

TENTATIVE AGENDA AND MEETING NOTICE
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 16, 2025 AT 5:30 PM
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES <ul style="list-style-type: none"> ▪ SEPTEMBER 2, 2025, REGULAR MEETING ▪ SEPTEMBER 2, 2025, CLOSED SESSION 		3
	3	APPROVAL OF THE SEPTEMBER 16, 2025 AGENDA		12
5:35	4	PUBLIC COMMENT <ul style="list-style-type: none"> ▪ WILL LAST UP TO ONE HOUR, DEPENDING ON THE NUMBER OF SPEAKERS 	CHAIRMAN EGGERS	13
5:40	5	REQUEST FOR PERMANENT PLACEMENT OF PURPLE PANTRY	Ms. MARY MCKINNEY	14
5:45	6	NCDOT PROJECT R-2615 – US-321/US-421 WIDENING	Ms. MARTHA REGISTER	21
5:50	7	PROJECT ON AGING MATTERS <ul style="list-style-type: none"> A. APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS B. ALLOCATION OF PROVIDING ELDERS ADDITIONAL SUSTENANCE (PEAS) FUNDS 	Ms. ANGIE BOITNOTTE	36
5:55	8	PARKS AND RECREATION MATTERS <ul style="list-style-type: none"> A. LAND AND WATER CONSERVATION GRANT B. PLAYGROUND GRANTS C. OUT-OF-STATE TRAVEL REQUEST 	Ms. KERON POTEAT	50
6:00	9	EMERGENCY SERVICES MATTERS <ul style="list-style-type: none"> A. HAZARD MITIGATION GRANT PROGRAM PROJECTS B. EMERGENCY WATERSHED PROTECTION PROJECTS C. CAROLINA RECORDING SYSTEMS PROJECTS D. PRIORITY DISPATCH RENEWAL 	MR. WILL HOLT	114
6:05	10	SANITATION SITE REPAIR FUNDING REQUEST	MR. CHRIS MARRIOTT	166
6:15	11	TAX MATTERS <ul style="list-style-type: none"> A. MONTHLY COLLECTIONS REPORT 	MR. TYLER RASH	215
6:20	12	MISCELLANEOUS ADMINISTRATIVE MATTERS <ul style="list-style-type: none"> A. USE OF COMMISSIONERS' BOARD ROOM FOR ELECTION OFFICIAL ACCESS B. BOARDS AND COMMISSIONS 	MR. DERON GEOQUE	218
6:25	13	BREAK		221
6:35	14	CLOSED SESSION <ul style="list-style-type: none"> ▪ ATTORNEY-CLIENT MATTERS PER G. S. § 143-318.11(A)(3) ▪ LAND ACQUISITION PER G.S. § 143-318.11(A)(5) ▪ PERSONNEL MATTERS PER G. S. § 143-318.11(A)(1) 		231
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TIME	#	TOPIC	PRESENTER	PAGE
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6:50	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 2, 2025, Regular Meeting
September 2, 2025, Closed Session

MEETING MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 2, 2025

The Watauga County Board of Commissioners held a regular meeting on Tuesday, September 2, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building in Boone, North Carolina.

1. CALL REGULAR MEETING TO ORDER

Chairman Eggers called the meeting to order at 5:30 P.M. The following were present:

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Nathan Miller, County Attorney
 Deron Geouque, County Manager
 Katie Hancock, Clerk to the Board

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

2. APPROVAL OF MINUTES

Chairman Eggers presented the August 19, 2025, regular and closed session meeting minutes.

Commissioner Greene requested changes under Section 11C: "Miscellaneous Administrative Matters – Boards and Commissions." She asked that the minutes reflect that the Board chose to waive the first reading for Dr. Breitenstein's reappointment to the Social Services Board, and that Mr. David Luther's volunteer application was not tabled, but rather considered a first reading.

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to approve the August 19, 2025, regular meeting minutes as amended.

VOTE: Aye – 5
 Nay – 0

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to approve the August 19, 2025, closed session minutes as presented.

VOTE: Aye – 5
 Nay – 0

3. APPROVAL OF AGENDA

Chairman Eggers called for additions or corrections to the September 2, 2025, agenda.

County Manager Geouque requested the following additions:

- Agenda Item 9 to include the following:
 - D. Change Orders 7, 8, 9, and 10 for Emergency Services Facility
 - E. Change Orders 1 and 2 for Howard Knob's Park

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the September 2, 2025, agenda as amended.

VOTE: Aye – 5
Nay – 0

4. PUBLIC COMMENT

- **Shane Vaughan**, a resident of Powder Horn Mountain, expressed concerns regarding the proposed tower, including its impact on property values, rental revenue, and tower size. He noted that the Powder Horn Mountain Club had sold the lot for the proposed tower to the Stewart Simmons Volunteer Fire Department for \$1, and he urged the County to honor the original intent of that transaction.
- **Mark Laughlin**, a resident of Powder Horn Mountain, expressed concerns regarding the proposed tower. He stated that the community had 149 full-time residents who voted for the Board to represent their interests and invited the Board to visit Powder Horn Mountain and the proposed tower site.
- **Jeremy Cox**, a resident of Powder Horn Mountain, submitted affidavits regarding the proposed tower. He noted that the public notice contained an incorrect address and requested that the process be corrected and restarted.
- **Jill Williams**, a resident of Powder Horn Mountain, expressed concerns regarding the Board's response to the proposed tower. She noted errors in the response, including an incorrect address, and highlighted community concerns about property values and health. She indicated that the community intends to continue attending meetings and reviewing the process.
- **Andy Cox**, a resident of Powder Horn Mountain, expressed concerns regarding the Board's letter to the community. He stated that emergency communications were functional during recent forest fires and a hurricane, and noted discrepancies regarding the tower's expected height.

5. UPDATE ON THE HOMEPLACE RECOVERY HOUSING PROGRAM

Ms. Mollie Bolick, Center Director for Homestead Recovery, provided the Board with updates regarding *The Homeplace*, a recovery housing program funded through Watauga County's Opioid Settlement, and expressed her gratitude to the Board.

She explained that the program is run by people in recovery for people in recovery and was, for a period, solely funded by opioid settlement dollars. She noted that previously, individuals in the area often had to travel to Charlotte, Asheville, or Hickory to receive support; the program now provides an option to receive assistance locally in Boone.

Ms. Heather Smith, Housing Director, reported that the program had received 102 applications and made 25 admissions, emphasizing their focus on selecting individuals with the appropriate commitment to recovery.

The Board also heard from senior resident Amanda Hoke and neighbor Anthony Love, who shared their positive experiences with the program.

6. BRWIA HIGH COUNTRY FOOD HUB GENERATOR INSTALLATION

Ms. Liz Whiteman, Executive Director of Blue Ridge Women in Agriculture (BRWIA), presented the Board with a request to install a 26KW Generac generator at the High Country Food Hub, located within the Watauga Agricultural Conference Center.

She explained to the Board that the Food Hub was essentially an online farmers' market, and that they rent freezer space. She said that at any given time, they have a plethora of farmer's meat in the freezers. During Hurricane Helene, they nearly lost power to their freezers which stored tens of thousands of dollars of frozen food inventory for over 80 High County farmers and producers.

As a result, they would like to install a generator on the western side of the building. The cost, which is \$16,800 is fully covered through the NC Food Hub Infrastructure Grant (Round 2). This generator can power 3 walk-in freezers and 3 walk-in refrigerators. They need Board approval, as they are currently in a long-term lease with the County, but BRWIA will be responsible for all costs, including installation, maintenance, and utility.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the installation of the generator and authorize the County Manager to sign as property manager for the Town of Boone permit process.

VOTE: Aye – 5
Nay – 0

7. COURTHOUSE SECURITY CAMERA SYSTEM REPLACEMENT REQUEST

Mr. Drew Eggers, Information Technologies Director, presented a request to replace the Courthouse security camera system. He explained that the current system is outdated, with some

cameras over ten years old, resulting in poor image quality. Chairman Eggers noted that funding for the project was available and included in the budget.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the purchase of the security camera system from Creekside Electronics in the amount of \$20,665.20.

VOTE: Aye – 5
Nay – 0

8. SHERIFF'S OFFICE MATTERS

A. Purchase Request for Axon Taser 7 Devices

Captain Brian Bumgarner of the Watauga County Sheriff's Office requested Board approval to purchase 16 Axon Taser 7 bundles with accessories, cartridges, docks, Evidence.com licenses, and training equipment for deployment by School Resource Officers and Civil Deputies. He explained that the goal is to ensure all deputies are equipped and trained, as previously SROs did not have tasers.

The total contract cost is \$57,191.02 (excluding tax), payable over two years: \$28,595.51 in FY2025 and \$28,595.51 in FY2026. Funding has been included in the Sheriff's Office FY2025 budget.

Discussion included confirmation that all deputies receive training on tasers, that the department had not previously had enough tasers for all deputies, and that this purchase will address that need.

Commissioner Hodges, seconded by Commissioner Marsh, moved to approve the purchase of tasers and related equipment from Axon Enterprise, Inc. at a total cost of \$57,191.02 (excluding tax).

VOTE: Aye – 5
Nay – 0

B. Purchase Request for Axon Body-Worn Cameras

Captain Brian Bumgarner of the Watauga County Sheriff's Office requested Board approval to purchase 14 Axon body-worn cameras, one multi-bay dock, eight single-bay docks, and 14 user licenses for use by School Resource Officers and Civil Deputies.

Captain Bumgarner explained that only two SROs currently have cameras, and this purchase will equip all SROs. He further noted that the contract is for one year to align license renewals across the department.

The total contract cost is \$15,638.30 (excluding tax), with funding included in the FY2025 Sheriff's Office budget.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the purchase of the body-worn cameras and related equipment from Axon Enterprise, Inc. at a total cost of \$15,638.30 (excluding tax).

VOTE: Aye – 5
Nay – 0

9. MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Round 3 Cashflow Loan Agreement for Disaster Response

Finance Director Deron Geouque presented the County's Round 3 Cashflow Loan Agreement with the State of North Carolina, administered through the Department of State Treasurer. The loan provides \$3,268,632.81 in interest-free funding to support disaster response activities related to Hurricane Helene.

Mr. Geouque explained that the County has already approved Round 1 and Round 2 loans. He noted that the loan helps manage cashflow by covering eligible disaster response expenditures.

Repayment is scheduled over five years, beginning with \$1 on the first anniversary of the loan date, with the balance due by the earlier of the five-year anniversary or June 30, 2030.

Commissioner Greene, seconded by Commissioner Marsh, moved to approve the execution of the Round 3 Cashflow Loan Agreement, Resolution, and related Promissory Note with the State of North Carolina.

VOTE: Aye – 5
Nay – 0

B. Ambulance Purchase

County Manager Deron Geouque reported that two (2) 2025 Ford F-350 4x4 Type I AEV ambulances are available for purchase under the HGAC contract, consistent with prior ambulance acquisitions from ETA. The total cost is \$512,384, with funds available through the County's CIP.

Mr. Geouque noted that the units are available for immediate purchase.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the purchase of two (2) 2025 Ford F-350 4x4 Type I AEV ambulances from Northwestern Emergency Vehicles in the amount of \$512,384.

VOTE: Aye – 5
Nay – 0

C. Boards and Commissions

The Board considered a volunteer application from David Luther of Boone, NC, expressing interest in serving on the Adult Care Home Community Advisory Committee, the Nursing Home Community Advisory Committee, and the Watauga County Board of Adjustment.

There are currently vacancies on the Adult Care Home Community Advisory Committee and the Nursing Home Community Advisory Committee. The Board of Adjustment has no vacancies.

Mr. Luther has extensive volunteer experience with senior care facilities and currently serves as a volunteer firefighter and EMT.

This item was presented as a first reading at the August 19, 2025, Board meeting.

On second reading, Commissioner Greene, seconded by Commissioner Marsh, moved to appoint Mr. Luther to the Adult Care Home Community Advisory Committee and/or the Nursing Home Community Advisory Committee, contingent upon available vacancies.

VOTE: Aye – 5
Nay – 0

D. Change Orders 7, 8, 9, and 10 for Emergency Services Facility

County Manager Geouque presented Change Orders 7–10 for Board approval:

- Change Order 7: Telecommunications handholds – \$3,092.14
- Change Orders 8 & 9: Weather delays – 11 additional days, no cost
- Change Order 10: Floor box adjustments – \$2,383.06

The total impact of Change Orders 7–10 is \$5,475.20 and 11 additional days. Funds are available in the project budget.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to approve Change Orders 7–10, including the cost increase of \$5,475.20 and the addition of 11 days to the project schedule.

VOTE: Aye – 5
Nay – 0

E. Change Orders 1 and 2 for Howard Knob's Park

County Manager Geouque presented Change Orders 1 and 2 for Board approval:

- Change Order 1: Drainage improvements – \$7,800. An additional drain inlet and piping were added after water began concentrating in one corner of the site, causing erosion. The architect approved the corrective work.
- Change Orders 2: Safety railing at upper parking lot – \$16,470. Landscaping was originally intended to provide separation, but grading created a steeper

slope than expected. Since the landscaping will not provide sufficient protection in the short term, railing is recommended to reduce fall risk.

The total impact of Change Orders 1 and 2 is \$24,270. Project funding is provided through grants and TDA funds.

Commissioner Greene, seconded by Commissioner Hodges, moved to approve Change Orders 1 and 2 in the amounts of \$7,800 and \$16,470, respectively.

VOTE: Aye – 5
Nay – 0

Announcements

County Manager Geouque presented two upcoming events for Board awareness:

- **Lincoln Regan Dinner:** September 20, 5:30–9:00 PM at the North End Zone, ASU Campus
- **Community Leaders' Breakfast:** September 4, 9:00–10:00 AM at the Grandview Ballroom, 135 Jack Branch Drive, Boone, NC

He noted that no Board business will be discussed at either event.

10. COMMISSIONER COMMENTS

There were no Commissioner comments.

11. CLOSED SESSION

At 6:29 PM, Vice-Chairman Castle, seconded by Commissioner Marsh, made a motion to go into Closed Session pursuant to G.S. § 143-318.11(a)(3) to discuss attorney-client privileged matters, § 143-318.11(a)(5) to consider matters related to land acquisition, and § 143-318.11(a)(1) to discuss personnel matters.

VOTE: Aye – 5
Nay – 0

At 8:07 PM, Vice-Chairman Castle, seconded by Commissioner Hodges, moved to resume the open meeting.

VOTE: Aye – 5
Nay – 0

12. POSSIBLE ACTION AFTER CLOSED SESSION

Powder Horn Mountain POA Proposed Amendment

The Board was presented with a written ballot from the Powder Horn Mountain Property Owners Association regarding a proposed amendment to Article XI of the Declaration of Restrictive Covenants.

As a property owner within Powder Horn Mountain, Watauga County received a ballot for the amendment.

Commissioner Greene, seconded by Commissioner Marsh, moved that the County vote “Against” the proposed amendment.

VOTE: Aye – 5
Nay – 0

Opioid Settlements – Sackler, Secondary Manufacturers (G8), and Sandoz

The Board considered participation in the Sackler, Secondary Manufacturers (G8), and Sandoz national opioid settlements. These settlements provide financial resources to counties for addressing opioid-related public health impacts, prevention, treatment, and recovery programs.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the County’s engagement in all opioid settlements, including the Sackler, Secondary Manufacturers (G8), and Sandoz settlements.

VOTE: Aye – 5
Nay – 0

[Clerk’s Note: On September 8, 2025, County Manager Geouque confirmed with Pam Perkins from the National Opioid Settlement that Watauga County is not eligible to participate in the Sandoz Settlement, as it was inventory-specific.]

13. ADJOURN

At 8:09 PM, Chairman Eggers, seconded by Commissioner Marsh, moved to adjourn the meeting.

VOTE: Aye – 5
Nay – 0

Braxton Eggers, Chairman

ATTEST: Katie Hancock, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 16, 2025, AGENDA

AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment will last up to one hour, depending on the number of speakers.

AGENDA ITEM 5:

REQUEST FOR PERMANENT PLACEMENT OF PURPLE PANTRY

MANAGER'S COMMENTS:

Ms. Mary McKinney, Founder of *Just Love* and *Purple Pantries*, has submitted a request for the long-term placement of a Purple Pantry in the green space at the Watauga County Government Center.

Purple Pantries provide free resources such as drug test strips, naloxone, recovery support information, family support materials, and grief resources.

The site has previously hosted temporary Purple Pantries and Purple Mailboxes during events in 2022, 2023, and 2024.

Board direction is required to allow the permanent placement of the pantry.

MEMORANDUM

To: Watauga County Commissioners

From: Mary McKinney, Founder of *Just Love* and Purple Pantries

Date: September 8, 2025

Subject: Request permanent placement of Purple Pantry

Please grant permission and contract, if needed, for long-term placement of a Purple Pantry in the green space at the Watauga County Government Center. This location offers low-barrier access to free life-saving and life-improving resources.

Purple Pantries offer free tools and resources to

- prevent overdose through providing free drug test strips for fentanyl and xylazine,
- save lives with the overdose reversal medication, naloxone,
- multiple paths to recovery,
- support for people who love someone with a Substance Use Disorder, and
- grief support for anyone who has lost a loved one to overdose.

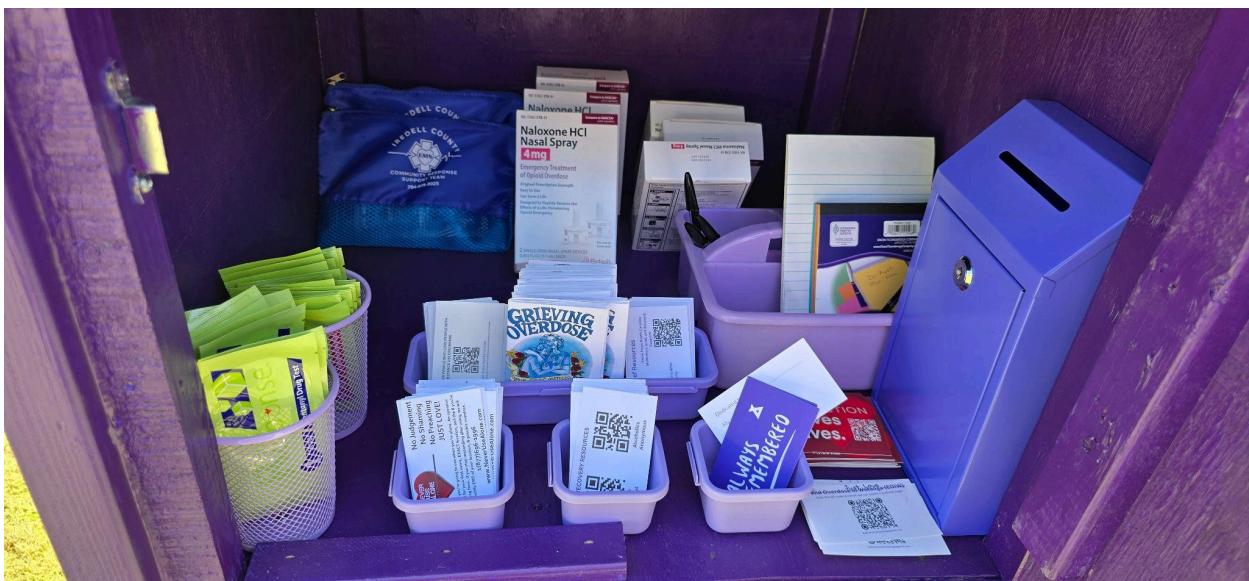
A Purple Mailbox, the precursor to the Purple Pantries stood in this place for about one month in 2022. A Purple Pantry stood there for about a month in 2023, and a couple of weeks this year, each as part of a Remembrance and Hope interactive installation around International Overdose Awareness Day. The harm reduction, recovery support, and grief support resources were accessed frequently each time. Please note that *Just Love* was called *End Overdose in Watauga* and Purple Pantries were called Purple Cupboards until August 2024.

Approval of long-term or permanent placement of a Purple Pantry at this location will allow for ongoing low-barrier access to the free resources it holds to save and improve lives. *Just Love* organizes volunteers for maintenance of the Purple Pantries placed throughout our community and beyond. *Just Love* collects data about tools and other resources distributed through the Purple Pantries in order to better maintain them, understand the community needs better, and to offer to potential funding sources to continue the work.

Attached: picture of closed Purple Pantry at Watauga County Government Center

Attached: pictures of open Purple Pantry with free tools and resources







JustLoveEm.weebly.com

Purple Pantry

- prevent and reverse overdose
 - support multiple paths to recovery
 - support people who love people with SUDs, who are at risk of overdose, or have died by overdose





AGENDA ITEM 6:

NCDOT PROJECT R-2615 – US-321/US-421 WIDENING

MANAGER'S COMMENTS:

Ms. Martha Register, Transportation Planning Group Manager for WGI Engineering Firm, will present information on NCDOT Project No. R-2615, which is the widening of US-321/US-421 from the junction near Vilas to the NC-105 Bypass (SR 1107) west of Boone. The 3.5-mile project proposes widening the existing two-lane highway to four lanes with a median, improving intersections with dedicated turn lanes, and evaluating traffic signals. The project is in the 2026–2035 State Transportation Improvement Program with funding for preliminary engineering only and will utilize the Merger Process with a Federal Categorical Exclusion anticipated by Spring 2027. Originally started in 2018, the project was delayed and re-initiated in early 2024. NCDOT is requesting comments from local agencies.

Staff requests the Board provide any comments, which will be forwarded to NCDOT.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J. R. "JOEY" HOPKINS
SECRETARY

August 6, 2025

FROM: Wes Cartner – Program Management Unit
SUBJECT: Project Information for the Widening of US 321/US 421 from the junction near Vilas to NC 105 Bypass (SR 1107) west of Boone, Watauga County, NC
Project No. R-2615

The North Carolina Department of Transportation (NCDOT) - Project Management Unit (PMU) is proposing to improve US 321/US 421 from the split to NC 105 Bypass (SR 1107) west of Boone, Watauga County, NC. The project length is approximately 3.5 miles. The existing two-lane highway is proposed to be widened to a four-lane facility with up to 30-foot wide median. Intersections will be improved with dedicated turning lanes and signals will be evaluated.

The vicinity map for the proposed project is included in the project data sheet attachment. The project is included in the 2026 to 2035 State Transportation Improvement Program as federally funded with funding for preliminary engineering only. The project will be included in the Merger Process and NCDOT anticipates utilizing a Federal Categorical Exclusion (CE) for this project. The anticipated completion of the CE is Spring 2027.

The project was previously started in summer of 2018 and has had an interrupted schedule since that time. A project restart scoping and coordination meeting was held in early 2024 and this letter begins the formal re-initiation of the project. In lieu of holding another scoping meeting, NCDOT is providing the attached project information and maps for review. We welcome your input on R-2615 and appreciate any information that may be helpful in evaluating the potential environmental effects. If applicable, please identify any permits or approvals that may be required by your organization. Please provide your input by **Friday, September 5, 2025**.

If you have any questions concerning the project, please contact Martha Register, project consultant at WGI, at martha.register@wginc.com or at 919-578-4743. I can be reached via email at wcartner@ncdot.gov or phone at 919 707 6039. Please include the **Project Number R-2615** in all correspondence and comments.

Sincerely,

Wesley Cartner

7A10E0376DFB4E6...
Wes Cartner, Project Manager
Project Management Unit

Attachments

Project Mapping and Project Data Sheet

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PROJECT MANAGEMENT UNIT
1582 MAIL SERVICE CENTER
RALEIGH, NC 27699-1582

Telephone: (919)-220-4600
Customer Service: 1-877-368-4968

Location:
1000 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Website: ncdot.gov

North Carolina Department of Transportation
Project Data Sheet

Essential Project Information	
Project Name	Widen to multi-lane from US321/421 Junction near Vilas to NC 105 Bypass (SR 1107) west of Boone
Project Number	R-2615
County	Watauga
NCDOT Division	11
ROW Date	TBD
Let Date	2040+
Schedule Considerations	Funded for Preliminary Engineering only in the 2026-2035 STIP. Project is in Merger and will have a 2 nd public workshop. Preliminary schedule is 18 months to final CE.
Cost Estimates	\$75M ROW; \$2.9M Utility; \$78.3M Construction (2024 est.)
Funding Type	Federal

Proposed Project Details	
Project Description	Improve US321/421 from the split to NC 105 Bypass (SR1107) west of Boone including widening to four-lane with median and turn lanes.
Project Limits	Approximately 3.5 miles
Typical Section	Four-lane, 12-ft. lanes with 30-foot median and five-foot paved shoulder. In Vilas the typical section will be 11-foot lanes, six-foot median width, and curb and gutter.
Access Control	none
Design Speed	55/50 Miles Per Hour (MPH)
Right-of-Way Width	~100 ft
Physical or Engineering Constraints	Brushy Fork Creek parallels the roadway for the project length; mountainous terrain; tie-in for existing roadways
Other Considerations	N/A
Survey Request Date	2022
Design Plan	25% - December 2026
Construction Recommendation	
Consultant Involvement	WGI is prime with a team of other consultants. Project was initiated in 2018 with Simpson Engineers. This is a reinitiation.

Project History	
Planning Studies	Traffic Estimate (09/18); Traffic Capacity Analysis (09/18); Merger CP1 and CP2 signed (06/2019); NRTR (04/2019); Historic Arch Survey Report (08/2022); Public Workshop (10/2022)
SPOT Description	
Feasibility Studies	
Problem Statement	See P&N statement
Alternatives Previously Dismissed and Why	Best-Fit widening was selected to minimize impacts to resources, such as Brushy Fork Creek and area churches

Purpose & Need	
Purpose	The primary purpose of the proposed action is to reduce congestion on US 421/US 321 to achieve a LOS D or better in 2045, the project design year, during the highest average weekday traffic conditions. Another desirable outcome of the proposed action is facilitating travel by bicycle along the US 421/US 321 project corridor.
Need(s)	The need for the proposed improvements is the increasing traffic congestion along US321/US 421.
Supporting Data	2013 Watauga County Comprehensive Transportation Plan. 2017 Comprehensive Transportation Plan Revisions – Report Addendum.

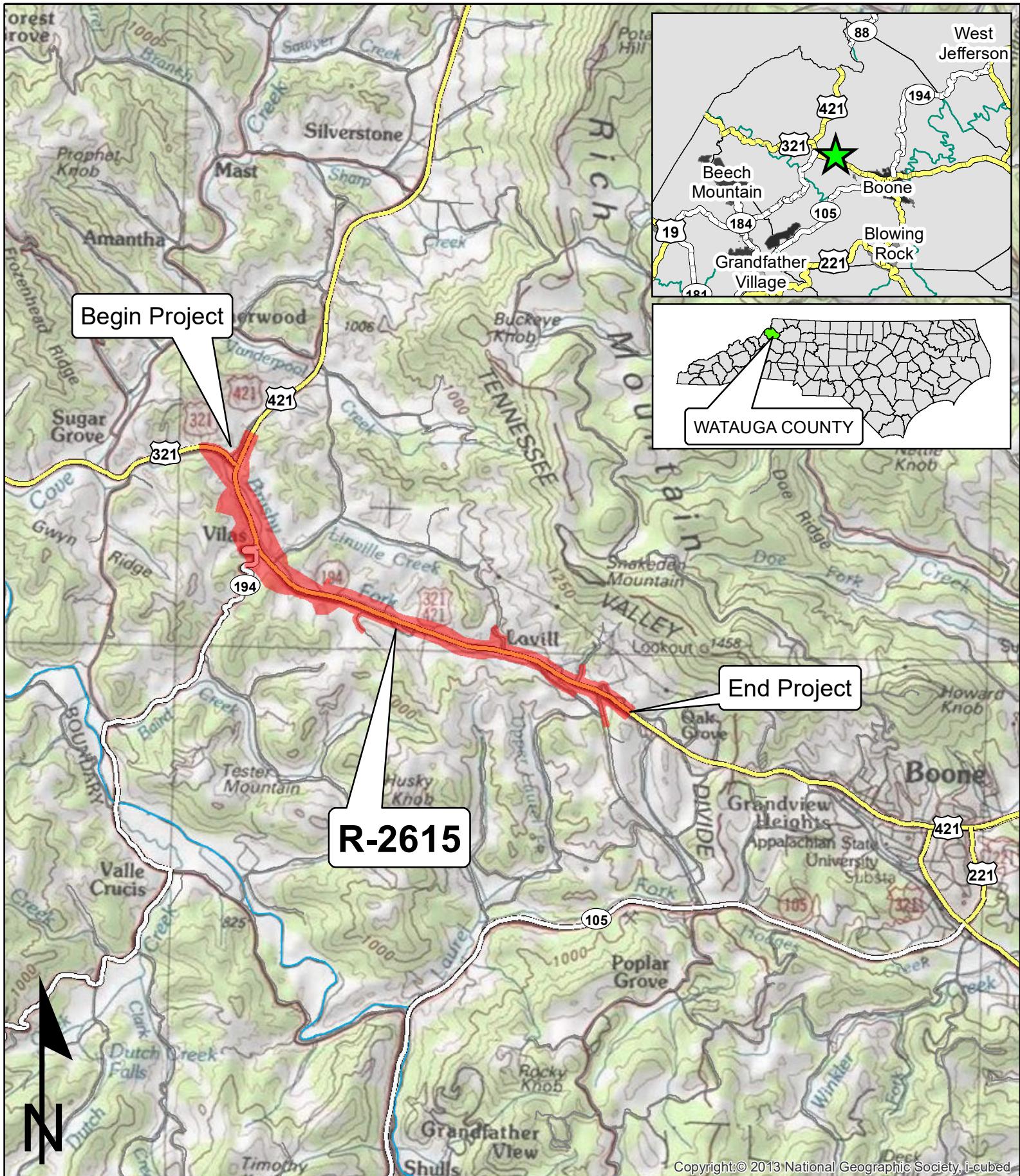
Alternatives Currently Under Consideration	
Alternative 1	Best Fit Alignment

Public and Agency Coordination	
Anticipated Permits	401 & 404 Permits; LOMR
Federal Agency Involvement	USACE, USFWS, FEMA
Public Involvement Strategy	Workshops and webpage
Merger Screening Date	CP1 and CP2 signed February 2019
Potential Merger Triggers	Brushy Fork Creek

Existing Conditions	
Functional Classification	Other Principal Arterial
Strategic Highway Corridor	Yes
AADT	2018 – 15,100
Access Control	None
Typical Section	Two-lane
Right-of-Way Width	~60 ft., variable
Posted Speed	45/50 Mph
Structures (bridges, RCBC, etc.)	15 major crossing along state-maintained roads in the project study area and eight crossings on private roads or driveways.
Railroad Involvement	none

Other Adjacent Projects	R-5915A Daniel Boone Parkway (< 0.1 miles); BN-0010 Sidewalk and Other Corridor Improvements (1.4 miles); and R-2566B NC 105 (1.6 miles);
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Preliminary Resource Inventory Table	
Utilities	Overhead power and cable along the highway. Water is well and waste water is septic.
Hazardous Materials	Eight USTs; two salvage yards and one asbestos site
Known Potentially-Eligible National Register of Historic Places Sites/Districts	Two identified - Grady L. and Ardath R Greene House; and Lloyd M. and Crete A. Hodges House
Other Cultural Resources	Archaeology - TBD
Wetlands	Yes
Streams	Yes – Brushy Fork Creek, George Branch and Linville Creek
FEMA Floodplain Detailed Study Area	Yes
Water Supply Watersheds	No
Riparian Buffer Rules	No
Active Agriculture	Yes
Parks, Greenways, Game Lands, Section 4(f) & Section 6(f) Properties	No known
Environmental Justice Populations	Unlikely
Other Resources (i.e., Wild and Scenic Rivers, TVA, Scenic Byways, etc.)	No



NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
DIVISION 11

PROJECT VICINITY MAP

R-2615

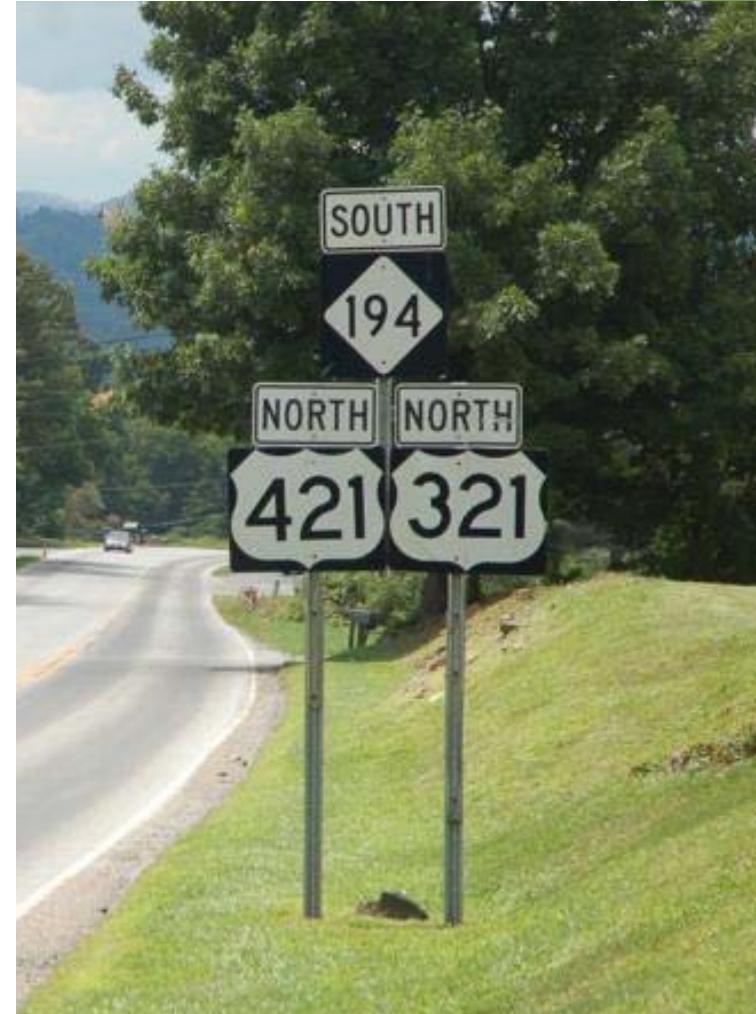
Widen US 321/421
Junction near Vilas to SR 1107 (105 Bypass)

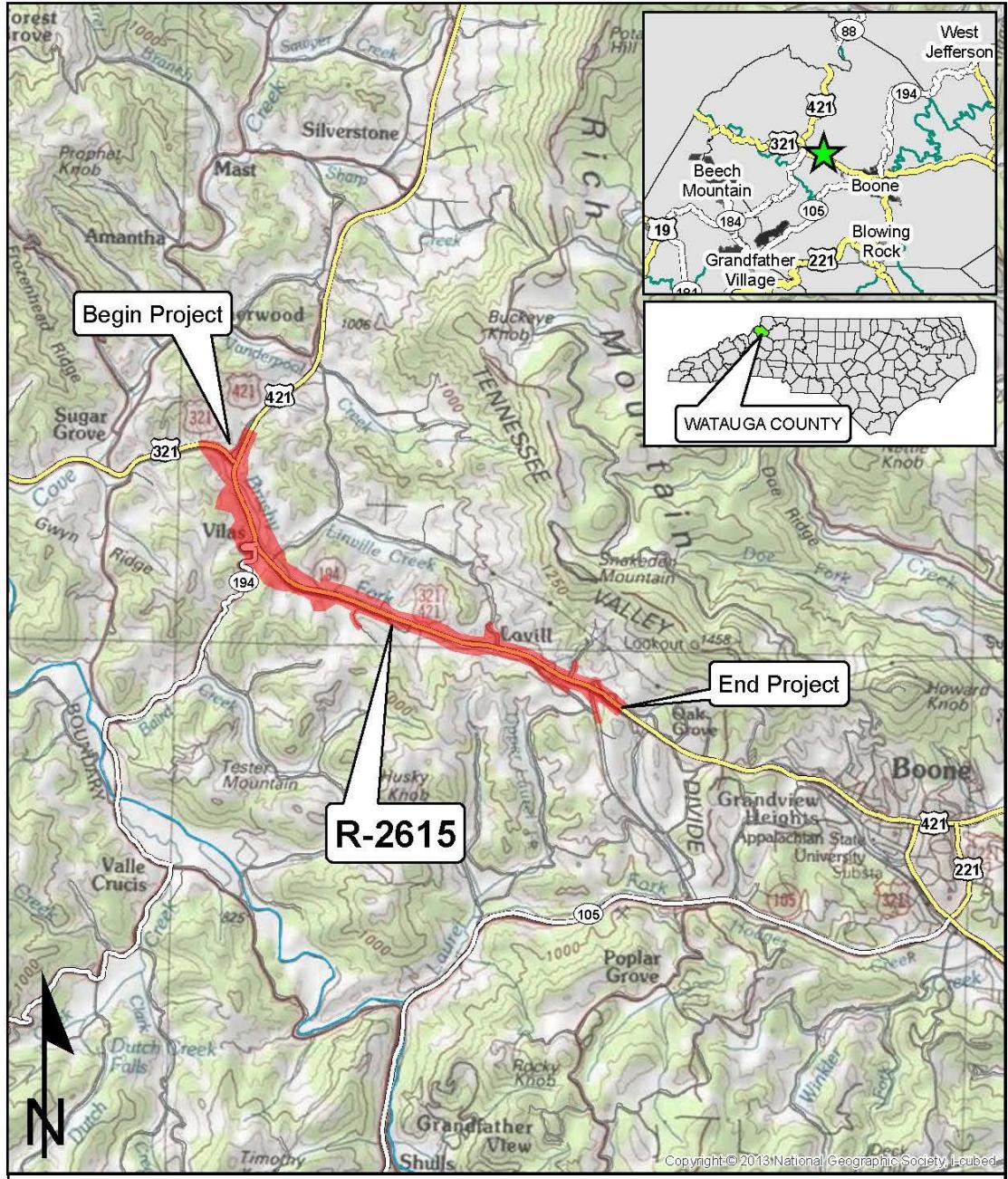


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North Carolina Department
of Transportation

R-2615
US 321/US 421 Improvements





Project Location

Watauga County

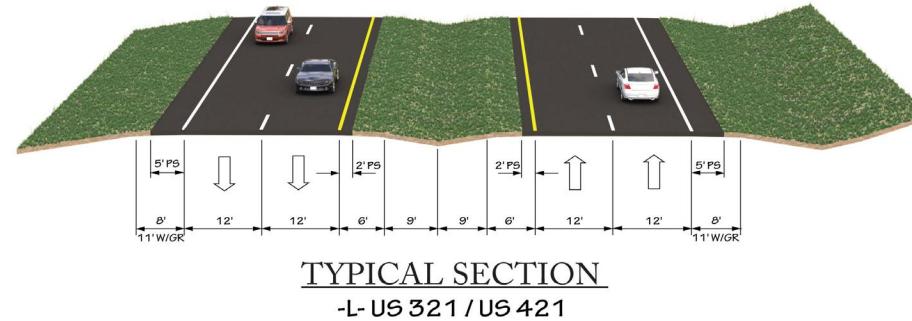
Existing Conditions



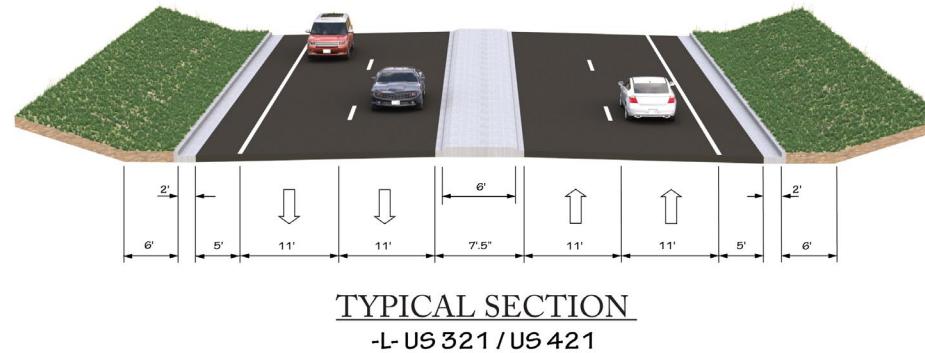
- ▶ Approximately 3.5 miles
- ▶ Two-lane with shoulders
- ▶ Other Principal Arterial
- ▶ 60-foot right-of-way (variable)
- ▶ Posted 45 mph to 55 mph

Proposed Typical Sections

Standard typical section - four-lane with 12-foot travel lanes, 30-foot median and five-foot paved shoulder.



Vilas typical section (approx. 0.5 mile) - four-lane with 11-foot travel lanes, six-foot median width, and curb and gutter.



Project Costs

- ▶ TIP Estimate (total): \$156,200,000
 - ▶ ROW: \$75,000,000
 - ▶ Construction: \$78,300,000
 - ▶ Utility: \$2,900,000

Preliminary, subject to change

Project Schedule

- ▶ Environmental Document: Spring 2027
- ▶ Right-of-Way: TBD
- ▶ Let: 2040+



Project website:

<https://www.ncdot.gov/news/public-meetings/Pages/R-2615-2022-10-12.aspx>

Project Contacts:

NCDOT Project Manager

Wesley 'Wes' Cartner

919-707-6039

wcartner@ncdot.gov

WGI Project Manager

Martha Register

919-578-4743

martha.register@wginc.gov

Comments/ Questions?



Thank You!



AGENDA ITEM 7:

PROJECT ON AGING MATTERS

A. Appropriation of State Funds for Senior Centers

MANAGER'S COMMENTS:

The Project on Aging requests Board approval to accept State Senior Center General Purpose funding appropriated by the NC General Assembly and administered through the Division of Aging. The L.E. Harrill Senior Center is eligible to receive \$10,971, requiring a 25% local match of \$3,657. The Western Watauga Community Center is eligible to receive \$3,657, requiring a 25% local match of \$1,219. The total allocation of \$14,628 requires a combined match of \$4,876, which has been budgeted in FY26. These funds may be used for equipment, supplies, programming, and general operating expenses.

Board action is requested to accept the Senior Center General Purpose funding as presented.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: September 9, 2025

SUBJ: Appropriation of State Funds for Senior Centers

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,628 on a reimbursement basis through an appropriation from the NC General Assembly and the Division of Aging. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,971 which requires a 25% local match of \$3,657. The Western Watauga Community Center is eligible to receive \$3,657, which requires a 25% local match of \$1,219. The required match is present in the agency's FY26 budget.

These funds can be used to support and develop programming and general operations including salaries, supplies, equipment, capital outlay, and other operating costs. We plan to use the funds to purchase equipment and supplies, and to cover other various ongoing expenses.

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

Thank you for your consideration.

**CONTRACT
for SENIOR CENTER GENERAL PURPOSE FUNDS
between HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and
WATAUGA COUNTY PROJECT ON AGING**

Federal Tax ID #: 56-6001816

Name of Senior Center Being Funded: Lois E. Harrill Senior Center

I. Parties to the Contract

This Contract, made and entered into this 19th day of August, 2025 by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency." This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period

This Contract period is effective July 1, 2025 and terminates on June 30, 2026, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

Samantha Oleschuk, Aging Services Coordinator, Compliance and Administration
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434

For the Contractor:

Angie Boitnotte, Director
Watauga Project on Aging
132 Poplar Grove Connector, Suite A
Boone, NC 28607
(828) 265-8090

VI. General Provisions

- a. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- b. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor

- a. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- b. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, the contractor will comply with reporting requirements as defined by the G.S. 146-6.2.
- c. Submitting any other plans, reports, documents or other products that the Agency may specify.

- d. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- e. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- f. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- g. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services

Payment to the contractor will be conducted in the following manner:

- a. The High Country Council of Governments will pay the contractor \$10,971. State funds will not exceed 75% of total expenditures. The total match requirement is \$3,657. Total funding, including minimum local match is \$14,628.
- b. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- c. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2026.
- d. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal or extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination

This Contract may be canceled in whole or in part at any time:

- a. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- b. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- c. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

By: _____

Braxton Eggers, Chair
Watauga County Board of Commissioners

High Country Area Agency on Aging

Attest:

Zack Green, Area Agency on Aging

By: _____

Julie Wiggins, Executive Director
High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act. This instrument has been pre-audited and approved in the manner required by the Local Government Finance Control Act.

By: _____

Caroline Briggs, Finance Officer
High Country Council of Governments

**CONTRACT
for SENIOR CENTER GENERAL PURPOSE FUNDS
between HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and
WATAUGA COUNTY PROJECT ON AGING**

Federal Tax ID #: 56-6001816

Name of Senior Center Being Funded: Western Watauga Community Center

I. Parties to the Contract

This Contract, made and entered into this 19th day of August, 2025 by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency." This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period

This Contract period is effective July 1, 2025 and terminates on June 30, 2026, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

Samantha Oleschuk, Aging Services Coordinator, Compliance and Administration
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434

For the Contractor:

Angie Boitnotte, Director
Watauga Project on Aging
132 Poplar Grove Connector, Suite A
Boone, NC 28607
(828) 265-8090

VI. General Provisions

- a. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- b. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor

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- b. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, the contractor will comply with reporting requirements as defined by the G.S. 146-6.2.
- c. Submitting any other plans, reports, documents or other products that the Agency may specify.

- d. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- e. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- f. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- g. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services

Payment to the contractor will be conducted in the following manner:

- a. The High Country Council of Governments will pay the contractor \$3,657. State funds will not exceed 75% of total expenditures. The total match requirement is \$1,219. Total funding, including minimum local match is \$4,876.
- b. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- c. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2026.
- d. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

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The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal or extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination

This Contract may be canceled in whole or in part at any time:

- a. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- b. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- c. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

By: _____

Braxton Eggers, Chair
Watauga County Board of Commissioners

High Country Area Agency on Aging

Attest:

Zack Green, Area Agency on Aging

By: _____

Julie Wiggins, Executive Director
High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act. This instrument has been pre-audited and approved in the manner required by the Local Government Finance Control Act.

By: _____

Caroline Briggs, Finance Officer
High Country Council of Governments

AGENDA ITEM 7:

PROJECT ON AGING MATTERS

B. Allocation of Providing Elders Additional Sustenance (PEAS) Funds

MANAGER'S COMMENTS:

The NC General Assembly has appropriated non-recurring ARPA funds to the Department of Health and Human Services, Division of Aging and Adult Services, to support special nutrition services for older adults. A portion of these funds has been designated for the “Providing Elders Additional Sustenance” (PEAS) Project, which provides supplemental funding for Senior Nutrition Programs serving high-risk older adults. The Project on Aging is eligible to receive \$16,545 in PEAS supplemental funding, with no county match required. The funding may be used to provide frail or functionally impaired older adults with up to two additional meals per week or supplemental food boxes/groceries. The funds must be expended by September 30, 2026, and, upon approval, will be included in the Project on Aging FY 26 budget.

Board action is requested to accept \$16,545 in PEAS supplemental funding and incorporate the funds into the FY 26 budget.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: September 9, 2025

SUBJ: Allocation of Providing Elders Additional Sustenance (PEAS) Funds

The NC General Assembly appropriated non-recurring ARPA funds to the Department of Health and Human Services, Division of Aging and Adult Services, to support special nutrition services for older adults. A portion of these funds have been allocated to “The Providing Elders Additional Sustenance” or PEAS Project. The PEAS Project provides supplemental funding for Senior Nutrition Programs to support special nutrition services for high-risk older adults. This project aims to serve frail or functionally impaired older adults with up to 2 additional meals per week or supplemental food boxes/groceries.

The Project on Aging is eligible to receive \$16,545 in PEAS supplemental funding, and there is no match requirement for the funds. The funds must be expended by September 30, 2026.

Upon approval, these funds will become part of the Project on Aging FY 26 budget.

cc: Karin Bare, Administrative Assistant II

AGENDA ITEM 8:

PARKS AND RECREATION MATTERS

A. Land and Water Conservation Grant

MANAGER'S COMMENTS:

Watauga County Parks & Recreation requests Board approval to submit a grant application to the Land and Water Conservation Fund (LWCF) for the rebuild and reconstruction of Old Cove Creek Park. Senior Planner Kelly Coffey with the High Country Council of Governments assisted with the proposal. The LWCF program provides matching grants for public outdoor recreation projects, with the condition that funded sites remain open and maintained as public recreation areas permanently. Receiving this grant would help offset costs, including repairs from Hurricane Helene. The application requires endorsements from the Recreation Commission and Cove Creek Preservation Association, letters of community support, and a public input meeting on September 11, 2025.

Board action is requested to approve the submission of the LWCF grant application for Old Cove Creek Park.

WATAUGA COUNTY
PARKS & RECREATION

231 Complex Drive • Boone, NC 28607
Phone: (828) 264-9511
Fax: (828) 264-9523

M E M O

TO: Mr. Deron Geouque, *County Manager*
Watauga County Board of Commissioners
FROM:  Keron J. Poteat, *Director*
SUBJECT: Land & Water Conservation Grant
DATE: September 15, 2025

Watauga County Parks & Recreation has requested the help of Kelly Coffey, Senior Planner with the High Country Council of Governments, in writing a grant proposal to submit to the Land and Water Conservation Fund. The grant would assist with the rebuilding and reconstruction of the old Cove Creek park.

The Land and Water Conservation Fund State Assistance Program (LWCF) supports the protection of public lands and waters – including local, state, and national parks and recreation areas. The LWCF Program provides up to dollar-for-dollar matching grants to eligible applicants for the acquisition and development of public outdoor recreation sites and facilities, or a combination of both. A project must be located on a single site, and a project must meet at least one priority in the [State Comprehensive Outdoor Recreation Plan \(SCORP\)](#).

A key feature of the program is that sites assisted with LWCF funding must be open, operated, and maintained in perpetuity as public outdoor recreation areas and may not be converted to other uses without suitable replacement of equivalent parkland and approval by the U.S. Secretary of the Interior.

The LWCF program is operated by the National Park Service (NPS) in partnership with designated lead agencies in individual states. In North Carolina, the program is administered through the Division of Parks and Recreation (Division) within the NC Department of Natural and Cultural Resources (DNCR).

As the Board has already approved the plans and budget for construction and implementation of the Cove Creek Park, we are seeking approval to continue with the LWCF Grant Application. Receiving a substantial grant, such as the LWCF, would be significant in reducing the financial strain to the County, particularly in repairs, replacements, and revaluations from Hurricane Helene damage.

Along with the Board of Commissioners' approval, the grant application requires endorsement and approval by two civic organizations (the Recreation Commission and Cove Creek Preservation Association); receipt of letters of community support; and, a public input meeting (held 9/11/25).

A motion and approval of grant work and submission is requested.



Land and Water Conservation Fund (LWCF) 2025 Application Guide for the Local Grant Program



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Land and Water Conservation Fund

The Land and Water Conservation Fund State Assistance Program (LWCF) supports the protection of public lands and waters – including local, state, and national parks and recreation areas. The LWCF Program provides up to dollar-for-dollar matching grants to eligible applicants for the acquisition and development of public outdoor recreation sites and facilities, or a combination of both. A project must be located on a single site, and a project must meet at least one priority in the [State Comprehensive Outdoor Recreation Plan \(SCORP\)](#).

A key feature of the program is that sites assisted with LWCF funding must be open, operated, and maintained in perpetuity as public outdoor recreation areas and may not be converted to other uses without suitable replacement of equivalent parkland and approval by the U.S. Secretary of the Interior.

The LWCF program is operated by the National Park Service (NPS) in partnership with designated lead agencies in individual states. In North Carolina, the program is administered through the Division of Parks and Recreation (Division) within the North Carolina (NC) Department of Natural and Cultural Resources (DNCR).

LWCF funds are apportioned to the states by the Secretary of the Interior each federal fiscal year. The Division is responsible for submitting eligible project proposals to NPS. The Division selects projects through this competitive call for proposals, in accord with North Carolina's Open Project Selection Process (OPSP). The current OPSP consists of the following seven components required by the NPS. These components are identified and explained in the following sections:

- Priority Rating Systems,
- Project Selection Process,
- Recurring Funding Cycle,
- Public Notification,
- Program Technical Assistance,
- Public Participation, and
- Funding Distribution

The full OPSP text can be found at <https://www.ncparks.gov/grants-documents/north-carolina-open-project-selection-process/open>.

Eligible applicants, also referred to as project sponsors, include North Carolina counties, incorporated municipalities, and federally recognized Native American Tribes. Non-profit organizations, associations, and other private entities are not eligible. Eligible applicants can request a maximum of \$500,000 with each application and must match the grant dollar for dollar or greater.

The Division has an established partnership with the Recreation Resources Service (RRS) team at North Carolina State University's Department of Parks, Recreation and Tourism Management to provide technical assistance and field administration for the LWCF grant program. Eligible applicants should review this application guide in its entirety and [contact their RRS consultant](#) to discuss potential projects.

2025 LWCF Local Grant Program Schedule

May 1, 2025	Announcement: The Division informs eligible applicants about the availability of LWCF matching grants and how to apply.
June 24, 2025 at 10am	Opening Webinar: Grants and Outreach Program staff will conduct a workshop for eligible applicants to explain the application process and requirements. You can register for the webinar here: https://ncsu.zoom.us/meeting/register/n6fpewlwSTOF8sPG9Uh_JA . Details about the webinar will be published on the Division's website as well as Recreation Resources Service's (RRS's) Grant Administration web page.
August 29, 2025	Technical Review Deadline by RRS Consultant
November 3, 2025, by 5pm	Application Deadline: Applications must be submitted by 5 pm on November 1, 2025. Late submissions will not be accepted. Only completed applications will be accepted for review.
Spring 2026	Funding Recommendations: The Division of Grants and Outreach will recommend grant recipients to the National Park Service (NPS).
Summer 2026	Grant recipients are announced.

Where to submit the application

Applications are submitted through an electronic folder in Microsoft SharePoint. Applicants should contact their RRS regional consultant to request access to the SharePoint folder. Applicants are encouraged to request access early in the process to allow for technical support, as needed.

LWCF Local Grant Program Overview

Program Requirements

Perpetuity and Public Use Requirements

Outdoor recreation areas and facilities assisted by the LWCF must be open to the general public and not limited to special groups. All new parkland acquired with LWCF funds must be open to the public within three years of purchase, including provision of public access amenities (such as parking and general access). For development projects, construction must begin within one year of authorization and be completed and open to the public by the end of the three-year project period. All project types must result in deed restrictions specific to LWCF language preventing conversions.

As a condition of LWCF, the entire park in which the project is located must be put under permanent protection to be used for public outdoor recreation in perpetuity. This protection is recorded in the property deed. In the past, properties assisted with LWCF funds have been referred to as “6(f)(3)c” or “6(f)” properties, in reference to Section 6(f)(3)c of the LWCF Act, but now are referred to as “LWCF-assisted areas” and/or “LWCF boundary areas.”

The perpetuity requirement is applied to the assisted park or other recreation area as a whole. Exceptions for boundaries that would apply to a lesser unit of a park will be considered only if the unit is a stand-alone (i.e., its borders do not include other areas of the park), self-sustaining (i.e., it does not rely on adjoining park area for access, utilities, support facilities, etc.) recreation area.

Conversion of any LWCF funded properties to any uses other than public outdoor recreation is a lengthy process that must be approved by the U.S. Secretary of the Interior, and equivalent replacement property must be provided as a result of any conversions. Both the Division and NPS strongly discourage LWCF conversions.

State Comprehensive Outdoor Recreation Plan (SCORP)

To be eligible for the funding, States must have a current State Comprehensive Outdoor Recreation Plan (SCORP) in place that assesses demand and need for outdoor recreation resources within its borders and sets priorities for the use of LWCF funds. The most recent SCORP in NC is the 2020-2025 Outdoor Recreation Plan, which can be found at <https://www.ncparks.gov/planning-files/north-carolina-statewide-comprehensive-outdoor-recreation-plan/open>.

Proposed projects must align with priorities within the NC Outdoor Recreation Plan, which is reflected in scoring criteria. The priorities can be found in Chapter 6 of the state’s plan, and applicants should demonstrate how their proposed project meets at least one of the priorities to be eligible for funding.

Environmental Review Requirements

All proposed projects must demonstrate compliance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act, Section 106, through the completion of the necessary agency correspondence and reviews.

Eligible Applicants

NC incorporated municipalities, counties, towns and federally recognized Tribes are eligible to apply for LWCF assistance. Co-sponsored or joint applications are not eligible. Non-profit organizations, associations, land trusts, educational institutions, and other private entities are not eligible.

Applicants should be in compliance with the stewardship requirements on any existing LWCF sites. If an applicant is out of compliance, the Division may allow the applicant to apply if it has made substantial progress toward an approved remedy.

This grant opportunity may be a good fit for your organization if:

- On an acquisition project, you have a seller who is willing to allow appraisals and other research to occur during the application and award process. The full process minimally takes approximately one year but can take up to two years.
- Your development project is nearly ready for construction or can move quickly to construction once awarded. Projects still in the scoping phase of project design but with approval to move through the design phase could still fit but may not be ready for in the current grant cycle.
- You have already started or are ready to move quickly with a NEPA-level environmental review. The Division encourages you to coordinate with state agencies sooner rather than later to allow for their windows of response time (typically 60 days).
- You already have a source or sources of non-federal funds to leverage for a dollar-for-dollar match with an LWCF grant award.
- You are both responsive and patient. LWCF is often a “hurry up and wait” process, with tight pushes for deadlines and periods of waiting for action on the federal level.

Eligible Projects

LWCF grants can be used to acquire land for a public park, develop a new park site, or renovate/replace outdoor recreational or support facilities at existing park sites.

A project must be located on a single park site, and a project must meet at least one priority in the [State Comprehensive Outdoor Recreation Plan \(SCORP\)](#).

Projects involving school systems are not eligible.

The [LWCF Manual](#) describes project eligibility requirements (Ch. 3) and eligible costs (Ch. 5) in detail.

Acquisition Projects

Acquisition of lands, wetlands, and waters for public outdoor recreation are eligible for assistance in this category. This could include acquisition to create a new park or to expand an existing park. Acquisition of land must be in fee simple and may be accomplished through purchase, transfer, or by donation. The property must be opened for public use within 3 years of project closeout.

Federal funding for acquisitions is based on the appraised value. All land acquisition projects, including donations, must be appraised in conformance with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and Uniform Standards of Professional Appraisal Practice (USPAP), often referred to as a Yellow Book Standard appraisal. The completed appraisal along with a third-party appraisal review must accompany the application. Acquisition projects submitted with any other type of appraisal other than a Yellow Book appraisal will be declared ineligible. These expenses are not reimbursable.

Acquisition projects must result in at least one new recreation opportunity for the public within three years of the completion of the acquisition. The entire park development does not need to be completed; a phased portion is acceptable. Property acquired with LWCF assistance must be restricted forever for public outdoor recreational use only.

All easements, existing and future, should be identified on application maps. Only useable recreation acreage should be included in the LWCF boundary and total acreage encumbered.

Applicants should NOT take ownership of the property, either through purchase, transfer, or donation, until the LWCF grant is awarded, and the grant agreement is fully executed by the grantee and the Division, unless they have an approved waiver of retroactivity for land acquisition.

Applicants can submit a request for a waiver of retroactivity for land acquisition to move forward with the acquisition in advance of award, based on an urgent need. The request for a waiver should include a justification for the necessity to immediately acquire land, a description of the resources to be acquired, and the public outdoor recreation uses proposed for the site. If the Division and NPS grant a waiver, the retroactive costs will be eligible for assistance if the grant agreement is later executed.

Waiver approval is only an acknowledgement of the need for immediate action; it does not imply nor assure either Division or NPS approval of the project. The costs are incurred at the applicant's risk. LWCF waivers shall be in effect for 12 months from the date of approval by NPS. At the time the formal acquisition project is submitted, the applicant shall include all the necessary documentation required for acquisition projects.

Development Projects

LWCF assistance is available for the development of a wide range of outdoor recreation uses and the recreation facilities needed to support the use and enjoyment of these areas. Park areas and facilities must be open and accessible to the public with no restrictions such as membership. Facilities renovated or replaced with LWCF assistance, as well as the park site where the facilities are located, are to be used for public recreation in perpetuity.

Funding for development projects is based on the detailed budget provided by the applicant that provides a realistic and fair valuation of all amenities to be constructed in the project scope.

A clear budget with 50% Local and 50% Federal funding request is preferred for development projects.

A development project may consist of one improvement, or a group of related improvements designed to provide facilities for outdoor recreation, including facilities for access, safety, security, health, and protection of the area, as well as those required for the outdoor recreation use of the area.

LWCF does not permit indoor recreation facilities to be developed on the project site unless they enhance public outdoor recreation. Gymnasiums, community centers or similar buildings are not permitted without NPS approval.

The non-construction expenses such as planning, feasibility studies, preliminary design, environmental review and other federal and state compliance, preparation of cost estimates, preparation of construction drawings and specifications, and similar items necessary for project proposal preparation may be eligible for assistance, if incurred up to 3 years prior to final project submission to NPS. Proper documentation and justification must be provided including the funding source; these expenses can be applied to the project only if clearly described in the application's budget narrative specific to the project scope and subsequently authorized by NPS.

A waiver of retroactivity for development may be approved by the Division and NPS with appropriate justification in limited circumstances.

[The LWCF Manual describes project eligibility requirements \(Chapter 3\) and eligible costs \(Chapter 5\) in detail.](#) Final eligibility determination is at the discretion of NPS.

Funding & Project Cost Information

NC's LWCF Funding Apportionment

LWCF funds are apportioned to the states by the Secretary of the Interior each federal fiscal year. The annual apportionment to North Carolina is subject to change, based on the annual federal budget decisions made by Congress.

The state liaison officer (SLO), who is appointed by the Governor, reviews the LWCF apportionment in consultation with the Grants & Outreach staff. The SLO determines the minimum and maximum amount of funding for state parks projects and local projects.

During each funding cycle, the Grants & Outreach staff will review the evaluations of each application submitted, consider the ranking of the projects, and recommend a list of projects to the SLO for funding. The SLO recommends the list of projects to NPS for final review and funding.

Maximum Request

Applicants can request up to a maximum of \$500,000 with each application. Applicants may submit multiple applications in a single grant cycle.

Local Matching Funds

An applicant must match the grant at least dollar for dollar. There are strict limitations on the use of federal funds as local matching funds. The only federal funds allowed as match are the Federal Highway Administration's Recreational Trail Program Grants (<https://www.fhwa.dot.gov/safetealu/factsheets.htm>) and Housing and Urban Development's (HUD) Community Block Grants (https://www.hud.gov/program_offices/comm_planning/cdbg).

The value of the donated property (bargain sale) is not eligible as local matching funds.

In the event that an anticipated funding source does not materialize, the applicant will be expected to cover this portion of the match.

Ratio of Grant Funds to Total Project Cost

Grantees will receive up to 50 percent in reimbursement through LWCF assistance. As such, the Grants and Outreach Program staff recommend applicants request LWCF funds to be 50 percent of the total cost of the project for development projects. For example, if the total cost of the project is \$430,500, the LWCF grant request would be \$215,250. Local matching funds would also be \$215,250.

Please refer to the federal form SF-424C to see how the percentage of federal funds is indicated. The federal share of the total project costs is entered on line 17 of the form.

Reimbursements

LWCF grants are paid as reimbursements of documented and eligible expenses. Grantees may submit requests for reimbursement on a quarterly basis according to the budget. LWCF assistance (matching share) shall not exceed 50 percent of their eligible expenses for each budget category per the 424C, and grantees will receive up to 50 percent of their eligible expenses in reimbursement.

Ineligible Project Costs

LWCF funds may not be used for (not a fully inclusive list):

- Indoor facilities such as recreation centers or facilities that support primarily non-outdoor purposes like dining facilities or overnight accommodation (such as a lodges or hotels; simple lodging facilities that support outdoor recreation experiences may be eligible)
- Facilities for professional or semi-professional arts or athletics
- Acquisition of or restoration of historic sites and structures
- Acquisition of lands, or interests in lands, that completely restrict access to specific persons (e.g., non-residents of a community)
- Operation and maintenance activities
- Renovations necessary due to neglect or lack of proper maintenance
- Condemnation of any kind of interest in property
- Incidental costs related to land acquisition such as appraisals, surveys, or title work
- Indirect costs/ administrative fees, including in-house project administration

- Equipment to be used for maintenance including, but not limited to, automotive equipment, tractors, mowers, etc.
- Interest expenses, contingency reserves, and charges in excess of the lowest responsive bid when competitive bidding is required.
- Acquisition project expenses that are not reimbursable include those relating to appraisals, surveys, and other incidental costs to the purchaser that are precluded by the LWCF Act.

Stewardship & Post-Completion Considerations

LWCF-assisted properties must be maintained to ensure safe public access. Properties shall be kept reasonably open, accessible, and in sanitary condition. For further details, [review Chapter 8 – Post-Completion and Stewardship of the LWCF Manual](#).

LWCF Acknowledgment Sign

Permanent signs shall be installed on the property to acknowledge the federal-state-local partnership role in providing new high quality outdoor recreation areas and facilities and to facilitate continued awareness of the LWCF Act obligations by recipients/subrecipients as well as the public. A sign must be continuously maintained at the site. An initial sign will be provided by the Division at project closeout, and the cost of manufacturing future replacement signs is the responsibility of the project sponsor.

Post Completion Inspections

Inspections are regularly performed on LWCF assisted areas to monitor the project sponsor compliance with program and stewardship requirements. Sites found in noncompliance will be notified in writing of the problems and a time frame for remediation.

Conversion of Use

In cases where inspections discover conversions of use, the Division, in consultation with NPS, will provide guidance to the subrecipient/project sponsor on the Conversion of Use process and a time frame for initiating it.

LWCF assisted areas cannot be converted to any use other than public outdoor recreation use without the written approval of the Secretary of the Interior. This approval is contingent upon the conversion being found consistent with the state's current SCORP and the project sponsor replacing the area to be converted with a new recreation area involving land of at least equal fair market value and reasonably equivalent recreational utility.

Project sponsors considering conversions of use must coordinate with the Division and contact their RRS consultant at the earliest possible stage. The conversion **process can take upwards of several years and NPS approval is not guaranteed.** Documentation must be compiled for both the proposed conversion and replacement property including UASFLA appraisals and NEPA correspondence. The project sponsor would be responsible for all costs of the studies as well as the replacement property. LWCF funding is not available for conversions.

Application Assistance

Recreation Resources Service (RRS)

The Division provides technical assistance to eligible applicants through a contract with RRS at NC State University. Contact your [regional consultant](#) to discuss the LWCF project you are proposing.

Complete the application by 5 p.m. on November 1, 2025. A technical review can be completed by RRS, if scheduled in advance, to ensure your application is complete.

Application Resources

Planning & Public Involvement

Your proposed LWCF project should be the result of a planning process that reflects the public's preferences. Read the entire application guide and understand how each application is evaluated. Start early to assemble all items on the checklist to submit a complete application.

Making Facilities Accessible

All facilities funded by LWCF must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Applicants are encouraged to include the costs of access routes to the accessible facilities in the grant application. For design guidelines, go to:

[ADA Standards - index](#)

[About ADA Standards](#)

[Guidelines for Recreation Facilities](#)

Universal Design: can further enhance the usefulness to all park users. Please refer to guidance provided in [Universal Design in Public Park Settings](#).

Playground Safety Guidelines

The Division suggests all applicants purchase playground equipment and playground surfacing that meets the latest [American Society for Testing and Materials \(ASTM\) standards](#) for public playgrounds. The Division encourages all applicants to adhere to the guidelines established by the U.S. Consumer Product Safety Commission's (CPSC) Handbook for [Public Playground Safety](#) (publication #325) for management and maintenance of playgrounds intended for public use.

Utility Lines

All utility lines funded with an LWCF grant must be placed underground.

Future Road Improvements

Review the N.C. Department of Transportation [planned road improvements](#) to determine if any planned construction projects might impact proposed LWCF boundaries for the park.

DOT, FERC & FEMA Permitting for Facilities

If your project includes a bridge, or other facilities that requires a Department of Transportation (DOT), the Federal Energy Regulatory Commission (FERC), or Federal Emergency Management Agency (FEMA) permit, it is strongly recommended that the local government obtains the approved permit before applying for an LWCF grant. The permit process can be lengthy and cause delays that prevent a grant recipient from completing a park project on time.

Environmental Review & NEPA Compliance

All proposed projects must demonstrate compliance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act, Section 106, through the completion of the necessary agency correspondence and reviews. This process must be complete, and documentation of the process submitted to the Division as promptly as possible - preferably with the grant application.

Potential project sponsors are strongly encouraged to begin the process of agency correspondence as soon as possible. It may be necessary to conduct cultural and/or ecological surveys at the request of corresponding agencies; if this is known early the project review and approval can be a smoother process. These actions may or may not be valid for reimbursement. Additional expenses incurred after project authorization would have to be filed as project amendments, which is the authority of NPS to approve. Projects unable to complete NEPA review and other NPS submission requirements will not be recommended for funding in this grant cycle, and applicants are encouraged to reapply when said requirements can be met.

Cultural Resources

The [NC State Historic Preservation Office \(SHPO\)](#) will determine if the project impacts any cultural resources.

Please allow at least 90 days for this review.

- Please visit the State Historic Preservation website (<https://www.ncdcr.gov/state-historic-preservation-office>) for a GIS mapping service that provides locations of potential impacts
- If impacts are listed, please consider alternative or avoidance plans to comply with listed structures or sites.
- All projects must be submitted to SHPO for review even if the GIS mapper doesn't present any listed impacts. Look to their website for instructions on submitting projects for review.
- They require photographs of the project location—refer to their website for additional details.

Applicants should obtain the [SHPO review](#) response as soon as possible. Note that NPS will complete the required Federal Tribal consultation for Section 106 requirements. Please provide correspondence, if any, already completed by the project sponsor with tribal contacts.

Wetlands

The Regulatory Division of the U.S. Army Corps of Engineers can assist in [identifying wetlands](#). This agency determines the permitting requirements for impacts to wetlands and jurisdictional waters of the United States. ***Please allow at least 45 days for this review.***

Please contact your county USACE permitting specialist. County contacts can be found here: <https://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Contact/>. Contact this agency as early as possible in the application process.

Threatened/Endangered Species

The US Fish and Wildlife Service will determine if your project impacts federally threatened and endangered species. There are two offices serving North Carolina. Please visit their website to determine which office serves your county. ***Please allow at least 30 days for review.***

USFWS Asheville Regional Office
160 Zillicoa Street
Asheville, NC 28801
(828) 258-3939

USFWS Raleigh Regional Office
PO Box 33726
Raleigh, NC 27636-3726
(919) 856-4520

Floodplains

The Federal Emergency Management Agency (FEMA) [floodplain map](#) contains NC's current information. The permitting process before construction of facilities will determine the applicable storm water requirements for the project.

LWCF Application Checklist

Use this checklist to ensure that all the required documents listed are included with your application. When uploading files to your SharePoint folder, follow this naming convention, using the Document Name indicated in parenthesis on the checklist.

Document Name_Applicant (Project Name)_Date Updated *Ex: Basic Facts_NCDPR (Test Project)_1.11.2025*

Project Information	
Basic Facts & Assurances (BFA)	
Application & Revision Form (A&R)	
<ul style="list-style-type: none">- All projects, complete sections 1.0, 2.0, and 3.0.- For Acquisition and/or Combination projects, complete sections 2.1.- For Development and/or Combination projects, complete sections 2.2.	
Description and Notification Form (DNF)	
Project Timeline (Timeline)	
SCORP Priorities Justification	
Applicant's Self-Scoring Review	
Financial Information & Risk Assessment	
Budget Narrative (Budget)	
Source of Matching Funds (Matching Funds)	
Federal Information for Construction and Acquisition Programs (SF 424C)	
Site Information & Maps	
Site Control / Proof of Ownership (Ownership)	
Project Location Map (Location Map)	
LWCF Boundary Map (Boundary Map)	
Site Plan (Site Plan)	
<ul style="list-style-type: none">- For Acquisition projects, a conceptual plan should be provided (Conceptual Plan).- For Development projects, building floorplans with detailed information should be provided (Building Floorplan).	
Acquisition Projects only	
<ul style="list-style-type: none">- Land Acquisition Form (Acquisition Form)- Appraisal (Appraisal)- Appraisal Review (Appraisal Review)- Legal Description of the Land (Land Description)- History of Conveyance (Conveyance)	
Environmental Review & NEPA Documentation	
Review Letter from SHPO (SHPO Letter)	
Copies of all agency correspondence and reviews required for NEPA	
Copies of any required permits or documentation of progress	
Planning & Public Involvement	
Master Plan for the park (Master Plan)	
Parks & Recreation Systemwide Plan for the Jurisdiction (Comp Plan)	
Capital Improvement Plan for Parks & Recreation (CIP)	
Local Board Minutes or Resolution Adopting Planning Documents	
Documentation of Public Involvement	
<ul style="list-style-type: none">- Recreational Needs Survey (Survey)- Public Meeting & Evidence of Advertisement / Public Support (Public Meeting)- Civic Group Presentations & Evidence of Support (Civic Groups)- Support from Parks & Recreation Advisory Board (Advisory Board)	

LWCF Basic Facts and Assurances

Local Government Name:	
Federal Employer I.D. Number: 56-	County:
Local Government Contact Person for the Grant: Name: Title: Organization: Mailing Address: City/State/Zip: Telephone: E-mail: (must be an employee of the sponsoring local government)	
Chief Elected Official: Name: Title: Mailing Address: City/State/Zip:	
Site Control (check all that apply): <input type="checkbox"/> Owned by local government <input type="checkbox"/> To be obtained with this land acquisition project <input type="checkbox"/> Has been obtained for this land acquisition project using an approved waiver that expires on this date: _____. <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement	
Type of Project: <input type="checkbox"/> Land Acquisition Only <input type="checkbox"/> Development Only (construction or renovation) <input type="checkbox"/> Land Acquisition and Development	
Costs rounded to nearest dollar: LWCF funds requested: \$ _____ .00 Local government's matching funds: \$ _____ .00 Total cost of project \$ _____ .00	
Project Name:	
Certification and Approval by Local Governing Board	
I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.	
Chief Elected Official	
(Print or Type Name and Title)	(Signature/Date)
If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.	
This form must be complete in its entirety for your application to be considered	

Application & Revision Form (A&R)

Please download the form at this link: [A&R Form](#).

The A&R form collects pertinent information about the grant, from the project description to environmental Impacts. It captures the **Who, What, When, Where, Why, and How**.

All Application types must complete the following sections and subsections:

- A&R Cover Page
 - Grant name should be project name from Basic Facts & Assurance
 - Date Prepared
 - Brief description of proposal should be your project description. This should include what is needed, who is asking for it, where it will take place, and the existing condition of facility/site.
- 1.0 NEW PROJECT GRANT APPLICATION
(This should be the same contact as the local government contact on the Basic Facts & Assurances form.)
- 2.0 SITE BASED PROJECT GRANTS
 - A. Sub-recipient (grant sponsor) information
 - B. Public Benefit
- 3.0 SITE INFORMATION
 - A. Basic Information
 - B. Stewardship Considerations
 - C. Environmental Resources Survey
 - NEPA Pathway Recommendation will be reviewed and potentially changed by the Division.
 - D. Cultural and historic resources review

All Acquisition & Combination projects must complete the following section(s) and subsections:

- 2.1 ACQUISITION AND COMBINATION GRANTS
 - A. Need
 - B. Acquisition schedule & appraisal / waiver valuation certification
 - The Division's SLO / ASLO will sign in 2.1-B once the document is finalized and no additional revisions are required.
 - C. Property Information
 - D. Acquisition Approach

All Development & Combination projects must complete the following section(s) and subsections:

- 2.2 DEVELOPMENT AND COMBINATION GRANTS
 - A. Grant Elements
 - B. Design Elements

Description and Notification Form (DNF)

Please download the form & instructions at this link: [DNF FORM](#).

Project Timeline

Please provide your projected timeline. All elements noted in the budget narrative must be addressed in the timeline. A template is provided on the next page.

Project Timeline - EXAMPLE				
Already in progress*	Completed 6 months after contract start date	Completed 1 year after contract start date	Completed 2 years after contract start date	Completed during 3 rd year of contract
Project planning began February 2020 (List the start date of pre-award expenses)	Award bid Land Acquisition - all parcels	All demolition Site prep Retaining wall Playground	Bocce court Picnic shelter w/ restroom	Parking lot Lighting

Provide notes as needed, for example:

If project contracting is delayed, a land acquisition waiver may be needed as owner of parcel 075385893, as part of the land acquisition contract has required that the land transaction be closed before (insert date).

Previous experience with federal grants

Do you have recent experience completing similar projects with federal grant funding (LWCF or other)? If so, please describe and include project identification number.

For example: *No recent LWCF funding, but in 2019 we successfully completed a project funded through the Recreation Trails Program (U.S. Department of Transportation's Federal Highway Administration) completed 8-months prior to grant end date.*

LWCF Project Timeline

Please provide your projected timeline

All elements noted in the budget narrative must be addressed in the timeline.

Already in progress*	Completed 6 months after contract start date	Completed 1 year after contract start date	Completed 2 years after contract start date	Completed within 3 rd year of contract

**Only planning can take place prior to the project contract start date, without additional approval from NPS.*

Provide notes as needed:

Experience with previous federal grants

Do you have recent experience completing similar projects with federal grant funding (LWCF or other)? If so, please describe and include project identification number.

SCORP Justification

Using citations from the [North Carolina State Comprehensive Outdoor Recreation Plan \(SCORP\)](#), explain how this proposal addresses the goals, objectives, and initiatives presented in goals of the plan. These are outlined in Chapter 6 of the plan.

Applicant's Self Scoring Review: LWCF for Local Grants

Applicant:
Project Name:
Total Points Awarded:

Please provide all the information requested for each item. Before beginning, please refer to the Definitions Section. A team of LWCF staff will evaluate each application based on the scoring system and make the final decision about the applicant's score.

Open Project Selection Process (OPSP) Overview <u>The North Carolina Statewide Comprehensive Outdoor Recreation Plan (SCORP)</u>			
Points Awarded by Type of Project			
Category	Acquisition	Development	Combination
Planning	10	20	20
Public Involvement	15	15	15
Recreation Facilities	0	30	30
Land Acquisition	30	0	30
Operation and Maintenance	15	15	15
Clientele Served	0	5	5
Past LWCF per Capita Funding	10	10	10
Consistency with the NC Outdoor Recreation Plan	20	20	20
Total Possible Points	100	115	145

Projects are rated on the percentage of points achieved out of the total possible by project type.

A. Planning: (20 possible points)

1. **Master Plan for the park and/or greenway system (10 points)** (Not applicable for projects proposing land acquisition only)

The applicant has a master plan created or revised within the past five years for the project site and the project conforms to the plan.

Date the plan was produced: _____ (9 points)

or

The applicant has a master plan created or revised within the past six years to ten years for the project site and the project conforms to the plan.

Date the plan was produced: _____ (4 points)

The local governing board has adopted the master plan.

Date the plan was adopted: _____ (1 point)

Documentation Required for Master Plan:

- One copy of the park master plan or greenway system plan.
- One copy of the local governing board's meeting minutes or resolution as documentation of the adoption or acceptance.
- List the page number(s) and tab or highlight where the project is referenced in the plan.

2. Comprehensive systemwide parks and recreation plan for the local government's jurisdiction (7 points)

The applicant has a Comprehensive Systemwide Parks and Recreation Plan produced or revised in the past 10 years and the project conforms to the plan.

Date the plan was produced: _____ (6 points)

The local governing board has adopted the systemwide plan.

Date the plan was adopted: _____ (1 point)

Documentation Required for Comp Plan:

- One copy of the comprehensive systemwide parks and recreation plan.
- One copy of the local governing board's meeting minutes or resolution as documentation of the official adoption or acceptance.
- List the page number(s) and tab or highlight where the project is referenced in the plan.

3. Three-to-five-year capital improvement plan for parks and recreation (3 points)

The applicant has a three-to-five-year capital improvements plan for parks and recreation and the project is identified in the plan.

Date the plan was adopted: _____ (3 points)

Documentation Required for CIP:

- One copy of the capital improvement plan.
- One copy of the local governing board's meeting minutes or resolution documenting adoption of the plan as a part of the local government's budget process.
- List the page number(s) and tab or highlight where the project is referenced in the plan.

B. Level of public involvement in developing and supporting the project: (15 possible points)

1. Public meetings (5 points):

The applicant conducted a public meeting(s) exclusively for discussing the project and obtaining comments. The public supported the project. Evidence of support must be provided.

Date of the meeting(s): _____

Documentation Required for Public Meetings:

- Provide a title page that gives the name of applicant, the name of the project and identifies the document as "Public Meetings."
- One copy of the newspaper advertisement or a document describing the other means used to widely advertise the meeting.
- One copy of the minutes including the discussion of the project, who was present, and public comments.

2. Recreational needs survey (5 points):

The results of a survey to determine the recreational needs in the applicant's jurisdiction show that the citizens support the project.

- The survey must have been conducted during the past ten years
- Please refer to page 41 for the required components of the survey

Documentation Required for Survey:

- Copy of the questionnaire
- Results of the survey
- Describe how the survey was distributed.
- Give the date(s) of distribution and the number of surveys distributed.
- Provide the number of respondents and demographic information that they are representative of the local government's jurisdiction.
- Describe how the results of the survey show that the citizens support the project.
- Include a title page that gives the name of applicant, the name of the project and identifies the document as "Survey of Recreational Needs."

3. Support from civic (non-governmental) groups (3 points):

The applicant presented the project to two or more local groups. Examples: civic groups, neighborhood associations, youth organizations, and advisory boards.

Documentation Required for Civic Groups:

- Include a title page that gives the applicant's name, the project name and identifies the document as "Presentations to Local Groups."
- One copy of the agenda, minutes or thank you letter from the groups that confirm the dates of the meetings and the presentations given by the applicant.
- *Note: support letters from a group do not count as presentations.*

Name of the Organization	Date of the Presentation	Meeting agenda or letter from the organization included in the application?

4. Support from a parks and recreation board (2 points):

The applicant presented the project to the parks and recreation advisory board or a similarly appointed group and received a motion of support for the project.

Date of the meeting(s): _____

Documentation Required for Advisory Board:

- Include a title page that gives the name of the applicant, the project and identifies the document as "Presentation to Advisory Board."
- One copy of the minutes from the meeting that includes evidence of support for the project.

C. Public recreational facilities provided by the project: (30 possible points)

1. Outdoor recreational facilities to be renovated/replaced: (30 possible points)

The project will provide major renovation of (check one):

- three or more types of recreational facilities (30 points)
- two types of recreational facilities (20 points)
- one type of recreational facility (10 points)

List the recreational facilities to be renovated/replaced:

D. Number of acres acquired (15 possible points)

1. Small acquisition, 5 acres or less (1 point per acre)

Number of acres: _____

2. Medium acquisition, more than 5 less than 25 acres. (10 points)

Number of acres: _____

3. Large acquisition, 25 or more acres (15 points)

Number of acres: _____

E. Land acquisition (15 possible points)

1. Describe the site's resources in detail to receive 10 or 15 points.

If no explanation is provided, the application will receive 5 points.

The site is a significant natural, cultural, recreational, or scenic resource. Is the resource highly threatened? Will it be used for other purposes if not purchased at this time? (15 points)
Explain why the resource is significant and/or threatened:

The site is an excellent natural and/or recreational resource. (10 points)

Explain why the resource is an excellent natural or recreational resource:

The site is an average natural and/or recreational resource. (5 points)

F. The applicant's commitment to operating and maintaining the project. (15 possible points)

The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance. (15 points)

The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance. (8 points)

The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance. (4 points)

An organized volunteer group, such as a civic group or youth sports association will operate and maintain the site. (2 points)

Provide the name of the organization that will operate and maintain the site:

If the applicant is not going to operate the site with full-time staff, describe how and when the site will be open to the public.

G. Clientele served and accessibility (5 possible points)

Not applicable for projects proposing land acquisition only

- The proposed project is designed in conformance with the appropriate current standards for the Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, as amended and the American with Disabilities Act. (3 points)

- The proposed project will incorporate universal design principles and exceed ADA/ABA requirements. (2 points)

H. Previous LWCF funding (10 possible points)

1. Level of local LWCF funding per capita by county in Appendix II. (10 possible points)

County rank (from high to low) per capita LWCF funding	Points Awarded
1 - 10	1
11 - 20	2
21-30	3
31-40	4
41-50	5
51-60	6
61-70	7
71-80	8
81-90	9
91 – 100	10

Points Awarded: _____

I. Consistency with SCORP priorities – Geographic distribution and contribution to SCORP goals and objectives (20 possible points)

1. Geographic distribution – Refer to the list of counties ranked by current supply of outdoor recreation resources in Appendix III.

County rank (from high to low) based on residents per facility or local park acres	Points Awarded
1 – 10	1.5
11 – 20	3
21-30	4.5
31-40	6
41-50 (or facility not listed)	7.5
51-60	9
61-70	10.5
71-80	12
81-90	13.5
91 – 100	15

Facility groups:

Athletic fields include baseball, softball, football, soccer, and multi-purpose fields.

Athletic courts include basketball courts, tennis courts, and volleyball courts.

Trail miles include all types of trails.

For acquisition projects, refer to the local park acreage listing.

Applications proposing several types of facilities with different points awarded will be averaged.

Points Awarded: _____

2. Contribution to SCORP goals, objectives, and initiatives (5 points)

Number of Objectives Addressed	Points Awarded
Five or more	5
Four	4
Three	3
Two	2
One	1

Points Awarded: _____

Budget Narrative

A template is provided following the example. All elements listed on budget narrative should be included in project description, maps, etc. Consistency throughout the application documents is key.

Budget Narrative using Cost Categories from 424C- Example

Administrative costs (Incidental land costs are not eligible for land acquisitions)					
Element	Unit	Cost per unit	Federal share	Match share	Total
Landscape Architect	General	N/A	\$17,000	\$17,000	\$34,000
Land acquisition					
Parcel #/PIN	Acres	Cost per acre	Federal share	Match share	Total
075385893	12	\$10,000	\$60,000	\$60,000	\$120,000
075365425	1	\$1,000	\$500	\$500	\$1,000
Site Work					
Element	Unit	Cost per unit	Federal share	Match share	Total
Grading	5,000 cubic feet	\$10	\$25,000	\$25,000	\$50,000
Retaining wall	100 linear feet	\$200	\$10,000	\$10,000	\$20,000
Demolition and Removal					
Element	Unit	Cost per unit	Federal share	Match share	Total
Playground removal	Bulk	\$3,000	\$1,500	\$1,500	\$3,000
Basketball court	Bulk	\$2,000	\$1,000	\$1,000	\$2,000
Construction					
Element	Unit	Cost per unit	Federal share	Match share	Total
Playground	3 elements	\$30,000	\$45,000	\$45,000	\$90,000
Bocce Court	2 courts	\$1,000	\$1,000	\$1,000	\$2,000
Picnic shelter w/ restroom	400 square feet	\$150	\$30,000	\$30,000	\$60,000
Pave parking lot	20 spaces	Bulk	\$10,000	\$10,000	\$20,000
Miscellaneous					
Element	Unit	Cost per unit	Federal share	Match share	Total
Shelter lighting	4	\$2,000	\$4,000	\$4,000	\$8,000
Parking lighting	General	N/A	\$10,250	\$10,250	\$20,500
Totals			Federal share total	Match share total	Grand total
			\$215,250	\$215,250	\$430,500
Explain how the budget was developed: A licensed engineer was used to provide the estimates on all development costs. A federal Yellow Book appraisal was provided to determine the value of the property.					
Total anticipated pre-award expenses: \$34,000 (Landscape Architect Designs)					
Describe project elements/costs that will improve site resiliency (i.e., response to threat of flood or climate change) and facility longevity, if any: <i>Maintain consistency in cost classification categories across all budget documents: 424C, Budget Narrative and if awarded, the Detailed Expenditure Report.</i>					

LWCF Budget Narrative

(This form and format must be used; lines can be inserted or added as needed)

Administrative Costs/ Pre-Award Costs (Incidental land costs are not eligible for land acquisitions)

Element	Unit	Cost per unit	Federal share	Match share	Total

Land Acquisition

Parcel #	Acres	Cost per acre	Federal share	Match share	Total

Site Work

Element	Unit	Cost per unit	Federal share	Match share	Total

Demolition and Removal

Element	Unit	Cost per unit	Federal share	Match share	Total

Miscellaneous

Element	Unit	Cost per unit	Federal share	Match share	Total
Totals			Federal share total	Match share total	Grand total

Contingency is not an eligible LWCF cost. **Maintain consistency in cost classification categories across all budget documents: 424C, Budget Narrative and if awarded, the Detailed Expenditure Report.**

Explain how the budget was developed:

Total anticipated pre-award expenses:

Describe project elements/costs that will improve site resiliency (i.e., response to threat of flood or climate change) and facility longevity, if any:

Source of Matching Funds

Use the format below to show the sources of your matching funds. Please indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. Full land donations are eligible as matching funds. Partial donations (bargain sale) are not eligible as match.

Source of Matching Funds (EXAMPLE)			
Example Source of Matching Funds			
State match	Description of funding source	Description of funding availability	Amount of match
North Carolina Parks and Recreation Trust Fund (PARTF)	This is a state grant that funds local park capital and land development projects	An application for this project was submitted in May of this year. The grant was awarded in August of this year and is available now.	\$100,000
North Carolina Land and Water Fund (NCLWF)	This is a state grant that funds land acquisition and water improvement projects. The NCLWF permits a very limited number of types of outdoor recreation, which aligns with our future needs	A land acquisition project was submitted for this site last year and was awarded. Money is available now.	\$25,000
Local match			
Town's CIP	The town plans for land acquisition and development needs in 5-year periods.	Half of these funds are available now. The other half will be available next fiscal year.	\$200,000
Other			
Private donation	A private citizen bequeathed funds or property to develop a park in the town.	The funds will be available as soon as needed.	\$100,000
Local fundraising	Local park support group has raised funds for local parks.	The group has raised funds over the past three years. They will transfer the funds to the town when the grant is awarded.	\$50,000
Total match			\$475,000
Most federal funds cannot be used to match LWCF grant funds. Exceptions: Recreational Trails Program (https://www.fhwa.dot.gov/safetealu/factsheets.htm) and Community Development Block Grants (https://www.hud.gov/program_offices/comm_planning/cdbg). In the event that an anticipated funding source does not materialize, the local government will be expected to cover this portion of the match.			

LWCF Source of Matching Funds (*this form and format must be used*)

Use the format below to show the sources of your matching funds. Please indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. The value of the donated property is not eligible as local matching funds.

State match	Description of Funding Source	Description of funding availability	Amount of match
Local match			
Other			
Total match			

Most federal funds cannot be used to match LWCF grant funds.

Exceptions: Recreational Trails Program (RTP) (<https://www.fhwa.dot.gov/safetealu/factsheets.htm>) and Community Development Block Grants (CDBG) (https://www.hud.gov/program_offices/comm_planning/cdbg)

If an anticipated funding source does not materialize, the local government will be expected to cover this portion of the match.

Federal Information for Construction/Acquisition Programs (SF-424C)

Please download, complete, and submit the federal “Budget information for construction programs” form (SF-424C) using the following link: [Grants.gov 424 Family](#). For the calculations to work correctly, the PDF version of the form must be downloaded to a computer, then opened from the list of downloaded files. The downloaded file name should appear as “SF424C_2_0-2.0.pdf”. This pdf file can be edited and saved.

Example: The sample SF-424C form presents how to correctly complete the form using the sample Budget Narrative on page 12. Do not overmatch. Best practice is to use a 50% multiplier for each line item.

BUDGET INFORMATION - Construction Programs			
<small>NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.</small>			
COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text"/> 50,000.00	\$ <input type="text"/>	\$ <input type="text"/> 50,000.00
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text"/> 273,800.00	\$ <input type="text"/>	\$ <input type="text"/> 273,800.00
8. Demolition and removal	\$ <input type="text"/> 62,000.00	\$ <input type="text"/>	\$ <input type="text"/> 62,000.00
9. Construction	\$ <input type="text"/> 447,000.00	\$ <input type="text"/>	\$ <input type="text"/> 447,000.00
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/> 167,200.00	\$ <input type="text"/>	\$ <input type="text"/> 167,200.00
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text"/> 1,000,000.00	\$ <input type="text"/>	\$ <input type="text"/> 1,000,000.00
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. SUBTOTAL	\$ <input type="text"/> 1,000,000.00	\$ <input type="text"/>	\$ <input type="text"/> 1,000,000.00
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text"/> 1,000,000.00	\$ <input type="text"/>	\$ <input type="text"/> 1,000,000.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <input type="text"/> 50 %	\$ <input type="text"/> 500,000.00	

Site Control (Proof of Ownership)

Project Sponsor: _____ Project Name: _____

Instructions: The local government must show that it has control of the entire site of a proposed development project for providing public recreation by November 1, 2025. The project must be located on a single contiguous site. Please contact your regional consultant about linear parks and greenways.

Important: The application can be declared ineligible without this certification.

Exception: This certification is not required for applications only proposing land acquisition or applications proposing to acquire the site of a proposed development project.

1. TYPE OF SITE CONTROL: Indicate the type(s) of control the applicant has for the project site.

TYPE OF CONTROL	Check all that apply	Provide copies of deed(s), lease(s), or easement(s)
<input type="checkbox"/> Fee Simple Title	<input type="checkbox"/> Entire Site. <input type="checkbox"/> Portion of site	<input type="checkbox"/> All deeds are provided
<input type="checkbox"/> Lease (25 years or longer)	<input type="checkbox"/> Entire Site. <input type="checkbox"/> Portion of site	<input type="checkbox"/> All leases are provided
<input type="checkbox"/> Easement	<input type="checkbox"/> Entire Site. <input type="checkbox"/> Portion of site	<input type="checkbox"/> All easements are provided

2. LIMITATIONS, CONDITIONS OR ENCUMBRANCES:

No limitations, conditions, or encumbrances

a) For property owned or to be owned by the local government, describe all easements or encumbrances.
b) Describe any conditions or limitations in current or proposed leases, easements or use agreements.

Include restrictions on the local government's use of the site or the rights to be reserved by the landowner that may impact the local government's ability to complete the project in a timely manner and/ or provide for public recreational use in perpetuity.

Attach additional pages if needed.

Project Location Map

Please provide one copy of an 8½" x 11" map showing the location of the proposed project.

Required Elements:

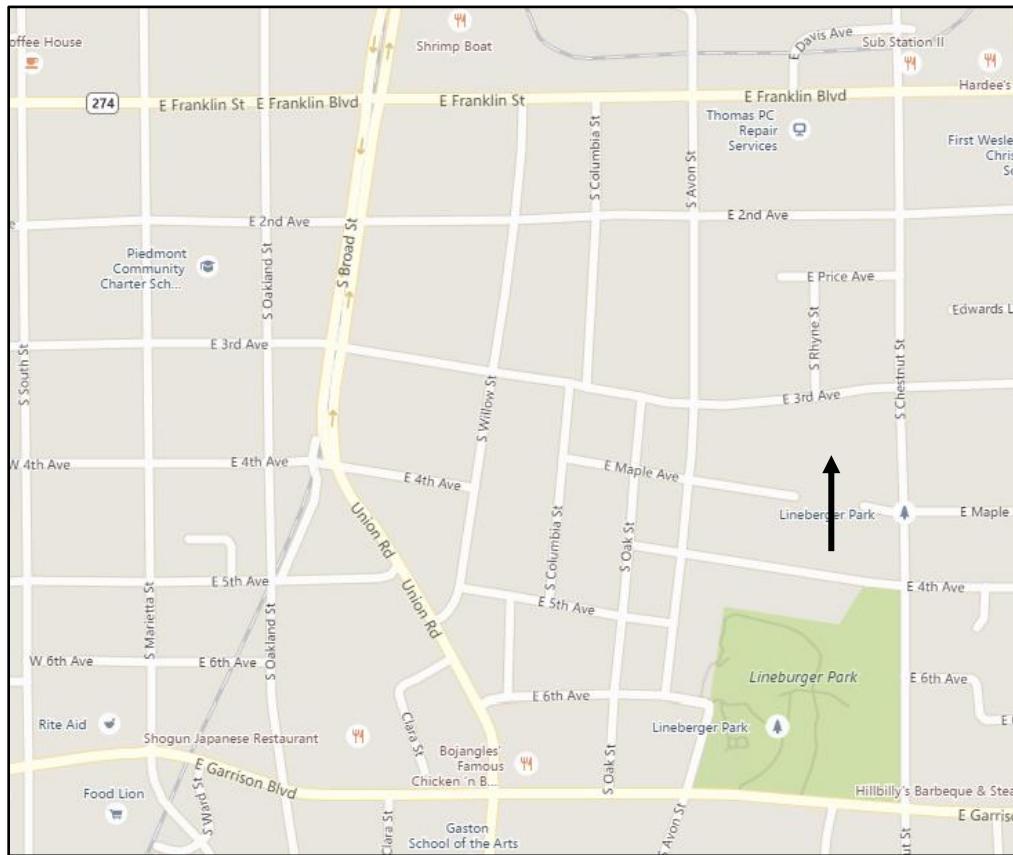
- Title of the project
- The name of the road a visitor uses to get to the park entrance.
- The closest major road
- Legible street names
- North arrow
- Physical address (such as a street address)
- Latitude/longitude coordinates of the central point in the site

Helpful to include but not required: main entrance coordinates, location of site within state & county, area of potential effect (APE)

Sample: Project location map

Lineburger Park, 632 Garrison Blvd., Gastonia, NC

Latitude / Longitude: 35°15'16.8"N / 81°10'19.7"W



LWCF Boundary Map

Required Elements:

- Official park/site name and location
- Sufficient detail to legally identify the lands subject to the LWCF Act (Clear Boundary)
- All known outstanding rights and interests in the area held by others (including details of leases)
- Total acreage of the area within the LWCF boundary
- North arrow
- Signature of the SLO or alternate and applicant representative with authority to sign contracts

Recommended Features

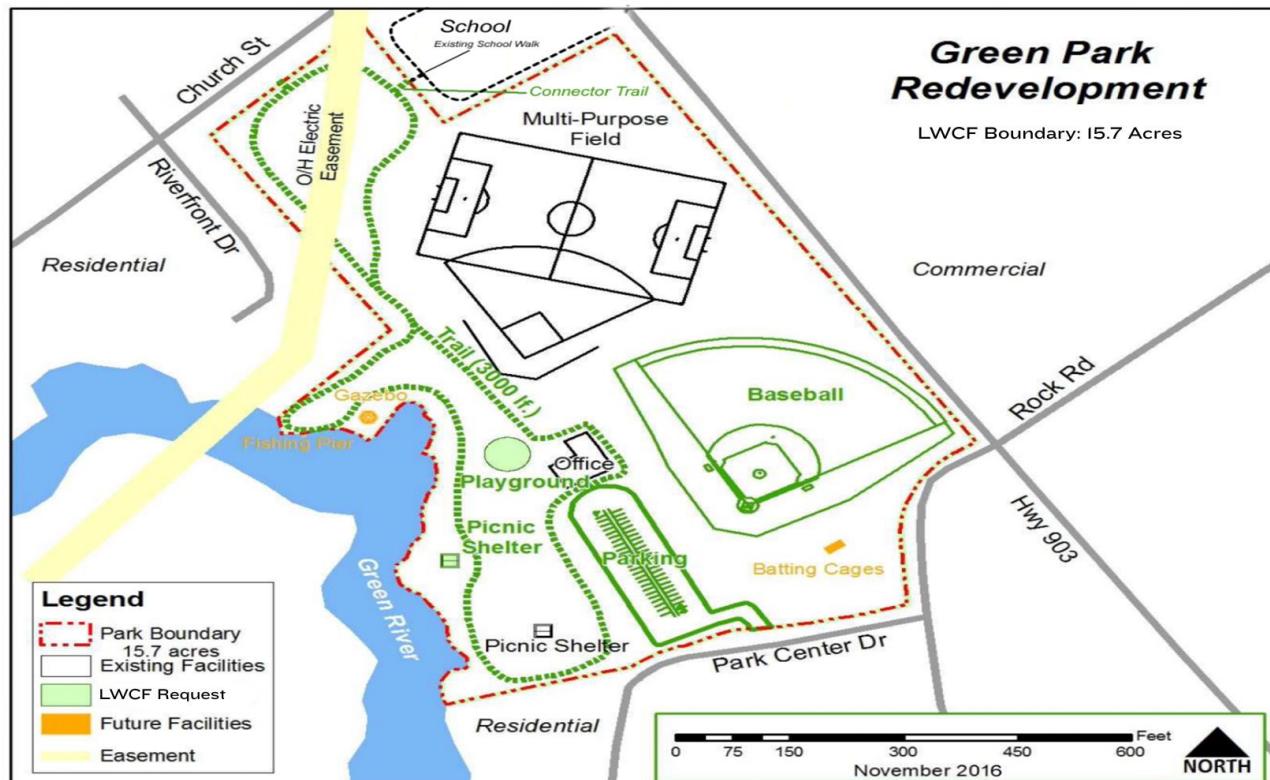
- Satellite Imagery
- Project Name
- Scale Bar
- Legend
- Address or Coordinates
- Street Names
- Parcel/Deed identifiers
- Previously encumbered acres & newly encumbered acres

LWCF Boundary Map Example



Project Site Plan

Use the example below as a guide for the site plan, including the listed items and color coding. A site plan is required for every project. Development projects should denote in green the elements to be renovated/replaced. For land acquisition only projects, a conceptual plan displaying proposed future development must be displayed in orange. Include the items and color codes listed below on the site plan.



- Title: Name of project and applicant
- Acreage
- Elements of the proposed LWCF project: **light green**. Include land to be acquired, recreational & support facilities.
- Known streams, lakes, and wetlands: **blue**
- Park boundaries: **red** for existing/ **green** for new land to be acquired
- Existing facilities: black and white
- On new property being acquired, denote in black and annotate, planned future indoor facilities to support outdoor recreation.
- **Number of acres that are/will be in the LWCF boundaries.**
LWCF boundary restrictions are presented below.
- Entrance and access roads to the site
- Future facilities: **orange**
- Utility easements (power, sewer, and water lines): **yellow**
- Names of adjacent roads
- Use of adjacent property
- Deed reference
- Metes and bounds (not required)
- Length of lease & expiration date (if applicable)
- Legend showing color coding
- North arrow
- Date the map was prepared
- Scale

Land Acquisition Form

List of Properties to be Acquired						
Applicant						
Title of Project						
Will the property be:	Current Owner	Parcel		Estimated Value		Proposed Purchase Price
		Number	Acreage	Land	Improvements for Public Park Purposes ²	
	Totals:					

Notes:

1. Full property donations, not bargain sales, can be used as matching funds.
2. Identify the value of each existing improvement that will be used or renovated/replaced for public park purposes.
3. Describe how an existing facility(s) will be used for public recreation as part of the project in this application in the space below the table.

(Example: Existing boat ramp on the property to be acquired will be used for a public boat ramp)

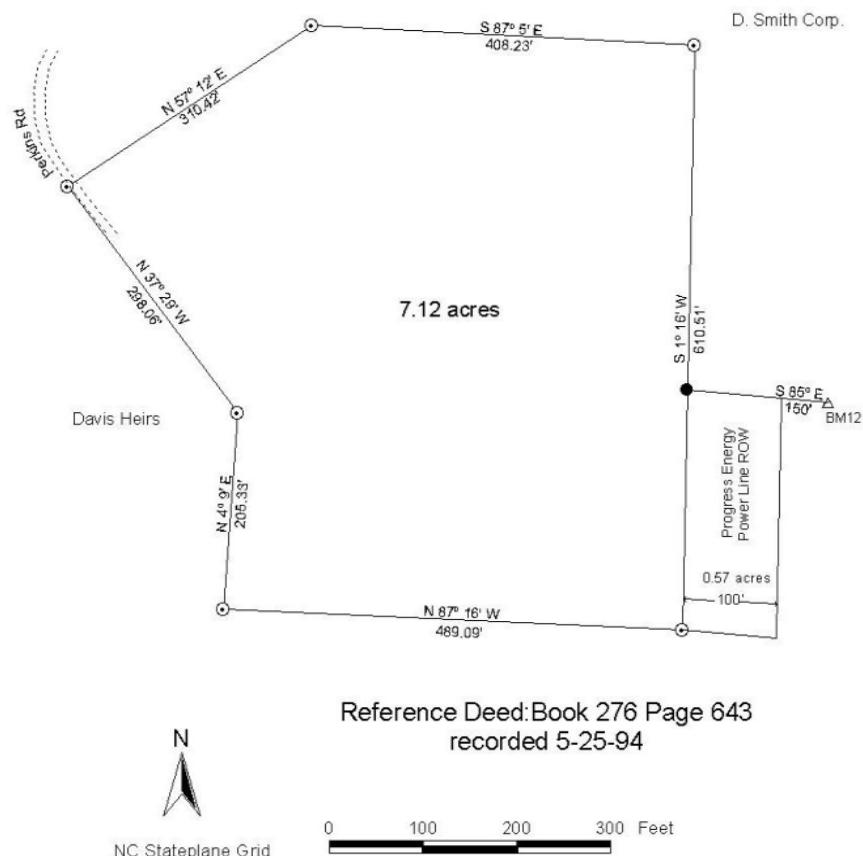
Legal Description of Property to be Acquired

Applicants proposing to acquire property with an LWCF grant are required to submit a legal description of the property. Legal descriptions include surveys, plat maps, tax maps or other maps that include metes and bounds. A legal description is needed for all parcels included on the "List of Properties to be Acquired". Resource impacts within the proposed LWCF boundary area must be described including any future easements, right of ways, leases, and other agreements about the use of the LWCF-assisted area.

The legal description should be submitted on a single 8½" x 11" page or an 11" x 17" page. Include the following items as shown on the sample below:

- Project title, acreage, north arrow, scale, date prepared
- Metes and bounds of the property
- Any easements or restrictions on the public use of property
- Owner and/or uses of adjacent property
- Significant reference points such as state plane coordinates, benchmarks, iron stakes, major streets, highway, or other landmarks
- Deed book number, page number, and date recorded

In addition to the legal description, applicants with acquisition only projects must submit a copy of a conceptual plan showing the property to be acquired and future development for public recreation. Instructions for the conceptual plan are combined with the "Site Plan" instructions.



Oak Leaf Park - Legal Description

Review Letter from SHPO

Please provide a letter of approval from the North Carolina State Historical Preservation Office declaring that the site has been reviewed for adverse impacts. Allow 90 days to receive this.

Example:



North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office
Ramona M. Bartos, Administrator

Coronator: Roy Cooper
Secretary: Susi H. Hamilton

Office of Archives and History
Deputy Secretary: Kevin Cherry

April 3, 2018

Fred Belledin fbelledin@clearscapes.com
Clearscapes
311-200 West Martin Street
Raleigh, NC

Re: John Chavis Memorial Park, Raleigh, Wake County, ER 18-0437

Dear Mr. Belledin:

We have reviewed the proposal submitted in your letter of February 21, 2018, concerning the master plan for the John Chavis Memorial Park, a property listed in the National Register of Historic Places. We believe that the work as proposed will meet the *Secretary of the Interior's Standard for Rehabilitation* and result in a finding of no adverse effect.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579 or environmental_review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

Renee Gledhill-Earley
for Ramona M. Bartos

Appendix I: Definitions

The North Carolina Statewide Comprehensive Outdoor Recreation Plan

Renovation: The extensive reconstruction of a facility to restore or improve its usefulness to its original purpose within an LWCF-assisted park. A renovation project will not be awarded points under the scoring system if the facility's deterioration is due to inadequate maintenance during its reasonable lifetime.

Obsolete facilities: Project sponsors are not required to continue the operation of a particular recreation area or facility beyond its useful life. However, Section 6(f)(3) of the LWCF Act requires project sponsors to maintain the entire area within the Section LWCF boundary in some form of public outdoor recreation use. Notwithstanding neglect or inadequate maintenance on the part of the project sponsor, a recreation area or facility may be determined to be obsolete if:

- reasonable repairs are not sufficient to keep the recreation area or facility operating;
- changing recreation needs dictate a change in the type of facilities provided;
- park operating practices dictate a change in the type of facilities required; or,
- the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

Replacement: The replacement of an existing recreation facility that has been deemed obsolete with an outdoor recreation area or facility. This can be replacement of the same type or different type of facility if public demand has changed. Discuss "Significant Change of Use" vs. "Obsolescence" at existing LWCF sites with your RRS Consultant.

Outdoor Recreational Facility: The following list provides examples of outdoor recreational facilities or areas. Indoor recreational facilities are not eligible.

Examples of Recreational Facilities and Areas:

- Sports facilities including tennis courts, soccer fields, ballfields, running tracks, volleyball courts and basketball courts.
- Swimming facilities including swimming pools, splashpads, wave-making pools, wading pools, and swim beaches.
- Trails within a park with a minimum continuous length of 1/4 mile including nature trails, hiking trails, bicycling trails, and equestrian trails.
- Greenways - linear open spaces connecting parks or other public areas that are 1/4 mile or longer and usually contain a multi-purpose trail.
- Camping facilities including cabins, group camps, and tent and trailer campgrounds.
- Picnic facilities including picnic shelters with tables and grills, or picnic areas with groups of tables, grills, and trash receptacles.
- Interpretive facilities for nature study, viewing scenery and photography including observation decks, viewing platforms, boardwalks.

- Playgrounds and tot lots.
- Amphitheaters.
- Fishing and boating facilities including man-made lakes or ponds, docks, launching ramps, piers, and marinas.

Support facilities are not recreational facilities: Support facilities include parking lots, roads, lighting, bleachers, restrooms, concession buildings, site preparation, bridges, utilities, and sidewalks.

Master Plan for the Park: A long-range plan for one park that contains a site analysis; a description of the community's recreational needs; property acquisition boundaries; and the proposed location of all capital improvements. A master plan document must adequately address all the following items to receive points:

- Site analysis - Describe and evaluate the site's natural, historic, and man-made features. These include items such as topography, soils, vegetation, hydrology, significant natural communities, wetlands, existing structures, and public access.
- Recreational needs - Identify the recreational opportunities that the public prefers using meetings or a survey. Describe how the recreational opportunities being proposed by the master plan relate to existing recreational facilities and services in the jurisdiction (this may be a part of the system-wide comprehensive plan).
- Program description - Identify the main purposes of the park including a description of the how the local government will design the park to be used by the public.
- Physical needs - Identify the physical needs of the park's site. Include any land the local government will acquire and any capital improvements (buildings, recreation facilities, roads, utilities). All land and capital improvements proposed in the LWCF application must be included in the master plan.
- Project costs for property acquisition and capital improvements, divided into phases if necessary. The cost information can be provided in a separate document that is submitted with the master plan.
- Site plans and illustrations depicting the boundaries of land to be acquired and the location of facilities.
- Public Involvement - Describe how the local government involved a broad range of the citizens in its jurisdiction as the master plan was being developed. Examples include public meetings or advisory committee meetings. This description can also be provided in a separate document that is submitted with the master plan.

Greenway System Plan - A long-range plan to develop a framework for building an integrated system of trails that will link citizens to the outdoors. A greenway system plan must adequately address all the following items:

- Vision, Goals and Objectives - The goals and objectives the local government would like the plan to accomplish related to the different uses/benefits of the greenway, especially in reference to recreation/fitness/health.

- Inventory Existing Data and Related Plans – the identification and mapping of existing natural resources, man-made features and linear greenway corridors within the local jurisdiction that might influence the development of the greenway system.
- Analyze Data and Develop/Map Proposed Greenway – review and analysis of all data collected to allow the local government to:
 - Identify potential greenway corridors,
 - Identify hubs/destinations that are either natural resource based or man-made (or a combination of the two) which should be part of the greenway system,
 - Identify important and threatened open space that should be part of the greenway system including ecologically or biologically significant areas or hubs,
 - Identify and discuss greenway development challenges such as floodways, active railroad tracks/crossings, major roadway crossings, etc.
- Mapping - the result of the above analysis is a map(s) and text to describe the proposed system. The map(s) should illustrate not only existing greenway system elements, but also the proposed greenway network envisioned by the local government.
- Action Plan – develop a specific action plan that will position the local government to move forward in realizing the proposed greenway system. The action plan should include:
 - A listing of action steps that set priorities,
 - Roles and responsibilities in implementing the plan,
 - Cost estimates, resources and potential funding options needed to address action steps, and
 - Greenway corridor segments identified as potential pilot projects.
- Public Involvement - A description of how the local government involved a broad range and representative number of its citizens as the greenway plan was prepared. Examples include a random survey of the citizens; a series of public meetings that would give most citizens an opportunity to participate; a series of focus group meetings that involve the representatives of the jurisdiction's population; or a combination of these efforts. Please address the number of people who participated and who they represented for each level of public involvement used.
- Maintenance, Management and Operational Policies – address policies that will provide the basis for making decisions related to trail maintenance, management, and security.
- The cost information and description of public involvement can be provided in a separate document that is submitted with the greenway plan.

Comprehensive Systemwide Plan for Parks and Recreation: A long-term plan that describes how a local government will address the recreational needs of the citizens in its jurisdiction. A systemwide plan document must adequately address all the following items:

- Produced or revised within the past ten years.
- A description of the jurisdiction's residents and their preferences for recreational activities and facilities.
- An evaluation of existing recreational facilities and park land such as local and state parks, school facilities, the YMCA or YWCA, churches, private sector, etc. to determine if the community's current and future recreational needs are being met.

- An estimate of the park land to be acquired and the recreational facilities to be developed to address shortfalls in current services.
- A detailed description of how the local government involved a broad range and representative number of its citizens as the plan was prepared.
- Examples include a random survey of the citizens; a series of public meetings that would give most citizens an opportunity to participate; a series of focus group meetings that involve the representatives of the jurisdiction's population; or a combination of these efforts.

Capital Improvement Plan / Three-to-Five-Year Park and Recreation Plan: A plan that lists all capital expenditures and/or specifically all park and recreation projects that a local government has approved for funding and scheduled for the near future. The plan is a component of the local government's regular budget cycle.

Survey of Recreational Needs: A survey of the citizens in the local government's jurisdiction to identify their needs and preferences for recreational opportunities. The local government can use the survey as one of the first steps in developing a master plan for a specific park or a system-wide comprehensive park and recreation plan for the entire jurisdiction. Through the survey, citizens can give their preferences for different types of recreation and facilities. The local government uses the survey results to establish recreational priorities for the jurisdiction. The local government must distribute the questionnaire to a broad and representative sample of its citizens. The questionnaire can be distributed through the mail, door-to-door, by telephone, in focus groups and in public meetings. The following key elements of the survey must be documented:

- The survey should be distributed to a sample of citizens that is sufficiently large and varied enough to be representative of the population in the jurisdiction. A random sample of the population is preferred.
- The number of respondents should be sufficiently large enough to adequately represent the population of the jurisdiction, at a minimum, ten percent of the distributed surveys.
- The questions must be clear and unbiased.
- The questions should not limit the citizens to choosing from a narrow list of recreational opportunities.
- Copies of the same questionnaire must be distributed to everyone in the sample.
- The survey should include at least three of the following demographics to ensure a representative population of the jurisdiction: age, gender, education level, race, ethnicity, household income or household size.
- The survey must have been conducted within the past ten years.
- The survey must have been conducted, and results received, before the local government begins planning the LWCF project.

Appendix II: Level of Local LWCF Spending Per Capita by County

Table for Item H - Level of Local LWCF Spending Per Capita by County

Rank	County	LWCF Assistance	2015 Population	LWCF per Capita	Rank	County	LWCF Assistance	2015 Population	LWCF per Capita
33	Alamance	1,103,154	154,511	\$ 7.14	71	Johnston	613,254	182,547	\$ 3.36
26	Alexander	313,223	37,268	\$ 8.40	93	Jones	13,508	10,439	\$ 1.29
7	Alleghany	176,398	11,114	\$ 15.87	23	Lee	527,442	61,618	\$ 8.56
32	Anson	191,455	26,688	\$ 7.17	51	Lenoir	299,186	59,110	\$ 5.06
24	Ashe	234,103	27,399	\$ 8.54	76	Lincoln	240,022	80,980	\$ 2.96
12	Avery	220,207	17,833	\$ 12.35	11	Macon	445,588	34,095	\$ 13.07
85	Beaufort	108,482	47,780	\$ 2.27	22	Madison	182,752	21,320	\$ 8.57
89	Bertie	44,332	20,734	\$ 2.14	5	Martin	403,585	23,607	\$ 17.10
38	Bladen	230,939	35,317	\$ 6.54	21	McDowell	402,585	45,258	\$ 8.90
82	Brunswick	313,645	122,340	\$ 2.56	70	Mecklenburg	3,469,612	1,030,572	\$ 3.37
67	Buncombe	988,663	254,358	\$ 3.89	2	Mitchell	365,354	15,408	\$ 23.71
27	Burke	724,926	89,300	\$ 8.12	6	Montgomery	453,361	27,742	\$ 16.34
65	Cabarrus	787,009	192,847	\$ 4.08	46	Moore	554,646	93,963	\$ 5.90
14	Caldwell	934,429	82,502	\$ 11.33	43	Nash	569,395	94,197	\$ 6.04
18	Camden	95,633	10,166	\$ 9.41	87	New Hanover	492,379	222,168	\$ 2.22
9	Carteret	1,002,465	70,812	\$ 14.16	72	Northampton	66,996	20,738	\$ 3.23
17	Caswell	223,133	23,718	\$ 9.41	39	Onslow	1,277,952	197,791	\$ 6.46
60	Catawba	675,138	155,200	\$ 4.35	45	Orange	854,690	142,687	\$ 5.99
88	Chatham	150,345	69,530	\$ 2.16	28	Pamlico	104,048	13,108	\$ 7.94
13	Cherokee	320,329	27,253	\$ 11.75	59	Pasquotank	174,096	39,445	\$ 4.41
15	Chowan	160,009	14,919	\$ 10.73	95	Pender	27,150	57,680	\$ 0.47
97	Clay	-	10,584	\$ -	80	Perquimans	39,779	14,176	\$ 2.81
69	Cleveland	332,702	97,274	\$ 3.42	68	Person	139,592	39,459	\$ 3.54
62	Columbus	247,000	57,738	\$ 4.28	74	Pitt	551,440	176,109	\$ 3.13
78	Craven	314,775	107,919	\$ 2.92	34	Polk	138,415	20,761	\$ 6.67
86	Cumberland	745,699	332,568	\$ 2.24	31	Randolph	1,036,779	142,400	\$ 7.28
92	Currituck	35,465	23,802	\$ 1.49	4	Richmond	807,366	46,253	\$ 17.46
10	Dare	465,130	35,360	\$ 13.15	48	Robeson	723,802	132,732	\$ 5.45
81	Davidson	445,789	164,557	\$ 2.71	53	Rockingham	453,295	91,872	\$ 4.93
63	Davie	178,723	41,806	\$ 4.28	19	Rowan	1,312,095	140,170	\$ 9.36
56	Duplin	277,673	60,462	\$ 4.59	83	Rutherford	169,440	67,177	\$ 2.52
58	Durham	1,322,481	296,452	\$ 4.46	29	Sampson	479,692	64,644	\$ 7.42
3	Edgecombe	1,036,516	55,744	\$ 18.59	8	Scotland	555,400	35,720	\$ 15.55
37	Forsyth	2,398,714	363,817	\$ 6.59	16	Stanly	646,645	61,339	\$ 10.54
84	Franklin	150,346	64,207	\$ 2.34	41	Stokes	290,411	46,144	\$ 6.29
52	Gaston	1,053,671	212,868	\$ 4.95	40	Surry	468,409	73,521	\$ 6.37
98	Gates	-	11,430	\$ -	1	Swain	433,771	14,829	\$ 29.25
75	Graham	27,227	9,112	\$ 2.99	20	Transylvania	308,604	33,845	\$ 9.12
35	Granville	384,781	58,046	\$ 6.63	47	Tyrrell	24,008	4,180	\$ 5.74
36	Greene	140,212	21,211	\$ 6.61	79	Union	624,168	220,792	\$ 2.83
44	Guilford	3,103,164	517,284	\$ 6.00	90	Vance	87,566	45,022	\$ 1.94
49	Halifax	272,793	53,102	\$ 5.14	66	Wake	4,068,305	1,003,596	\$ 4.05
57	Harnett	576,571	126,886	\$ 4.54	100	Warren	-	20,458	\$ -
30	Haywood	446,442	60,334	\$ 7.40	77	Washington	37,730	12,792	\$ 2.95
64	Henderson	472,440	111,147	\$ 4.25	42	Watauga	328,019	52,816	\$ 6.21
91	Hertford	47,046	24,445	\$ 1.92	94	Wayne	133,408	125,800	\$ 1.06
96	Hoke	20,510	52,666	\$ 0.39	73	Wilkes	222,242	69,709	\$ 3.19
99	Hyde	-	5,934	\$ -	54	Wilson	411,299	84,553	\$ 4.86
50	Iredell	869,753	169,431	\$ 5.13	55	Yadkin	179,813	37,953	\$ 4.74
25	Jackson	346,835	41,031	\$ 8.45	61	Yancey	77,608	17,937	\$ 4.33

Appendix III: Supply of Recreation Resources Per Capita by County

Table for Item I – Supply of Recreation Resources Per Capita by County

County	2015 Population	residents/athletic field		residents/athletic court		residents/picnic shelter		residents /playground		residents /trail mile		residents /local park acre	
		Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank
Alamance	154,511	32	1,776	41	2,664	14	3030	35	4682	49	3055	8	65
Alexander	37,268	50	2,070	99	18,634	97	0	34	4659	96	74536	84	490
Alleghany	11,114	99	11,114	2	1,111	27	3705	48	5557	8	191	32	150
Anson	26,688	9	988	78	4,448	19	3336	28	4448	29	1061	26	115
Ashe	27,399	53	2,108	80	4,566	47	5480	31	4566	57	4183	63	269
Avery	17,833	10	991	39	2,548	58	5944	56	5944	7	188	57	241
Beaufort	47,780	40	1,911	71	3,982	71	7963	58	5973	44	2459	59	244
Bertie	20,734	29	1,728	85	5,184	80	10367	81	10367	97	0	92	768
Bladen	35,317	63	2,523	69	3,924	56	5886	27	4415	40	2185	69	304
Brunswick	122,340	37	1,854	29	2,308	13	2984	53	5826	35	1605	7	61
Buncombe	254,358	66	2,650	43	2,795	52	5652	59	6204	32	1306	15	89
Burke	89,300	17	1,191	28	2,290	9	2481	29	4465	23	564	22	107
Cabarrus	192,847	71	2,878	57	3,269	32	4018	61	6650	92	18543	53	224
Caldwell	82,502	13	1,130	11	1,587	10	2500	16	3300	27	777	17	92
Camden	10,166	64	2,541	84	5,083	98	0	80	10166	14	385	95	1452
Carteret	70,812	8	920	14	1,647	16	3079	18	3372	15	390	47	199
Caswell	23,718	97	7,906	93	7,906	95	23718	98	23718	98	0	96	1482
Catawba	155,200	69	2,723	34	2,463	26	3609	10	2771	58	4240	13	78
Chatham	69,530	49	2,045	65	3,659	78	9933	66	6953	34	1593	31	145
Cherokee	27,253	34	1,817	36	2,478	40	4542	93	13626	16	395	43	182
Chowan	14,919	15	1,148	1	622	68	7460	6	2487	25	746	68	298
Clay	10,584	19	1,323	88	5,292	85	10584	83	10584	2	123	50	216
Cleveland	97,274	61	2,432	53	3,040	61	6485	65	6948	42	2269	4	46
Columbus	57,738	11	1,050	12	1,604	2	1443	3	1991	46	2600	19	99
Craven	107,919	43	1,962	66	3,721	75	8993	51	5680	47	2765	51	220
Cumberland	332,568	56	2,160	59	3,464	87	10728	67	7076	87	12139	67	285
Currituck	23,802	35	1,831	70	3,967	5	2380	57	5950	48	2975	54	227
Dare	35,360	23	1,414	9	1,473	31	3929	2	1964	13	333	6	55
Davidson	164,557	89	4,571	68	3,918	53	5674	44	5485	77	8661	64	274
Davie	41,806	98	8,361	81	4,645	83	10451	96	20903	99	0	85	504
Duplin	60,462	59	2,325	46	2,879	60	6046	46	5497	84	10335	70	312
Durham	296,452	91	4,860	35	2,470	64	6588	42	5390	59	4387	61	251
Edgecombe	55,744	92	5,068	50	2,934	45	5068	86	11149	91	16395	58	242
Forsyth	363,817	77	3,567	19	1,828	39	4492	38	4984	71	6725	5	51
Franklin	64,207	79	3,777	98	16,052	86	10701	92	12841	85	10701	81	434
Gaston	212,868	22	1,382	22	1,851	29	3870	33	4628	63	5199	28	117
Gates	11,430	14	1,143	3	1,270	98	11430	87	11430	17	434	98	1633
Graham	9,112	57	2,278	18	1,822	15	3037	100	0	1	44	99	1822
Granville	58,046	38	1,872	87	5,277	38	4465	68	7256	78	8664	66	284
Greene	21,211	41	1,928	89	5,303	36	4242	41	5303	72	7070	90	643
Guilford	517,284	31	1,759	24	2,173	30	3889	15	3193	45	2595	2	41
Halifax	53,102	73	3,319	38	2,529	34	4085	55	5900	30	1193	80	402
Harnett	126,886	54	2,115	79	4,532	90	14098	88	11535	51	3134	18	95

Table for Item I – Supply of Recreation Resources Per Capita by County

County	2015 Population	residents/athletic field		residents/athletic court		residents/picnic shelter		residents /playground		residents /trail mile		residents /local park acre	
		Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank
Haywood	60,334	51	2,080	55	3,175	65	6704	69	7542	20	464	91	754
Henderson	111,147	83	3,970	77	4,446	74	8550	79	10104	33	1380	56	240
Hertford	24,445	68	2,716	60	3,492	23	3492	13	3056	86	11640	21	106
Hoke	52,666	94	5,852	97	13,167	93	17555	94	17555	54	3511	100	10533
Hyde	5,934	95	5,934	91	5,934	57	5934	11	2967	10	276	88	539
Iredell	169,431	20	1,366	76	4,344	42	4579	43	5466	50	3125	37	165
Jackson	41,031	60	2,414	49	2,931	28	3730	24	3730	12	312	1	33
Johnston	182,547	76	3,511	83	5,071	76	9127	72	7937	76	8022	83	469
Jones	10,439	75	3,480	95	10,439	82	10439	82	10439	100	0	97	1491
Lee	61,618	88	4,401	64	3,625	79	10270	70	7702	53	3201	40	172
Lenoir	59,110	18	1,285	20	1,847	72	8444	60	6568	94	26868	46	192
Lincoln	80,980	80	3,856	94	10,123	89	13497	75	8998	93	18833	48	209
Macon	34,095	4	631	17	1,794	37	4262	63	6819	4	147	44	184
Madison	21,320	96	7,107	33	2,369	67	7107	84	10660	6	169	93	790
Martin	23,607	26	1,574	15	1,686	70	7869	19	3372	82	9443	60	245
McDowell	45,258	39	1,886	82	5,029	92	15086	97	22629	21	546	79	397
Mecklenburg	1,030,572	78	3,734	47	2,903	48	5511	40	5285	80	8884	3	44
Mitchell	15,408	7	856	8	1,401	3	1541	8	2568	11	287	86	514
Montgomery	27,742	90	4,624	21	1,849	50	5548	47	5548	19	451	77	391
Moore	93,963	67	2,685	45	2,847	49	5527	36	4698	39	2046	25	114
Nash	94,197	33	1,777	4	1,273	20	3364	7	2546	95	31399	41	173
New Hanover	222,168	30	1,736	31	2,339	46	5419	54	5847	69	6258	30	133
Northampton	20,738	85	4,148	74	4,148	81	10369	64	6913	55	3988	94	988
Onslow	197,791	87	4,395	72	4,037	77	9419	85	10988	64	5257	87	526
Orange	142,687	65	2,548	26	2,229	62	6486	45	5488	41	2216	11	74
Pamlico	13,108	6	819	40	2,622	1	1092	9	2622	79	8738	12	77
Pasquotank	39,445	24	1,461	5	1,315	51	5635	25	3944	36	1826	27	117
Pender	57,680	100	19,227	100	19,227	94	19227	99	28840	89	12818	78	395
Perquimans	14,176	16	1,181	16	1,772	24	3544	5	2363	73	7088	89	545
Person	39,459	44	1,973	58	3,288	7	2466	22	3587	70	6577	35	158
Pitt	176,109	81	3,914	67	3,828	43	4760	52	5681	88	12579	24	113
Polk	20,761	74	3,460	75	4,152	21	3460	95	20761	67	5932	52	221
Randolph	142,400	82	3,956	62	3,560	69	7495	73	8376	81	9128	10	73
Richmond	46,253	48	2,011	30	2,313	6	2434	32	4625	38	1989	82	453
Robeson	132,732	12	1,062	52	3,017	41	4577	26	4148	83	9905	45	186
Rockingham	91,872	42	1,955	23	2,042	12	2871	14	3062	56	4106	9	70
Rowan	140,170	70	2,803	56	3,260	17	3115	39	5191	62	4672	23	109
Rutherford	67,177	45	1,976	27	2,239	35	4199	49	5598	68	6109	29	120
Sampson	64,644	1	440	63	3,591	33	4040	37	4973	90	16161	72	330
Scotland	35,720	2	533	13	1,624	18	3247	21	3572	65	5757	55	230
Stanly	61,339	5	713	10	1,573	4	1917	1	1460	31	1256	16	92
Stokes	46,144	58	2,307	96	11,536	54	5768	89	11536	28	941	62	254
Surry	73,521	25	1,532	42	2,723	44	4901	90	12253	37	1868	38	171
Swain	14,829	36	1,854	6	1,348	8	2471	23	3707	9	216	36	161
Transylvania	33,845	46	1,991	90	5,641	73	8461	62	6769	3	128	71	316
Tyrrell	4,180	52	2,090	7	1,393	99	0	4	2090	22	555	74	348
Union	220,792	86	4,166	86	5,257	84	10514	77	9200	66	5857	20	102

Table for Item I – Supply of Recreation Resources Per Capita by County

County	2015 Population	residents/ athletic field		residents/ athletic court		residents/ picnic shelter		residents / playground		residents / trail mile		residents / local park acre	
		Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank	Rank
Vance	45,022	27	1,667	44	2,814	91	15007	76	9004	74	7504	49	210
Wake	1,003,596	62	2,490	37	2,509	55	5801	50	5638	43	2409	14	79
Warren	20,458	84	4,092	73	4,092	66	6819	20	3410	75	7577	39	172
Washington	12,792	55	2,132	92	6,396	100	0	91	12792	24	668	76	388
Watauga	52,816	3	574	25	2,201	11	2780	17	3301	18	443	75	354
Wayne	125,800	93	5,718	61	3,544	59	5990	74	8986	61	4522	73	337
Wilkes	69,709	21	1,367	48	2,905	22	3485	71	7745	26	758	42	175
Wilson	84,553	28	1,726	32	2,349	63	6504	12	3020	60	4448	33	150
Yadkin	37,953	72	3,163	54	3,163	88	12651	78	9488	52	3182	34	151

Appendix IV: Recreation Resources Service

Recreation Resources Service is a technical assistance program jointly administered by the Division and North Carolina State University's Department of Parks, Recreation, and Tourism Management. With its team of consultants, RRS regularly helps local governments submit grant proposals and follows through with project inspections, application processing, conversion issues, and closeout processing. Technical assistance also includes assistance with the establishment of new parks and recreation departments; organization and training for new parks and recreation advisory boards; benefits-based programming; playground safety; Job Service Bulletins; grants; and workshops.

Your RRS consultant is your first point of contact for grant application support, project questions, and if awarded, grant management support.

Find your RRS Consultant



WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607

Phone: (828) 264-9511

Fax: (828) 264-9523

AGENDA RECREATION COMMISSION MEETING Wednesday, August 13th, 2025

<u>TIME</u>	<u>TOPIC</u>	<u>SPEAKER</u>
6:00 pm	Call to Order	Denny Norris, Chairperson
6:05 pm	Call to Vote	
6:10 pm	Approval of Minutes & Agenda	
6:15 pm	New Business <ul style="list-style-type: none">➤ Member Approvals➤ Requests to Play Up➤ Request for Refunds➤ Approval to Pursue LWC Grant	
6:30 pm	Member Speak Out Session	
6:40 pm	Director's Report <ul style="list-style-type: none">➤ Program Updates➤ Revenues v. Expenses 24/25➤ Staffing Update	Keron Poteat, Director
6:50 pm	Announcement of New Chair/Co-Chair	
7:00 pm	Adjournment	

Next Meeting:

Wednesday, October 8th, 2025



Watauga County Parks and Recreation Commission
Meeting Minutes
August 13th, 2025

The Watauga County Recreation Commission met at 6:00 pm, Wednesday August 13th, 2025
in the Pool Party Room at the Watauga Community Recreation Center.

Members:

*Denny Norris, Chairman
Gene Swift, Vice-Chairman
*Pam Cline
*Brittany Bolick
Jeannine Underdown-Collins
*Jason Eldreth
*Ron Henries
Joy James
*Doug Matheson
*Sam Painter
Kalie Eppley
*Roachel Laney
*Wendell Ellis
*Kevin Roeder
Sean Royall
Scott Carter
*Virginia Roseman
*Abby Bumgarner
*Braxton Eggers
*Todd Castle

Guests:

Staff Present:
Keron Poteat
Michelle Byrd
Craig Lands
David Gragg

(*present for meeting)

Mr. Norris called the meeting to order at 6:01 pm.
There were no changes or additions to the agenda.

Approval of minutes from June 11th 2025 Recreation Commission Meeting: Minutes accepted as presented. Motion by
____ Jason E. ____ ; 2nd by ____ Doug M. ____ ; Approved by all.
Motion to approve the Meeting Agenda was made by: ____ Jason ____ ; ____ Doug ____ seconded; All approved.

New Business & Speak Out Session:

Recreation Commission Chair and Vice Chair Candidates: Sam Painter, Jason Eldreth, & Roachel Laney. All were given an opportunity to speak before voting occurred.

Voting Results: Sam Painter – Chair Jason Eldreth – Vice Chair
Effective 10/8/2025 – next scheduled Rec. Commission Meeting

Introduction of Abby Bumgarner, representing Mabel Elementary School.

On July 15th 2025, the Watauga County Board of Commissioners approved the appointment of the following individuals to the Watauga County Parks & Recreation Commission:

- Brittany Bolick – Hardin Park School
- Sam Painter – Valle Crucis School
- Virginia Roseman – Boone Town Council
- Doug Matheson – Blowing Rock Town Council
- Ron Henries – WCS Board of Education



Two Requests for Youth Athletics to "Play Up" in age group:

- Soccer: 8 year old play in the 10U group – Recommended by staff. Pam made motion to approve; Braxton seconded; All Approved.
- Flag Football: 11 year old, 6th grade, play in 7th & 8th grade bracket. – Recommended by staff. Sam made motion to approve; Todd seconded; All approved.

Summer Camp Refund Request

- \$150 – one week of Summer Adventure Camp for Daniel M. (11 years old) due to personal circumstances. Keron explained in more detail.
Sam made motion to approve; Pam seconded; All approved.

Approval to pursue Land & Water Conservation Grant (LWC) with the help of Kelly Coffey with High Country Council of Governments. The grant would assist with the rebuilding and reconstruction of the Old Cove Creek Park and also be significant in reducing the financial strain to the County. Jason made motion to approve; Brittany seconded; All approved.

Roachel complimented the WCRC staff for a fantastic job with the Tar Heel District and State tournaments. But, need more involvement and partnerships from the Town and Sports Agency. Too stressful & too much for one organization.

Director's report & WCRC Updates - Keron Poteat, Director:

Gave update on the FY 24/25 Watauga County Parks & Recreation Revenue: brought in all but 2.57% of projected budget.

Also gave update on the WCP&R Budget Expenses with Cost Vs. Revenue: Recovered 81.1% of expense budget.

PROGRAM UPDATES

WCRC Memberships & Insurance Memberships: ended out the FY25 with over \$15,000 in insurance payments for May and \$14,890.10 in June payments. Memberships & renewals remain steady.

Adult: Adult Kickball has started. Adult Softball leagues starts week of August 18th.

Youth: Youth Soccer & Flag Football is starting up. Need more coaches and sponsorships. Coaches meeting is 8/14/25. Craig discussed the preparation of fields being a little behind schedule, due to the weather.

Denny suggested Green Valley Park is available for Soccer fields if needed.

Special Olympics: After Labor Day, SO practices kick off. Competition in November. Yearly physicals will start being a requirement.

HCSG/Senior Trips: Dates for trips are being confirmed. Apple Barn, Barter Theatre, are to name a couple.

Aquatics: Group lessons have increased. Summer swim team rose in registration. Teachers have suggested possibly a Fall Swim Safe along with the Spring Swim Safe. Lifeguard hiring needs: 8:45 – 3:45 Monday through Friday.

Orange slide is down, been since July 4th weekend (large fuse panel) Waiting for estimates from Robert in maintenance.

Fitness: Additional Fitness staff has been hired, Waiting lists are down for Personal Trainers.



Camps: Fun in the Sun camp is still going- in its last week! Mabel School had 1/2 days along with the morning reading program (went great)

Special Events: Adult Expo (Health fair) will be 9/25/25 from 9:00am - 12:30pm. National night out will be Tuesday 9/30/25 from 6pm-8pm. Trunk-or-Treat will be Sunday 10/26/25 from 5:00pm-7:00pm.

Denny Norris was presented gifts from the County for his 30+ years of service on the Recreation Commission.

Old Business:

***No old business to be discussed.**

Your next regular Recreation Commission Meeting will be Wednesday, October 8th, 2025 at 6:00 p.m. in the Pool Party Room at the Watauga Community Recreation Center in Boone, NC.

There being no further business, motion was made by Sam & seconded by Braxton to adjourn. All Approved.

The meeting adjourned at 7:04 p.m.

AGENDA ITEM 8:

PARKS AND RECREATION MATTERS

B. Playground Grants

MANAGER'S COMMENTS:

Watauga County Parks & Recreation is requesting approval to apply for the Game Time Playground Grant and the Play & Park Spark Fund to support enhancements to the Old Cove Creek Park playground. The Game Time Playground Grant provides up to 100% matching funds for play systems of \$75,000 or more, and up to 80% for systems between \$25,000 and \$75,000, with applications due by October 17, 2025. The Play & Park Spark Fund offers potential 50/50 matching funds with no cap, with applications due by October 31, 2025. Securing either grant would provide opportunities to expand inclusive play features at Old Cove Creek Park.

Board action is requested to approve the submission of the Game Time Playground Grant and Play & Park Spark Fund applications for Old Cove Creek Park.

WATAUGA COUNTY
PARKS & RECREATION

231 Complex Drive • Boone, NC 28607
Phone: (828) 264-9511
Fax: (828) 264-9523

M E M O

TO: Mr. Deron Geouque, *County Manager*
Watauga County Board of Commissioners
FROM:  Keron J. Poteat, *Director*
SUBJECT: Playground Grants
DATE: September 15, 2025

In addition to the LWCF Grant Submission Request, Watauga County Parks & Recreation would also like to apply for the GameTime Playground Grant, and the Play & Park Spark Fund. Here's a little information on each:

- ◆ GameTime Playground Grant — Up to 100% matching funds for play systems of \$75,000 or greater; up to 80% for play systems ranging from \$25-\$75,000. Grant applications must be submitted by October 17, 2025.
- ◆ Play & Park Spark Fund — “go-to” grant for bringing playground vision to life. Potential for 50/50 matching funds with no cap. Initial application submitted on 9/15/25. Grant applications must be submitted by October 31, 2025.

◆
If the County were to receive either of these funding opportunities, the Cove Creek Park playground vision could be enhanced for more inclusive playground features.

A motion and approval to pursue these grant applications is requested.

GameTime Grant

Terms and Conditions

- The list price of the qualifying playground system must exceed \$75,000 to qualify for up to a 100% matching grant, and payment in full must accompany your order.
- For play systems with a list price of less than \$75,000 and greater than \$25,000 with full payment, GameTime playground grants are available, with matching funds up to 80%.
- Matching funds are available up to 65% for play systems that exceed \$25,000 and are purchased with credit terms.
- Matching funds are subject to rounding rules and may vary based on qualified purchases. This grant program cannot be used with any other offer, discount, or special program.
- Up to 100% matching funds applies to PowerScape® (including Aventus, Altus, and Spire Towers), PrimeTime® (including Odyssey), Xscape®, and Modern City®.
- Up to 50% matching funds are available for THRIVE, Challenge Course, KidCourse, and The Stadium.
- Up to 50% matching funds are available for TotStuff and ECHO preschool play systems.
- Grant applications must be submitted by October 17, 2025. The project administrator must validate all applications, and GameTime reserves the right to decline any application.
- GameTime will accept grant orders until October 24, 2025, or until all eligible funds are disbursed, whichever comes first.
- The customer must be able to receive the shipment by December 31, 2025, subject to transportation availability.
- As listed in the 2025 GameTime Playground Design Guide, standard policies and warranties apply. Freight and applicable sales tax are extra and not included.
- Other terms, conditions, and exclusions may apply to the installation of playground equipment. Contact your local GameTime representative for complete details.
- GameTime reserves the right to terminate this offer at any time without notice. This offer is only valid in the contiguous United States.

AGENDA ITEM 8:

PARKS AND RECREATION MATTERS

C. Out-of-State Travel Request

MANAGER'S COMMENTS:

Ms. Keron Poteat, Director of Watauga County Parks & Recreation, has been invited to serve as Competition Director for the 2025 Special Olympics North America Tennis & Pickleball Championships in Hilton Head, SC, October 14–19, 2025. This opportunity provides professional development and leadership experience, while also showcasing the County's support of Special Olympics programs. All travel-related expenses, including housing and mileage, will be covered by Special Olympics North America.

Board action is requested to approve the out-of-state travel request for Ms. Keron Poteat.



WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607

Phone : (828) 264-9511

Fax : (828) 264-9523



www.wataugacounty.org

To: Mr. Deron Geouque, *County Manager*
Watauga County Board of Commissioners

From:  Keron J. Poteat, *Director*
Subject: Out-of-State Travel Request
Date: September 15, 2025

I am honored to serve on the Games Management Team for Special Olympics North America's Tennis & Pickleball Championships held annually in Hilton Head, SC. Since the introduction of Pickleball on the SONA stage, I have served as the Competition Director for the event.

Please consider approving my Out-of-State Travel Request for the 2025 Special Olympics North America Tennis & Pickleball Championships for October 14-19, 2025. Special Olympics North America assumes all costs associated with my travel including housing and mileage.

Thank you in advance for your consideration.

Watauga County

Travel Authorization and Travel Advance Request

Updated 1-12-05

Date	9/15/25	Budget Account Number
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Name: Keron J Poteat	Title: Director	Department: Watauga County Parks and Recreation
Destination:	Meeting Dates: Tuesday, October 14-Sunday, October 19, 2025	
Is this out of state travel? Yes <input checked="" type="checkbox"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: 10/14/25	Return Date: 10/19/25
	Time: 9 am	Time: 4 pm
Purpose of Trip: Special Olympics North America Tennis & Pickleball Championships		
Overnight Accommodations Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Rate per night/person _____		
Name of Hotel/Motel _____ Provide by SONA _____ Government Discount <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Method of Transportation:		
Cost \$ _____ 0 <input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air <input type="checkbox"/> County Vehicle (Van, Truck)		
<input type="checkbox"/> Other _____		
Explanation _____		

Estimated Expenses		Totals	
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		\$0†	\$0†
MEALS:	Breakfast	\$6 ‡	\$
	Lunch	\$8 ‡	\$
	Dinner	\$ 14	\$
* LODGING:	Single Rate	\$ <input type="checkbox"/>	Provided
* Other			
	Total	0	\$0

* Receipts Required for Reimbursement

Remarks:† SONA will cover all fees associated with travel and housing. Any meals not covered, I will purchase on my own. No County funding is requested.		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount \$ _____	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Form is Mathematically Correct: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Approved as corrected	Department Head or County Manager _____	
Finance Staff _____	Employee _____	
Date _____	9/15/25 Date _____	
County Manager (Out of State Travel) _____		
Date _____		



Wednesday, Oct 15

5:00 PM	Coaches Call	Zoom Link
---------	--------------	---------------------------

Thursday, Oct 16

7:00 AM	Venue set-up	Palmetto Dunes
10:30 AM	Registration	
11:30 AM – 12:30 PM	Lunch	Palmetto Dunes
1:00 - 3:00 PM	Pro Clinics including Athletes	Palmetto Dunes PP Courts
3:30 - 4:45 PM	Unified Experience (for athletes)	Palmetto Dunes PP Courts
5:45 PM	Athlete Line up for Opening Ceremony	
6:00 PM	Opening Ceremony	Port Royal Golf and Racquet Club
7:00 PM	Dinner/Dance	Port Royal Golf and Racquet Club

Friday, Oct 17

11 AM- 12 PM	Lunch	Palmetto Dunes
12:30 PM	Check-in at PD	Palmetto Dunes
1:00 – 3:00 PM	Divisioning Round Robin Unified Doubles	Palmetto Dunes PP Courts
3:00 – 4:30 PM	Divisioning Round Robin Doubles	Palmetto Dunes PP Courts
6:30 PM	Dinner	Palmetto Dunes PP Courts
7:45 pm	Pro Exhibition	Palmetto Dunes PP Courts

Saturday, Oct 18

11:00 AM- 12:00 PM	Lunch	Palmetto Dunes
1:00 – 3:15 PM	Competition Finals Round Robin Doubles Play	Palmetto Dunes PP Courts
1:00 – 4:15 PM	Competition Finals Round Robin Unified Doubles	Palmetto Dunes PP Courts
4:00 PM	Ice Cream Social	Palmetto Dunes
4:30 PM	Awards	Palmetto Dunes



Monday, Oct 13

7:00 PM Coaches Call Zoom Link

Tuesday, Oct 14

5:45 – 7:00 PM Volunteer Meeting and apparel distribution Spring Lake Tennis

Wednesday, Oct 15

1:00 PM– 5:00 PM Venue set-up Spring Lake Tennis

Thursday, Oct 16

9:00 – 11:00 AM	Practice Courts available	Spring Lake Tennis
9:00 – 11:00 AM	Athlete and Coach Registration	Registration Tent
11:00 – 1:00 PM	Lunch	Delegation Tents
1:00 PM	PTR Coaches Welcome	Spring Lake Tennis
2:00 – 5:00 PM	Preliminary Rounds	Spring Lake Tennis
5:45 PM	Athlete Line up for Opening Ceremony	Port Royal Golf and Racquet Club
6:00 PM	Opening Ceremony	Port Royal Golf and Racquet Club
7:00 PM	Dinner and Dance	Port Royal Golf and Racquet Club

Friday Oct 17

8:00 AM – 3:00 PM	Singles Pool-Play	Spring Lake Tennis
1:00 – 6:00 PM	Unified Doubles/Doubles Pool-Play	Spring Lake Tennis
11:00 AM – 1:00 PM	Lunch	Delegation Tents
6:30 PM	Dinner	Palmetto Dunes Tennis Courts
7:00 PM	Pro Exhibition	Palmetto Dunes Tennis Courts

Saturday Oct 18

8:00 AM – 1:00 PM	Singles - Finals	Spring Lake Tennis
12:00 – 4:30 PM	Unified Doubles/Doubles - Finals	Spring Lake Tennis
11:00 AM – 1:00 PM	Lunch	Delegation Tents
12 Noon	PTR Equipment Distribution (from Program requests)	Spring Lake Tennis
3:00 – 4:00 PM	Ice Cream Social	Spring Lake Tennis
5:00 PM	Awards	Spring Lake Tennis

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

A. Hazard Mitigation Grant Program Projects

MANAGER'S COMMENTS:

The Hazard Mitigation Grant Program (HMGP) supports recovery efforts from Hurricane Helene by providing for the demolition of eligible structures, transfer of the resulting parcels to the County, and placement of deed restrictions to prevent future development within the floodplain. Participation in this program comes at no direct cost to the County; however, long-term maintenance of these parcels may require funding depending on future use.

Board action is requested to approve the submission of the Hazard Mitigation Grant Program (HMGP) application.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

September 9th, 2025

To: Board of Commissioners

CC: Deron Geouque, County Manager
Katie Hancock, Clerk to the Board

Subject: Hazard Mitigation Grant Program projects

Board of Commissioners,

Please consider my request for to approved the attached Hazard Mitigation Grant Program (HMGP) application. This program is part of the recovery from Hurricane Helene and involves the demolition of structures by the State, transfer of the property to the County, and deed restriction of those parcels against further development in the flood plain. This program is at no direct costs to the County although long-term maintenance of the parcels may require funds based on future use.

Respectfully,

William Holt, MPA, CEM, NREMT-P
Emergency Services Director

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



A. Applicant/Subapplicant Information

1. Sub-Applicant/Project Name: Watauga County Acquisition/Demolition Group 1

2. Type: Acquisition/Demolition

3. Applicant/Subapplicant Type: Local Government

4. Proposed Project Total Cost: \$3,091,767.75

Federal Share (75%): \$2,318,825.81

SRMC (5%): \$154,588.38

Non-Fed Share (25%): \$772,941.94

5. Certifications

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application. The applicant recognizes that the project may proceed ONLY AFTER FEMA APPROVAL is granted.

William Holt

Typed Name of Authorized
Representative/Applicant Agent

Emergency Services Director

Title

(828) 264-4235

Phone Number

Signature of Authorized Representative/Applicant Agent

Date Signed

6. Does your community or Tribe have a current FEMA approved hazard mitigation plan?

Yes No

Title of the Plan: Hazard Mitigation Plan Update – High Country Region Adoption date: 05/02/2022

Location of proposed project in mitigation plan strategies: Page 258 Section 9.2

Does the project align with the State/Tribal Hazard Mitigation Plan? Yes Page 253 Section 9.2

7. Does the community participate in the National Flood Insurance Program (NFIP)? Yes No

8. Tax ID Number: 56-6001816 FIPS Code (5 digits): 37189

Community ID Number (6 digits): 370253 UEI Number: X7B4LX1QQMX6

Has Construction started on this project? No

Has this project been funded (rec mt funds) from any other Federal program? No

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



Is the project in the SFHA?

Partially (Described in Scope of Work). This project includes **three** properties that are located in the SFHA. The remainder are located in the Shaded X and Unshaded X but contain risk data and benefit cost analysis that support eligibility.

9. U.S. Congressional District: 5th District - Virginia Fox

10. State Legislative District: House District 93 and Senate District 45

11. Primary Point of Contact

If the project is awarded, person responsible for coordinating the implementation of this grant throughout the application process.

First Name: Deron Last Name: Geouque

Title:

Address Line 1: 184 Hodges Gap Road Suite D

Address Line 2:

City: State: Zip:

Office Phone: Mobile Phone:

Fax Number:

Email Address: deron.geouque@watgov.org

12. Alternate Point of Contact

First Name: Kristi Last Name: Pukansky

Title:

Address Line 1: 184 Hodges Gap Road Suite D

Address Line 2:

City: State: Zip:

Office Phone: Mobile Phone:

Fax Number:

Email Address: Kristi.pukansky@watgov.org

13. Authorized Applicant/Subapplicant Agent

MUST be the chief executive officer, mayor, or person of comparable status who is authorized to sign contracts, authorize funding allocations or payments, etc.

First Name: William Last Name: Holt

Title: ES Director

Address Line 1: 184 Hodges Gap Road Suite D

Address Line 2:

City: Boone State: NC Zip: 28607

Office Phone: 828-264-4235 Mobile Phone:

Fax Number:

Email Address:

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



B. Project Narrative and Scope of Work

- 1. Introductory Statement:** Watauga County proposes to acquire and demolish nine (9) properties impacted by flooding or landslide as a result of Tropical Storm Helene. A list of all properties is provided in the attached Primary Properties Spreadsheet along with other applicable project costs and relevant data. The deliverable for this project, goals to be reached by the Period of Performance (PoP) include acquiring and demolishing **nine** properties in Watauga County in order to eliminate future flood damages.

2. Activities Description:

- Grant Agreement** – This process is initiated by the Applicant (State) to the Sub-Applicant (Community). Drafts will be provided from the Applicant (State) for review and signature of the Sub-Applicant (Community). The purpose of this document is to specify the terms and deliverables associated with the project as awarded. The Grant Agreement is an official attestation of the Scope of Work as portrayed in this application.
- Kick Off** – Develop Bid Specifications and Bid Package for Services; Receive and Review Bids for Services. The Applicant will bid out for services to procure:
 - North Carolina-certified appraisers to determine pre-disaster Fair Market Value for structures in the Scope of Work;
 - a licensed surveyor to conduct a “metes and bounds” survey of each property; c) research for the title opinion for each property;
 - and potentially, a contractor to manage the activities and paperwork for this project.
- Contracts (General)** – The Applicant (State) will produce, post and review Invitations to Bid (IFB).
 - Procurement process summary: State HMGP is responsible for procurement under it's state centric model
 - Deliverables – Guidance Page Part 12 b.1.4
- Phase 1 Non-Construction:** Conduct title search, surveys, appraisals
 - Contract provider will conduct a detailed title search for each property to ensure that the property owner has “clear title” and that no issues arise;
 - conduct a “metes and bounds” survey of each property (not an Elevation Certificate) to determine the legal property lines for each parcel as a basis for resolving any potential encroachment issues;

HAZARD MITIGATION GRANT PROGRAM

ACQUISITION/DEMOLITION PROJECT APPLICATION



- iii. conduct an appraisal process to determine Pre-Disaster Fair Market Value (PDFMV) for each property according to NCEM Standard Operating Procedures. PDFMV will be offered as an option to US Citizens, as captured by the Homeowner Intake Application and HMA Guidance. The HMGP grant pays for first appraisal to determine PDFMV. If a property owner wishes to appeal, he/she can do so and procure a second appraisal at his/her expense. If the two appraisals are within 15% of each other, the higher value is determined to be the acceptable PDFMV. If the two appraisals are more than 15% of each other, the HMGP grant will pay for a third appraisal and the average of the three will be determined as final PDFMV. Duplication of benefits will be deducted from the PDFMV during closing. All appraisal summaries will be documented as FEMA closeout deliverables.
- e. **Phase 2 Purchase:** Property Acquisition/Closing – The Sub-Applicant (Community) will schedule all closings with property owners of the properties that were listed in the Scope of Work. Each property will have a signed Voluntary Participation, by the owner, on file.
 - i. A final HUD-1 will be executed between the property owner and the County per NCEM Acquisition SOP's. <https://www.ncdps.gov/document/standard-operating-procedures-hazard-mitigation>.
 - ii. The Applicant (State) will review information provided for Duplication of Benefits (DoB) as it applies to the purchase of properties to remain compliant with federal regulation.
- f. **Phase 3 Demolition:**
 - i. **Asbestos Inspection:** Contract provider will conduct asbestos inspections for all structures in the Scope of Work, which have been acquired and are on target to be demolished.
 - ii. **Demolition:** This activity is conducted by the contract provider, overseen by the Applicant (State) with the assistance of the Sub-Applicant (Community). The Contract provider will demolish and remove all contents on the parcel in accordance with HMA guidance and to satisfy the terms of the Grant Agreement. This will include abiding by asbestos abatement demolition standards and to ensure that the final parcels meet the HMA model deed restriction, HMA Guidance, and 44 CFR definitions for “open space in perpetuity”. All structures will be demolished within 90 days of closing as required by 44 CFR Part 80. The applicant and The Sub-Applicant (Community) will also closely explore the role of ICC in the demolition process and coordinate with NFIP officials on ICC claim filing for demolition (as appropriate) to avoid any potential duplication of benefits. The Sub-Applicant (Community) will follow FEMA ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices: Demolition, and Debris Removal Stipulations for FEMA Grant Funded Projects (included in this document Attachment 1).

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



- iii. **Deed Restriction:** Application of Deed Restriction to Acquired Parcel – The Sub-Applicant (Community) will apply a deed restriction to all acquired properties in the Scope of Work. The restrictive language will follow the 2025 HMA Policy Guide. Model Deed Restriction Guidance to be provided to the Sub-Applicant (Community) by NCEM during the project implementation (“kick-off”) meeting. The Deed Restriction will hold the acquired parcel as “open space in perpetuity” and will be recorded in the Sub-Applicant (Community) Jurisdiction’s Register of Deeds. A copy of this deliverable will be provided at closeout.
- g. **Closeout Process.** This process is completed by the Applicant with the assistance of the Sub-Applicant (Community). Once the scope of work is complete, HMGP Staff will then conduct a detailed site inspection of each parcel to verify 2025 HMA Policy Guide compliance. HMGP Staff will also inspect local files related to the project and also obtain copies of FEMA-required closeout deliverables referred to in the 2025 HMA Policy Guide and FEMA award letter. The HMGP program (or NCEM) will not pay the final reimbursement request (“Cost Report”) from the Sub-Applicant (Community) until the final site inspection is conducted and any corrective actions “(if any) are addressed. A closeout request letter, FEMA closeout certification statement, and required deliverables will be submitted no later than the end of the 120-day administrative closeout (liquidation) period following the last day of the period of performance. Please note that any Period of Performance extension requests will be submitted to FEMA no later than 90 days prior to the end of the POP. Also, any potential re-uses of the parcel consistent with the 2025 HMA Policy Guide Model Deed Restriction will be submitted by The Sub-Applicant (Community) to the State Hazard Mitigation Officer for review and potential submission to FEMA as a request separate from the scope of this grant

3. Geographic description and location:

Watauga County is located in the High-Country region of northwestern North Carolina, along the Tennessee border in the Blue Ridge Mountains, part of the Appalachian Mountain range. It spans approximately 313 square miles, with nearly all of it being land. Less than 1% of the area is water.

Key Features of Watauga County’s Geography:

Mountainous Terrain: The county is characterized by rugged mountainous terrain. Its highest point is Calloway Peak on Grandfather Mountain, which reaches 5,964 feet. Beech Mountain, located within the county, is the highest incorporated town east of the Mississippi River, at 5,506 feet. Boone, the county seat, sits at an elevation of 3,333 feet, making it the highest town of its size in the eastern United States. Other notable peaks include Snake Mountain and Elk Knob.

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



Rivers and Streams:

Watauga River: The Watauga River is the major river in the county, flowing from North Carolina into Tennessee and eventually contributing to waters that reach the Gulf of Mexico.

New River: The New River includes three major tributaries, the North Fork New River, the South Fork New River, and the Little River. Despite its name, the New River is the oldest river system in North America, and one of the oldest in the world.

Other Tributaries: Several smaller creeks and streams feed into the Watauga River, such as the Doe River, Elk River, Roan Creek, and Shawneehaw Creek. These streams contribute to the hydrology of the region and provide important drainage for the mountain valleys.

Watersheds and Basins:

Despite the steep terrain, Watauga County has several significant rivers and creeks. These include the Watauga River, the North and South Forks of the New River, and the headwaters of the Yadkin River. Numerous smaller creeks also flow through the area. Several are described below.

Catawba River Basin: The Catawba River Basin, along with the Broad River basin, forms the headwaters of the Santee-Cooper River system which flows through South Carolina to the Atlantic Ocean. The Catawba River Basin covers approximately 3,285 square miles and is the eighth largest river basin in the state.

New River Basin: The New River Basin is located in northwestern North Carolina, and its streams flow northward out of North Carolina and through the mountains of Virginia and West Virginia, where they join the waters of the Gauley River. The New River Basin within North Carolina covers approximately 765 square miles. It is located in the Blue Ridge Mountain region of North Carolina.

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



Watauga River Basin: The Watauga River Basin is located within the Blue Ridge Province of the Appalachian Mountains of western North Carolina. This basin is nestled between the French Broad and Catawba River Basin to the south and the New River basin to the north. The watershed drains north to northwest from North Carolina to Tennessee.

Other Smaller Basins: Several other smaller basins and watersheds exist within the county, typically drained by smaller streams or creek systems. These areas are important for local ecology and water management.

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



Hydrological Features:

Floodplains and Wetlands: The Catawba River Basin and its tributaries have carved out floodplains and wetlands, especially in the lower-lying areas. These regions provide valuable habitats and have historically been prone to flooding during heavy rain events, such as the aftermath of Tropical Storm Helene.

4. Hazard Sources: Primary hazard type being mitigated (Flooding)

5. Population Affected:

The population of **Watauga County**, North Carolina, based on the most recent **2020 Census**, stands at approximately **54,997**. Watauga County is located in the western part of the state. It is known for its mountainous terrain, with the Town of Boone as its county seat.

Demographics:

Race and Ethnicity: The population is predominantly **White** (around 82%), with smaller percentages of **African American** (approximately 4%), **Hispanic/Latino** (around 6%), and other minority groups, including **Asian**, **Native American**, and **multiracial** populations.

Age Distribution: The median age of the population is approximately **32 years**, with a mix of both younger adults, families, and retirees attracted to the region for its lifestyle and natural beauty.

Economic Profile:

Watauga County has a strong economy, driven by tourism, healthcare, and education. The county also has a significant arts scene, which draws many residents and visitors. The area is known for its scenic beauty and outdoor recreational activities, contributing to its growing population.

6. Need for Proposed Project (History of Hazards): Describe how proposed activity will reduce risk.

Watauga County, located in the Blue Ridge Mountains of North Carolina, has a long history of natural hazards, particularly flooding and landslides. One of the most catastrophic events was the Flood of 1940, when torrential rains triggered over 2,000 landslides, devastated communities like Deep Gap and Stony Fork, and heavily flooded downtown Boone. A 2008 geological survey classified about 20% of the county as high hazard for landslides, with 41% in potential landslide pathways. In October 2017, intense rainfall caused flash flooding and mudslides around Boone, affecting areas near NC 321.

In recent years, Watauga County has experienced frequent and severe rainfall events. In January 2024, heavy rains led to flooding in areas like Brookshire Road and the Moose Lodge area, causing several road closures. In May and June 2025, widespread rainfall of up to six inches caused minor

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



flooding along creeks such as Cove Creek and Big Sandy Creek. During the May 2025 Mid-Atlantic Flood, an atmospheric river caused severe runoff and overwhelmed local water systems.

In September 2024, Hurricane Helene brought more than 16 inches of rain over three days, resulting in widespread flooding across Boone and the Watauga River region. Downtown Boone was submerged, requiring swift-water rescues. Numerous tornado and flood warnings were issued, and over 1,100 buildings were impacted. Critical infrastructure, farms, roads, and housing units—including 140 in Boone—suffered significant damage. Aid efforts included delivery of meals, hay, and emergency supplies. The storm revealed vulnerabilities in inland flood preparedness and evacuation communication.

Flood-prone zones in Watauga County include the Boone airport area, the Highway 321 corridor, neighborhoods near Moose Lodge and Deerfield, areas along Highway 105 from Ingles to Super 8, Valle Crucis School, Casey Lane bridge, Brookshire Road, and parts of Zionville and Cove Creek.

Watauga County continues to face increasing threats from climate-driven storm events, highlighting the need for enhanced preparedness, community planning and mitigation to reduce future risk

This project will eliminate **nine** residential properties from a known risk. The properties associated with this project will be purchased, demolished and deed restrictions applied to prevent future loss of life, serious injury or damage to property.

- 7. Describe how the mitigation activity will be completed:** See Item #2 above
- 8. Technical Feasibility and Effectiveness:** Property acquisitions will fully eliminate the flood risk into the future.
- 9. Management Roles:**

The State HMGP Section has introduced the “State Centric” program, in which the HMGP Staff will directly manage contracts and work completion. The sub-applicant staff will continue to serve as the local government agency with final authority on permitting and inspections. Below is a quick guide of major project steps and who is responsible for those.

State – Contracts, Reporting to FEMA, Reimbursements, Cost Overruns.

Local – Reporting to State, Permitting, Deed Restrictions, Inspections, Long Term Maintenance.

Contractors – Complete construction or demolition.

- 10. Alternatives 1 No Action** If no action is taken future events of this type will continue to affect the community and population. Taking no action further leaves this community at risk considering affects from Tropical Storm Fred (2021) and most recently Tropical Storm Helene (2024).
- 11. Alternative 2 Elevation** HMGP is a voluntary program. Property owners associated with this sub-application have elected to participate in acquisition demolition.

Selected Alternative: Acquisition/Demolition is the preferred mitigation activity because it fully eliminates future flood risk and is the preferred by the owner.

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



12. Describe adjacent structures

Photographic material is provided with the project application. Photos are provided for each property to include a street view to demonstrate the surrounding structures and landscape.

13. Post-Mitigation Use

After demolition of the acquired structures on the properties, the land will be used as follows:

<input type="checkbox"/> Park/recreational	<input type="checkbox"/> Camping
<input type="checkbox"/> Wetlands management	<input type="checkbox"/> Unimproved / Unpaved use
<input type="checkbox"/> Nature reserve	<input checked="" type="checkbox"/> Other open space use, in accordance with 44 CFR § Part 80 Subpart C, please describe:
<input type="checkbox"/> Cultivation	
<input type="checkbox"/> Grazing	

There are no immediate plans to re-purpose this land. Should the sub-applicant decide there is a need for re-purposing later, a land use request will be submitted through HMGP to FEMA for approval.

C. Environmental Planning and Historic Preservation Considerations

ENVIRONMENTAL REQUIREMENTS

The applicant **must** provide certain environmental documentation to the state before the State and FEMA can adequately review any proposed project. The Council on Environmental Quality (CEQ) has developed regulations to implement the National Environmental Policy Act (NEPA). These regulations, as set forth in Title 40, Code of the Federal Regulations (CFR) Parts 1500-1508, require an investigation of the potential environmental impacts of a proposed federal action, and an evaluation of alternatives as part of the environmental assessment process. The FEMA regulations that establish the agency-specific process for implementing NEPA are set forth in 44 CFR Subpart 10.

As any proposed project requires specific documentation relative to its potential effect on the physical, biological and built environment, the below sections will assist you in insuring proper documentation is submitted for your respective project. In some instances, additional documentation may be required prior to funding.

NOTE: In coordinating with the below listed agencies, please provide several original photographs of the project site and adjacent area/structures, a description of the project referencing structure/site addresses, and a map of sufficient scale and detail that show the project site and surrounding project area (area of potential effects).

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Attach documentation (letters, permits, etc.) from coordination with the following Federal and State agencies. For region-specific contacts, addresses, and phone numbers, please refer to Appendix A of this handbook.

Environmental Requirement	Coordinating Agency	Attached
National Historic Preservation Act: Historical Structures and Archeological Resources		
Does your project affect or is it in close proximity to any buildings or structures of any kind? No	State Historic Preservation Office	
Does your project involve disturbance of ground? Yes, <24in		
Endangered Species Act and Fish and Wildlife Coordination Act		
Does your project remove vegetation? No	U.S. Department of the Interior (Fish and Wildlife Service) & North Carolina Wildlife Resources	
Is your project in or near any type of waterway or body of water? (within ½ mile) Yes		
Is the project not contained within existing structures, or may it result in changes or potential effects to the natural environment? No		
Are there threatened or endangered species or their critical habitat present in the project area or within the county the project is located within? None Known		
Will this activity require an Aquatic Resource Alteration Permit? No		
Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)		
Will the project involve work near or in a waterway, dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designed as "waters of the U.S." as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No	U.S. Army Corps of Engineers & North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Will the project require a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency? No	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Executive Order 11988 (Floodplain Management)		
Is the project located in a FEMA identified 100- or 500-year floodplain (on a FIRM map), in a FEMA identified floodway, or identified as a floodplain through some other source? Yes	National Flood Insurance Program	
Does the project alter a watercourse, water flood patterns, or a drainage way, regardless of its floodplain designation? Will the activity require a CLOMR (Conditional Letter of Map Revision)? No	U.S. Army Corps of Engineers & National Flood Insurance Program	
Farmland Protection Policy Act		
Will the project convert more than 5 acres of farmland outside community limits and require documentation from the USDA National Resource Conservation Service (Prime, Unique or other Important Farmlands)? No	U.S. Department of Agricultural (National Resources Conservation Service)	

Environmental Requirement	Coordinating Agency	Attached to Application
Hazardous and Toxic Materials		
Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No	Hazardous Materials Property Survey Individual Property Survey Form (In Appendix G of the Handbook) and/or North Carolina Department of	
Are there any studies, investigations, or enforcement action related to the property associated with the proposed project? None Known		
Do any project construction or operation activities involve the use of hazardous or toxic materials, i.e., asbestos, lead paint, heavy metals, etc.?		

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No	Environment and Conservation (Environmental Assistance Centers)	
Do you know what the current and past land-uses are of the property affected by the proposed project and the adjacent properties? No		
Executive Order 12898, Environmental/Historic Preservation Justice for Low Income and Minority Populations		
Is the project in an area of low income or minority populations and require documentation on Environmental Justice information (census, economics, housing, and employment)? Yes	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Will the project cause any changes that may affect nearby low income or minority populations, result in adverse effects, or change availability of services? No		
Other Environmental Laws or Issues		
Are there any controversial issues associated with this project? No	Local Applicant Narrative	
Have you conducted any public meetings or solicited public input or comments on your specific proposed mitigation activity(ies)? Yes	Local Applicant Narrative	
Will this activity require a Construction Storm water Permit? No	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	

Additional Comments

Enter any additional comments related to environmental concerns for the proposed project if desired.

D. Environmental Additional

- Has the public been notified or provided input? If so, provide dates and method of outreach. If not, describe any planned public engagement activities for the project.

Final Public Notices have been published with instructions to communicate questions and concerns to the funding agency and the applicant (State).

- Describe any agency coordination and permits obtained for the project. Provide copies of these if applicable.

Coordination has been made with USACE (HMGP will coordinate as required), SHPO (FEMA EHP will coordinate as required), NCWRC (HMGP will coordinate as required), CAMA (Where appropriate) and NCDOT (HMGP will coordinate as required). No issues have been made known from those communications.

Permitting will be processed and recorded as appropriate, post award.

- Describe any studies that have been conducted for the project. Provide copies of these if applicable.

No studies have been conducted (relative to this event) prior to the submission of this project.

- Describe the project activities in the floodplain, if applicable.

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Location: Various (Lat/Lon provided on attached spreadsheet).

5. Describe any known hazardous or contaminated materials at the project site including underground tanks. Describe how underground tanks (e.g., fuel, septic) would be removed or decommissioned in place. If the project requires the use of hazardous materials (including herbicides), describe their use and best management practices to minimize environmental exposure.

No hazardous materials have been identified or are expected. Should those be discovered, work will stop and situation addressed according to the FEMA ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices (Attachment 1) and the State's LIDS posted on site.

6. Does your project involve the use of imported fill? YES NO

If yes, describe the type and source of the fill material.

None anticipated

7. If the project would remove vegetation for any reason, describe the type and amount or area of vegetation (e.g., two oak trees, one-quarter acre of turf grass). Describe how vegetation would be removed, if applicable (e.g., root ball removal, flush cut, dug up, chemical weed killer). If using herbicides, describe best management practices for their use. Estimate during which season(s) or months vegetation removal would occur. Will the project replant or restore vegetation when construction is complete? Describe the plants that would be installed and the equipment and methods to be used. Would any special techniques be used to ensure survival of the plants/ seeds (e.g., mulch, irrigation, protective fencing)?

No removal of vegetation is planned outside of the demolition. This application includes grading and seeding for each parcel.

8. List any best management practices that would be used during project construction.

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Refer to: FEMA ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices (Attachment 1)

E. Estimated Work Schedule

Task/Activity	Start Month	Duration (Months)
State Contracting		3
Procure Demolition Bids/Services		3
Property Survey and Initial Inspections (Asbestos)		3
Title Work and Appraisal		3
Property Acquisition (Purchase)		6
Demolition of Structure		14
Grade and Seed		6
Final Inspections		4
Recordation of Deeds		6
Total Project PoP		48
Total timeline (must not exceed 48 months):		

F. Budget Estimating

1. Costing Methodology

The method(s) used to estimate project costs is (provide backup documentation for method(s) used):

- Estimates obtained from construction contractors and similar vendors
- Historical data from previous projects/activities with an inflation factor, as needed
- Property appraiser
- Local property tax assessment data
- Online real estate web sites RS Means, Marshall & Swift, or other national cost estimating service
- Other, please explain:

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Generally, estimating costs is conducted through like-type projects within the community, use of professional estimating platforms (RSMeans) and analogous reporting from HMGP based on trends, averages and real time project reimbursements.

Detailed costs analysis based on historical budgeting for like-type projects within the community. Specifically, as that relates to demolition, removal, grading/seeding and associated work. The purchase of properties is estimated using tax card value and tax multiplier and will be supported by an official appraisal and offer to purchase, post award.

2. Pre-Disaster Fair market value will be determined by:

- Single appraisal, performed by licensed appraisers, provided by the jurisdiction.

The final Mitigation Offer to a property owner will be based on the value assigned to a property (“purchase offer”) and applicable additions (such as supplemental housing or insurance incentive payments) and deductions (such as Duplication of Benefits). The jurisdiction will ensure that all property owners are treated fairly and are offered an equitable package of benefits. The jurisdiction will inform each property owner, in writing, of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

- Statistical sampling of property values and use of an adjustment factor, conducted by subrecipient.

When determining the value for a large number of structures, the Applicant/Sub-Applicant may conduct appraisals to establish a statistical sampling of property values and develop an adjustment factor to apply to tax-assessed values so that they reasonably reflect each property's market value.

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3. Cost Estimate

The Applicant/Subapplicant must ensure that all project costs are reasonable and necessary for the activity according to 2 CFR § Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Common example line items are included below:

Task/Activity	Cost
Admin Legal Fees	\$84,375
Estimated Fair Market Value	\$2,678,250
Site Work	\$4,500
Project Inspection Fees	\$33,300
URA – Relocation	\$0
Demolition	\$198,000
Miscellaneous	\$93,342.75
Total costs	\$3,091,767.75
Total federal share (75%)	\$2,318,825.81
Total nonfederal share (25%)	\$772,941.94
SRMC (Available)	\$154,588.39

4. Budget Narrative

Provide a budget narrative with explanations, justifications, and line-item details of the project costs noted in the table above. Attach an additional sheet if necessary.

Define cost line items, provide information of how they were estimated, and disclose any assumptions to justify the values used.

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G. Nonfederal Funding Share (25% of Total Project Costs)

List all sources and amounts used in the nonfederal share, including all in-kind services. In-kind services may not exceed the 25% nonfederal share. Attach letters of funding commitment for each source.

Source	Name of Source Agency	Type of Funding	Amount	Commitment Letter Attached
State	NCEM	Cash	\$772,941.94	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe	Describe	Describe	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe	Describe	Describe	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

H. Additional Requirements

Check each box below to acknowledge the requirements.

1. Duplication of Benefits

The jurisdiction will ensure no Duplication of Benefits occurs by coordinating with the homeowners, state, tribal, and territory counterparts and FEMA to determine possible sources of duplication and deducting these sums when determining the Mitigation Offers to be made to the homeowners.

2. Duplication of Programs

Properties acquired under this program must be permanently converted to open space and will be unavailable for future development, therefore, the jurisdiction will coordinate with the appropriate federal agencies in accordance with 44 CFR § 80.13 to ensure that other federal actions are not anticipated that would affect the parcels under consideration for acquisition for open space. See list of required documentation/consultation letters below.

3. Demolition Requirement

The jurisdiction will demolish existing structures within 90 days of closing as required by 44 CFR § Part 80 Subpart C and will coordinate with the state/tribe and FEMA to request an extension if circumstances warrant.

4. Clear Title

Prior to final transfer of title, the local jurisdiction will review the title report to ensure no incompatible easements or encumbrances exist on the property being acquired. All incompatible easements and encumbrances will be extinguished prior to or during property settlement.

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5. FEMA Model Deed Restriction Language

The acquired properties will be deed restricted using the FEMA Model Deed Restriction language. The deeds to the properties will be transferred to the Sub-Applicant (Community) with restrictions imposed for the sites to remain as open space in perpetuity as defined in 44 CFR § Part 80 Subparts B & C and as identified above under Post Mitigation Use.

6. Monitoring and Property Maintenance Requirement

The jurisdiction will perform all monitoring and maintenance of the acquired properties in perpetuity or until ownership of the land is transferred (dependent upon FEMA approval), at which time the new owner will monitor and maintain the property in accordance with grant requirements.

I. Cost-Effectiveness

1. The Cost-Effectiveness methodology used for this project is:

Pre-Calculated Benefits: The properties to be acquired meet the criteria for pre-calculated benefits for acquisition for structures located in Special Flood Hazard Areas (SFHA) and have an average cost equal to or less than **\$365,747**. If the structure, or any portion of the structure lies within the 100-year SFHA, the structure can use the pre-calculated benefits. This must be demonstrated with maps that show the structure's footprint delineated against the SFHA. Alternatively, the First Floor Elevation (FFE) and Base Flood Elevation (BFE) can be provided for each structure. If the FFE is lower than the BFE, pre-calculated benefits can be used to demonstrate cost-effectiveness.

Note: For projects that contain multiple structures, the average cost of all structures in the project must meet the stated criterion.

Substantially Damaged Structures: The properties to be acquired meet the criteria for the Substantial Damage Waiver. The acquisition of structures that are declared Substantially Damaged (from any origin) and located in a riverine SFHA on a preliminary or effective FIRM is considered cost-effective. When this methodology is used, the project application must include certification that the structures meet these conditions. Substantial Damage Waivers for the properties are attached for this purpose.

Benefit-Cost Analysis Software: Cost-effectiveness for this project has been calculated using a combination of the FEMA-approved Pre-Calculated Benefit and a formal BCA. The Benefit-Cost Ratio (BCR) has been determined to be: **3.29**. Attached spreadsheet describes costs and benefit comparisons (See file titled “4827-000x Watauga Grp1 Acq_By Hazard_8.04.25.”).

J. Required Documentation Attached

- Photos of each property
- Tax card/tax assessor information for each property

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- Substantial Damage Letters/Certification, as applicable
- Primary Properties spreadsheets
- Voluntary Interest Documentation
- Documentation of Fair Market Value. This project will include (select one):
 - Pre-event, fair market value offers only. Nationality as established by Citizenship forms.
 - Current fair market value offers only.
 - A combination of pre-event and current FMV offers. Complete and thorough documentation is included to clarify the decision-making process and identify which homeowners received pre-event and which received current FMV offers.
- Citizenship Forms, if using Pre-Event Fair Market Value (Declaration & Release Form 90-69B)
- Property Site Map(s)
- FIRMette Map(s)
- Flood Hazard Data (FEMA Flood Insurance Study, independent engineering study used to assess flood risk for the project, or historical flood event data)
- Consultation Documentation (HMA Guidance Addendum, A.6.6)
 - **USACE** – the jurisdiction must demonstrate that it has consulted with USACE regarding each subject property's potential use for the construction of a flood levee system (including berms, floodwalls, and dikes).
 - **Department of Transportation (DOT)** – the jurisdiction must demonstrate that it has consulted with the relevant state DOT to ensure that plans do not contain any improvements or enhancements to federal aid systems or other state transportation projects that would affect the proposed project area under consideration.
 - **Other Federal Agency** – the jurisdiction must demonstrate that it has consulted with other federal agencies as appropriate, regarding other program requirements and/or activities, and have identified the relationship between them to FEMA mitigation grant activities and funding.
- SHPO Consultation

SHPO response needed if:

- (1) structure is or will be 45 years or older at the time of FEMA application review;
- (2) new ground is being disturbed; or
- (3) project is located in a Historic District.

This applies to all properties including alternates.

- Export of the BCA tool and PDF of BCA Report (if applicable) and supporting documentation
- Fund commitment letter(s), which list(s) the sources and amounts used in the nonfederal share requirement.
- Assurances (112-0-3C or 20-16C, and SF-LLL if applicable)

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- Completed SF-424d (Construction Programs)
- Completed SF-424c (Budget Information for Construction Programs)
- Detailed budget with additional budget narrative if box provided is not sufficient.
- Designated Authorized Agent Documentation designating authority for the signatory to sign contracts, authorize funding allocations or payments, or apply grant funding that is signed by the ruling body of the applicant
- FEMA Model Deed Restriction
- FEMA Statement of Assurances

Other comments, information, or explanation:

Enter explanations, justifications, and details here, as needed.

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Attachment 1

FEMA ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION

Best Practices:

Demolition, and Debris Removal Stipulations for FEMA Grant Funded Projects

State of North Carolina

The following best management practices (BMPs) are for FEMA funded demolition projects. The following BMPs apply to the FEMA approved demolition of buildings and structures, associated utilities, and paved surfaces and associated activities including ground-disturbance and materials disposal.

GENERAL APPROACH TO MINIMIZE IMPACT TO SOIL:

- Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.
- When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.
- Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils. Avoid working in soft soils during or immediately after rain events.
- Where feasible possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.
- Excavation and burial of vegetative and house debris on the individual site is prohibited.

ACTIVITY SPECIFIC GUIDELINES:

Demolition Activities

- Basement Foundation Removal: Removal of structural foundations and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.
- Foundation Slab/Driveway/Sidewalk Removal: Limit excavation to private property to within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.
- Oil Tank Location/Removal:

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- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Recipient is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process).
- When working with hazardous waste disposal, all Resource Conservation and Recovery Act (RCRA) and State Hazardous Materials and Solid Waste (SHM&SW) requirements will be adhered to.
- The contractor will limit potential soil disturbance within proximity of the oil tank.
- Septic Tanks: In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel, or other acceptable material. The area must be graded and vegetative cover established.
- Utility Lines: Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

DEMOLITION-RELATED DISPOSAL ACTIVITIES:

The following non-exhaustive summary provides guidance on the disposal of hazardous materials which may be associated with demolition. Please refer to applicable federal, state, and local requirements when disposing of demolition-related materials.

Asbestos Abatement and Demolition Requirements:

- The handling of asbestos can release hazardous particulate matter and consideration should be made to treat it with the same Best Management Practices (BMP) to reduce worker and citizen exposures.
- All building demolition/renovation projects require the submission of a completed [Asbestos Permit Application and Notification \(DHHS-3768\)](#) form to the Health Hazards Control Unit (HHCU) of the NC Department of Public Health in Raleigh, NC.
 - HHCU contact for asbestos removal (919)-707-5950
 - Evidence that this form has been submitted to the NC Department of Public Health must be submitted to FEMA-EHP at or prior to final project closeout.
- County Specific Ordinances

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- For building demolition/renovation projects in Watauga County, applicants must also coordinate with local offices regarding air pollution. For more details see:
 - Watauga County: [WNC Regional Air Quality \(828\) 250-6777](#)
- All contractors and employees must use best management practices to reduce generation of dust and particulates indicative of the release of asbestos and asbestos-containing materials into the air to:
 - Minimize worker and citizen exposure to hazardous substances, and
 - *For Commercial and congregate housing over four (4) units:* Demolition must comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP).
 - *For single-family homes, personal use structures (e.g., garages, sheds) and congregant housing with four (4) units or less:* The demolition of and resultant debris is exempt from the provisions of the Asbestos NESHAP.
- The primary accepted BMP is to treat all storm-related construction/demolition debris as potentially asbestos contaminated material and maintain it in a wet condition through all phases of the operation including demolition, handling, transportation, and disposal.
- When working with the disposal of asbestos, all RCRA and SHM&SW requirements will be adhered to.

Asbestos Continued, Other Issues:

- Burning: Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.
- Salvage: Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.
- Grinding: Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.

Lead Based Paint:

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing storm damaged buildings within the State of North Carolina.

NCDEQ Links and Contacts

- For additional guidance, please see [North Carolina Division of Environmental Quality](#)
- *Branch Director:* Michael Abraczinskas, Michael.Abraczinskas@ncdenr.gov, 919-707-8447
- *Regional Office Contacts* [Regional Offices](#)

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Attachment 2

NCEM HMGP BEST PRACTICES FOR HMGP PROJECTS (Post on Site)

The following is provided to serve as guidance and directive for all residential Hazard Mitigation projects regardless of project type or funding source. These may include the acquisition and demolition, elevation or demolition and rebuild of residential structures. While the information provided here is centered around demolition as those project types are the most impactful with relation to ground disturbance and environmental/historical impacts.

General Approach to Minimize Impact to Soil:

- o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.
- o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.
- o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.
- o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.
- o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

- o Debris Removal
 - Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office. If, during the course of the project, any deviation is made from the planned activities work must be halted and verification provided by the Sub-Applicant.

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Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Sub-Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o Utility Lines

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o Cemetery Buffer Zone

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o Archaeological Materials/Human Remains

If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the

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vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The Sub-Applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The Sub-Applicant's contractor will immediately notify the Sub-Applicant of the discovery, with the Sub-Applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.

If human remains are encountered during permitted activities, all work shall stop, and OSA/SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

- An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.
- Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.
- Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.
- All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.
- The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.

Lead Based Paint

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing residential structures.

Docks and Piers

- Any dock or pier located on a parcel being acquired by a sub-recipient or the recipient will have all decking material above water removed. All support structures will remain in place as to not

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



disturb the environment or wildlife habitats. It is recommended, not required, that sub-recipient mark (as appropriate) and beams, posts or obstacles that remain to ensure waterway safety.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this “Best Practices” document. Failure to comply with these stipulations may jeopardize the Sub-Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Sub-Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as “Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects,” as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

HAZARD MITIGATION GRANT PROGRAM ACQUISITION/DEMOLITION PROJECT APPLICATION



Attachment 3

North Carolina Division of Emergency Management Maintenance Agreement

All Applicants must sign this maintenance agreement should the proposed project involve the retrofit or modification of existing public property or result in the public ownership or management of property, structures, equipment, or facilities.

Watauga County, of the State of North Carolina, here by agrees that if it receives any Federal aid as a result of attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any property, structures, equipment or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris; stream channel, culverts, and storm drain clear of obstructions and debris; detention/retention ponds free of debris, trees, and woody growth; and maintaining equipment in an operable state.

By signing this agreement, the Applicant acknowledges and accepts maintenance responsibility to preserve the long-term mitigation effectiveness of the project. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal laws or regulations which are in force on the date of the project award.

(Name of Representative/Agent)

(Title of Representative/Agent)

(Signature of Representative/Agent)

(Date)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

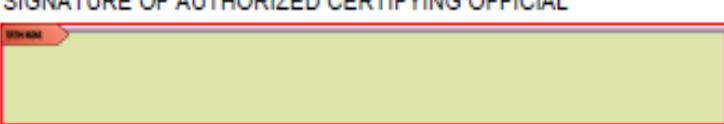
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE ES Director
APPLICANT ORGANIZATION WATAUGA COUNTY	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$.00	\$.00	\$.00
4. Architectural and engineering fees	\$.00	\$.00	\$.00
5. Other architectural and engineering fees	\$.00	\$.00	\$.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$.00	\$.00	\$.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$.00	\$.00	\$.00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$.00	\$.00	\$.00
13. Contingencies	\$.00	\$.00	\$.00
14. SUBTOTAL	\$.00	\$.00	\$.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____ %		\$

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

**Hazard Mitigation Grant Program
SRMC Acknowledgement and Budget Modification Application**

Project #: 4827 County: Watauga Modification #: N/A
 Applicant Name: Watauga County
 Project Title: Watauga County Acquisition Group 1

Point of Contact

Name: William Holt Title: ES Director
 Agency: Watauga County Address: 184 Hodges Gap Road, Suite D, Boone NC
 Phone: (828) 264-4235 Email: Will.Holt@watgov.org

Current Federal Share Amount: \$2,318,826.00 Cost Share Percentage: 75.0000000000%

Total Project Costs	\$3,091,768.00
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	\$ 154,588.40

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)		Fringe %							
Position	Base Rate	FICA	Health Insurance	Life Insurance	Retirement	Other	Total Rate	Hours	Costs
Project Specialist	\$ 70.00						\$ 70.00	500.00	\$ 35,000.00
Project Specialist	\$ 70.00						\$ 70.00	500.00	\$ 35,000.00
Project Specialist	\$ 70.00						\$ 70.00	500.00	\$ 35,000.00
Administrative Specialist	\$ 35.00						\$ 35.00	700.00	\$ 24,500.00
Administrative Specialist	\$ 35.00						\$ 35.00	700.00	\$ 24,500.00
							\$ -		\$ -
Estimated Subtotal:									\$ 154,000.00

Narrative:
 SRMC Funds are necessary to accomplish the following: solicitation, development, review, and processing of subapplications; • delivery of technical assistance; • quarterly progress and fiscal reporting; • project monitoring; • technical monitoring; • compliance activities associated with federal procurement requirements; • documentation of quality of work verification for quarterly reports and closeout; • payment of claims; • closeout review and liquidation; and • records retention as it relates to local governments managing HMGP Sub-Applications and propertyowners. ABOVE Estimate is based on industry standard (FTE) for PnP, like type services

B. Contractual Services		
Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		\$ -
Narrative:		

C. Indirect Costs * Must have a federally approved indirect cost rate. Must attach letter from Cognizant Agency.			
Description	Base	Rate	Costs
	\$ 154,000.00		\$ -
Estimated Subtotal:			\$ -
Narrative:			

Hazard Mitigation Grant Program

SRMC Acknowledgement and Budget Modification Application

Project #: 4827 County: Watauga Modification #: N/A
Applicant Name: Watauga County
Project Title: Watauga County Acquisition Group 1

Total Estimated Sub-Recipient Management Cost Request:	\$	154,000.00
Maximum amount that can be claimed (5%)	\$	154,588.40
If negative, adjust budget above by amount shown	\$	588.40

Pre-award Sub-Recipient Management Cost is requested in the amount of: _____
Pre-award activities were performed by (Position(s) or Company): _____
Estimated Start Date: 01/10/2026

Please select an option below:

Personnel (In House Labor) - Personnel Activity Form(s) Included

- Solicitation, review, and processing of subapplications and subawards
- Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC

Year 1	Year 2	Year 3	Total Estimated SRMC
\$ 55,000.00	\$ 55,000.00	\$ 44,000.00	\$ 154,000.00

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign

Our organization is declining the use of SRMC funding for the referenced project.

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: _____ Authorization: _____

Title: *How to Make a Living Writing* by *John Gutfreund*

Signature: _____ Date: 08/08/2025

STATEMENT OF ASSURANCES FOR PROPERTY ACQUISITION PROJECTS

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§5133 and 5170c; and § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 U.S.C. 4104c.

Purpose: This template is provided by FEMA for signature by local government officials participating in a property acquisition project funded in part by Hazard Mitigation Assistance.

Routine Uses: The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-009 -Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), and upon written request, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from being able to provide Hazard Mitigation Assistance for the acquisition and demolition of the structure for the purposes of mitigation. The signed voluntary participation statement will be forwarded to the State/applicant and the paper form will be contained in the grant application.

INSTRUCTIONS

This template is provided by FEMA for signature by local government officials participating in an acquisition project funded in part by Hazard Mitigation Assistance (HMA). The subapplicant must ensure this statement of assurances form is attached to the project application at the time of submission to the applicant.

Name of Subapplicant: Watauga County, NC

Name of Applicant: North Carolina Department of Public Safety

The subapplicant hereby assures and certifies that the project will comply with property acquisition requirements pursuant to 44 C.F.R. Part 80 and any other related federal, state, local, or tribal law or policy. As the duly authorized representative of the subapplicant, I certify that the subapplicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the subapplicant will not use its eminent domain authority or any similar type of authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the subapplicant considers to be the fair market value of the property. The subapplicant will use the Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space (FF-206-FY-124) to document this and will provide a copy for each property after award;
3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open space uses. The subapplicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction;
4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
5. Will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open space;
6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the federal aid systems are under consideration that will affect the subject property;

7. Will demonstrate that adjoining property owners are duly informed of proposed acquisition including any locally mandated public notification processes;
8. Will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses;
9. Will remove existing structures within 90 days of settlement;
10. Post-grant award, will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 C.F.R. § 1.170A-14 and 44 C.F.R. §80.19(b)(2);
11. Will ensure that, post-award, all property maintenance is the responsibility of the subrecipient and that the costs of maintenance will be borne by the subrecipient;
12. Will submit every three years to the recipient, pursuant to 44 C.F.R. § 80.19(d), who will then submit to the FEMA Regional Administrator, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Recipient and FEMA, its representatives, designated authorities, and assignees are responsible for taking measures to bring the property back into compliance; and
13. After settlement, will not seek or accept the provision of disaster assistance for any purpose from any federal entity with respect to the property. FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

SIGNATURE OF SUBAPPLICANT'S AUTHORIZED AGENT

As the duly authorized representative of the subapplicant, I hereby certify that the subapplicant will comply with the identified assurances and certifications.

Signature of Authorized Certifying Official

Date

William Holt, ES Director, Watauga County

Title and Organization

Watauga County

Subapplicant Jurisdiction

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached
(*This form must be attached to certification if nonappropriated funds are to be used to influence activities.*)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distributions

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Designated Agent

Exhibit A

Deed Restrictions and Covenants

In reference to the property or properties ("Property") conveyed by the Deed between [propertyowner] participating in the federally-assisted acquisition project ("the Grantor") and **Ashe County** ("the Grantee"), its successors and assigns:

Whereas, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program**, including the acquisition and relocation of structures in the floodplain; and

Whereas, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity; and

Whereas, the **North Carolina Department of Public Safety** has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee; and

Whereas, the Property is located in **Ashe County**, and **Ashe County** participates in the National Flood Insurance Program (NFIP) and is in good standing with NFIP as of the date of the Deed; and

Whereas, the **Ashe County**, acting by and through the **Ashe County** Board of Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the North Carolina Department of Public Safety dated [date] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee; and

Whereas, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. **Terms.** Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property

described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval

of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:

~Signatures will be obtained post award

WATAUGA COUNTY GROUP 1 ACQUISITIONS

Owner Info										
Count	Type	Owner First Name	Owner Last Name	Street No.	Street Name	City	St	Zip Code	County	Co-Owner
1	Acq	Margaret	Pierce	1266	Sherwood Road	Vilas	NC	28692	Watauga	
2	Acq/landslide	Lauren	Sinclair	172	Alex Place	Boone	NC	28607	Watauga	
3	Acq	Javier	Delgado	1750	North Pine Run Road	Boone	NC	28607	Watauga	
4	Acq	Cynthia	Harper	293	Clint Lewis Road	Boone	NC	28607	Watauga	
5	Acq/landslide	Carol	Edwards	302	Gilliam Drive	Vilas	NC	28692	Watauga	
6	Acq/landslide	Michaell	Harmon	317	Wards Branch Road	Sugar Grove	NC	28679	Watauga	Kristin Harmon
7	Acq/landslide	Stephen	Sorrell	449	Camp Rock Road	Boone	NC	28607	Watauga	Josephine Sorrell
8	Acq	Jesse	Vinson	816	Edward Edmisten Road	Sugar Grove	NC	28679	Watauga	
9	Acq/landslide	Scott	Richardson	936	Friendship Church Road	Boone	NC	28607	Watauga	Meta Gatschenberger
	Volunteer Benefits									

									Action
Phone #	Email Address	Application	Photos	Rental Type	Landslide	LAG	Title Holder Post Mitigation	MT Funds Paid?	Property Action
828-265-7048	wpierce@skybest.com	Y	Y	N/A	N	2700.6	Watauga Co	N	Acquisition/Demo 200.1
	sinclair.lauren@gmailcom	Y	Y	N/A	Y	3122.3	Watauga Co	N	Acquisition/Demo 200.1
202-999-2020	jadm69@icould.com	Y	Y	N/A	N	3022.2	Watauga Co	N	Acquisition/Demo 200.1
828-773-6637	ah66138@gmail.com	Y	Y	N/A	N	3139.8	Watauga Co	N	Acquisition/Demo 200.1
919-271-4545	carol@somethingyou.com	Y	Y	N/A	N	3326.9	Watauga Co	N	Acquisition/Demo 200.1
	kristinharmon@me.com	Y	Y	N/A	N	2703.2	Watauga Co	N	Acquisition/Demo 200.1
828-773-0386/704-406-2674	sorrellsb@hotmail.com	Y	Y	N/A	N	3347.8	Watauga Co	N	Acquisition/Demo 200.1
919-464-7483/913-375-2364	jesseprice.vinson@gmail.com	Y	Y	N/A	N	2628.5	Watauga Co	N	Acquisition/Demo 200.1
828-443-1790/828-443-4277	snips@gatschenberger.com	Y	Y	N/A	Y	3641.4	Watauga Co	N	Acquisition/Demo 200.1

Property Information																			
Age of Structure Year Built	Adjusted Property Value	Parcel Number	Pin Number (If Available)	Latitude (dd.dddddd)	Longitude (dd.dddddd)	SHPO Cleared	BCA Performed	BCR	Building Evaluation	Substantial Imporvement	Owner or Renter Occupied	Structure Type	Foundation Type	Basement (Y/N)	Base Flood Elevation (BFE)	First Floor Elevation	Damage Category	Post MT Use	Building Evaluation Date
1944	\$ 231,300.00	1982189512000		36.269875	-81.775022	No		0.45	No	No	O/O-Primary Resident	Single Family	Crawl Space	N	NA	2702.80	50-99%	Vacant Land	00/00/0000
1989	\$ 203,100.00	2931465930000		36.242003	-81.595830	No		6.32	No	No	O/O-Primary Resident	Single Family	Elevated-	N	NA	3136.30	50-99%	Vacant Land	00/00/0000
1975	\$ 664,200.00	2931489054000		36.245182	-81.594299	No		0.62	No	No	O/O-Primary Resident	Single Family	Basement	Y	3033.00	3032.70	50-99%	Vacant Land	00/00/0000
1976	\$ 319,200.00	2911674422000		36.242019	-81.657011	No		1.00	No	No	O/O-Primary Resident	Single Family	Crawl Space	N	3147.50	3141.80	50-99%	Vacant Land	00/00/0000
1945	\$ 178,500.00	1991323108000		36.226160	-81.734543	No		6.82	No	No	O/O-Secondary Resident	Single Family	Crawl Space	N	NA	3330.60	50-99%	Vacant Land	00/00/0000
1985	\$ 318,150.00	1962531494000		36.254597	-81.831376	No		4.23	No	No	O/O-Primary Resident	Single Family	Slab on Grade	N	NA	2726.10	50-99%	Vacant Land	00/00/0000
1974	\$ 357,300.00	2920412824000		36.200007	-81.629428	No		3.99	No	No	O/O-Primary Resident	Single Family	Crawl Space	N	NA	3355.60	50-99%	Vacant Land	00/00/0000
1972	\$ 303,150.00	1961892864000		36.245071	-81.820479	No		1.05	No	No	O/O-Primary Resident	Single Family	Basement	Y	2637.00	2637.90	50-99%	Vacant Land	00/00/0000
1998	\$ 103,350.00	2829631949000		36.178102	-81.622357	No		10.44	No	No	O/O-Primary Resident	Single Family	Crawl Space	N	NA	3651.20	50-99%	Vacant Land	00/00/0000

Flood Zone Desig		NFIP Info					Narrative		Estimated Value									
Flood Zone	Flood Source	Structure Located in	Repetitive Loss Structure	Map Provided	Map Panel Numer	Map Panel Date	Narrative (Notes if any)		Total Sq/Ft	Stories Above Grade	Tax Value (Land)	Tax Value (Structure)	Tax Value (Total)	Tax Mult	Adjusted Property Value	FIRM Panel	FIRM Panel Effective Date	
Shaded X	Riverine	not applicable	unknown	Y	3710198200J	12/3/2009			1540	2	\$ 14,600.00	\$ 139,600.00	\$ 154,200.00	1.5	\$ 231,300.00	1982	12/3/2009	
X	Riverine	not applicable	unknown	Y	2710293100J	12/3/2009			1325	1	\$ 40,000.00	\$ 95,400.00	\$ 135,400.00	1.5	\$ 203,100.00			
AE-Floodway	Riverine	floodplain	unknown	Y	3710293100J	12/3/2009			1260	1	\$ 55,400.00	\$ 387,400.00	\$ 442,800.00	1.5	\$ 664,200.00	2931	12/3/2009	
AE-Floodway	Riverine	floodplain	unknown	Y	3710291100J	12/3/2009			1350	1	\$ 38,700.00	\$ 174,100.00	\$ 212,800.00	1.5	\$ 319,200.00	2911	12/3/2009	
X	Riverine	not applicable	unknown	Y	3710199100J	12/3/2009			1000	1	\$ 23,900.00	\$ 95,100.00	\$ 119,000.00	1.5	\$ 178,500.00	1991	12/3/2009	
X	Riverine	not applicable	unknown	Y	3710196200J	12/3/2009			1024	2	\$ 46,800.00	\$ 165,300.00	\$ 212,100.00	1.5	\$ 318,150.00	1962	12/3/2009	
X	Riverine	not applicable	unknown	Y	3710292000J	12/3/2009			1418	1	\$ 27,900.00	\$ 210,300.00	\$ 238,200.00	1.5	\$ 357,300.00	2920	12/3/2009	
AE	Riverine	floodplain	unknown	Y	3710196100J	12/3/2009			1368	1	\$ 27,700.00	\$ 174,400.00	\$ 202,100.00	1.5	\$ 303,150.00	1961	12/3/2009	
X	Riverine	not applicable	unknown	Y	3710282900J	12/3/2009			1144	1	\$ 44,000.00	\$ 24,900.00	\$ 68,900.00	1.5	\$ 103,350.00	2829	12/3/2009	
											\$ 319,000.00	\$ 1,466,500.00	\$ 1,785,500.00	13.5	\$ 2,678,250.00			

Line 1	\$ 84,375
Fair Market Value	Line 2 \$ 2,678,250.00
Relocation	Line 3 \$ -
Line 4	
Line 5	
Project Inspection Fees	Line 6 \$ 33,300.00
Grading/Seeding	Line 7 \$ 4,500.00
Demo/Removal	Line 8 \$ 198,000.00
Line 9	
Line 10	
MISC	Line 11 \$ 93,342.75
	Balance \$ 3,091,767.75
	\$ 3,091,768 Verific \$ 3,091,767.75

\$2,318,825.81 75.00%
\$772,941.94 25.00%
\$154,588.39 5.00%

\$ 2,829,000.00

Group 1 Costs

Intake-DOB	Title Search	Survey	Appraisal	Relocation Expenses URA	Legal Fees	Document Preparation	Purchase APV Total
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 239,675.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 211,475.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 672,575.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 327,575.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 186,875.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 326,525.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 365,675.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 311,525.00
\$ 3,500.00	\$ 575.00	\$ 1,000.00	\$ 800.00		\$ 1,275.00	\$ 1,225.00	\$ 111,725.00
\$ 31,500.00	\$ 5,175.00	\$ 9,000.00	\$ 7,200.00		\$ 11,475.00	\$ 11,025.00	\$ 2,753,625.00

\$ 244,800.00

Group 2 Costs

Closing	Site Work	Demolition and removal	Asbestos Inspection LBP	UST	Grading and Seeding
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 1,000.00		\$ 22,000.00	\$ 3,500.00	\$ 200.00	\$ 500.00
\$ 9,000.00		\$ 198,000.00	\$ 31,500.00	\$ 1,800.00	\$ 4,500.00

Group 3 Costs			Analysis				
Construction Management	Sub-Total	Profit and Overhead	Total Costs	Benefit	BCR	HGA Comments	
\$ 2,275.00	\$ 269,150.00	\$ 8,093.75	\$ 277,243.75	\$ 124,362.00	0.449	NO Flood noted on VPA	
\$ 2,275.00	\$ 240,950.00	\$ 8,093.75	\$ 249,043.75	\$ 1,574,948.00	6.324		
\$ 2,275.00	\$ 702,050.00	\$ 8,094.75	\$ 710,144.75	\$ 441,901.00	0.622		
\$ 2,275.00	\$ 357,050.00	\$ 8,095.75	\$ 365,145.75	\$ 365,747.00	1.002		
\$ 2,275.00	\$ 216,350.00	\$ 8,096.75	\$ 224,446.75	\$ 1,529,724.00	6.816		
\$ 2,275.00	\$ 356,000.00	\$ 8,097.75	\$ 364,097.75	\$ 1,538,534.00	4.226	Access to house washed away from flooding	
\$ 2,275.00	\$ 395,150.00	\$ 8,098.75	\$ 403,248.75	\$ 1,608,279.00	3.988	Not sure that the structre was damaged	
\$ 2,275.00	\$ 341,000.00	\$ 8,097.75	\$ 349,097.75	\$ 365,747.00	1.048		
\$ 2,275.00	\$ 141,200.00	\$ 8,098.75	\$ 149,298.75	\$ 1,558,022.00	10.436	Tax Value has to be incorrect; Zillow says 477K	
				\$ 1,072,386.00			
\$ 20,475.00	\$ 3,018,900.00	\$ 72,867.75	\$ 3,091,767.75	\$ 10,179,650.00	3.293		

Definitions

Intake/DOB	This is a process started after project award and kick off (as described in the scope of work). Once project starts, the managing contract company will coordinate with each homeowner to explain the process and review Duplication of Benefits
Survey	Measurement and recording of parcel boundaries
Appraisal	Assessment of the Pre-Disaster Value of a property by a licensed appraiser.
Title Search	Review of ownership in order to confirm a clear title.
Document Prep	Processing of necessary paperwork associated with the project to the homeowner, State and Federal governments.
Legal Fees	Costs for legal interpretations and assessments related to project throughout PoP.
Closing Costs	Costs associated with the transfer of real estate from a private citizen to the local government.
Asbestos Abatement	Testing and abatement of Asbestos and LBP containing materials. Average costs based on historic averages. Approximately 60% expected abatement averaged over the property list.
Demolition	Demolition, removal and disposal of all contents on the parcel.
UST	Treatment related to underground storage tanks to crush and cap any existing UST.
Grading and Seeding	Treatment to the parcel to clear site and plant grass as a surface erosion measure.
Construction Management	Costs associated with the operation and function of the contract company and any sub-contractors required to complete tasks.
Profit and Overhead	Costs necessary for the project to be completed by a private contractor.

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

B. Emergency Watershed Protection Projects

MANAGER'S COMMENTS:

The Emergency Watershed Protection (EWP) program provides immediate assistance for recovery efforts related to Hurricane Helene by stabilizing impacted waterways. The program will cover 100% of eligible construction costs and up to 10% of construction costs for engineering and administration. The attached application represents the first package of several that will be submitted for Board consideration in the coming months.

Board action is requested to approve the submission of the Emergency Watershed Protection (EWP) application as presented.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

September 9th, 2025

To: Board of Commissioners

CC: Deron Geouque, County Manager
Katie Hancock, Clerk to the Board

Subject: Emergency Watershed Protection projects

Board of Commissioners,

Please consider my request for to approve the attached Emergency Watershed Protection (EWP) application. This program is part of the recovery from Hurricane Helene and involves the stabilization of impacted waterways as defined by the attached application. This is only the first of several packages being prepared for this program and additional packages will be presented at future meetings. This program provides 100% of the construction costs and up to 10% of the value of the construction costs towards engineering and project administration.

Respectfully,

William Holt, MPA, CEM, NREMT-P
Emergency Services Director



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254532XXXXC001	2. Amendment Number	3. Award /Project Period Date of Final Signature- 03/27/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 4407 Bland Road, Suite 117 Raleigh, NC 27609		6. Recipient Organization (Name and Address) WATAUGA COUNTY 814 W KING ST STE 216 BOONE NC 28607-3457 UEI Number / DUNS Number: X7B4LX1QQMX6 / 089988216 EIN:	
7. NRCS Program Contact Name: JAMES KJELGAARD Phone: (919) 873-2130 Email: jim.kjelgaard@usda.gov	8. NRCS Administrative Contact Name: KAYLIE ALDERMAN Phone: (817) 509-3374 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact Name: Brian Bonville Phone: 828-264-0842 Email: Brian.Bonville@watgov.org	10. Recipient Administrative Contact Name: Will Holt Phone: 828-464-4235 Email: will.holt@watgov.org
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Brian Bonville Phone: 828-264-0842 Email: Brian.Bonville@watgov.org
15. Project Title/ Description: EWP 5044-projects 1020- 1026 in Watauga County, North Carolina, for implementation of recovery measures.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:		<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal
Original funds total		\$1,047,889.00	\$0.00
Additional funds total		\$0.00	\$0.00
Grand total		\$1,047,889.00	\$0.00
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$947,889.00	Other	\$100,000.00
Total Direct Cost	\$1,047,889.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$1,047,889.00
		Total Approved Budget	\$1,047,889.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Tim Beard State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Deron Geouque County Manager	Signature	Date

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to the Watauga County, hereinafter referred to as the "Sponsor," for EWP Program Project No. 5044 in Watauga County, North Carolina, for implementation of recovery measures that if left undone, pose a risk to life and/or property.

Objectives

The design and installation of Emergency Watershed Protection (EWP) program measures as detailed in the individual Damage Survey Reports (DSRs) and described below.

- DSR 37-09-24-5044- 1020: Watauga River - RimeFrost to Park Rd - Clearing & Snagging– Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1021: JHMcClean_Watauga1- Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1022: JHMcLean_Watauga3 - Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1023: Watauga 2_JHMcClean - Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1024: Watauga 4_ JH McClean - Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1025: JHMcClean_Watauga 9 - Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC
- DSR 37-09-24-5044- 1026: JHMcClean_Watauga_11 - Streambank and Shoreline Protection – Sponsor A/E design - Watauga County, NC

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$1,047,889.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$947,889.00): \$947,889.00

Technical Assistance (TA) Costs:

100% NRCS (~10% of total construction cost): \$100,000 .00

NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs per NRCS programmatic waiver for the Helene event. NRCS will contribute up to approximately 10 percent (or \$100,000.00) of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

1. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

2. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

3. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

- a. Engineering costs include, but are not limited to, developing a project design that includes analysis, report, construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Provide NRCS with a Quality Assurance Plan that is to be reviewed/approved by NRCS representative prior to start of construction.
5. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source or an allowable federal source (i.e. certain Housing and Urban Development community block grants).
6. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
8. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS-approved plans and specifications.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).

11. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

12. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

13. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.

- a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP program project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP program project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

14. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Use caution during practice installation. Be aware of the possibility of partially or totally buried cultural resources such as prehistoric canoes and historic boats, boat landings, Pomona tile/block structures, structural rock features, or mill sites. If cultural resources are discovered inside the area of potential effect, stop all activities that may disturb the cultural resource and contact the local NRCS Government Representative, who will notify the NRCS cultural resources specialist as soon as possible.

15. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

16. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

17. Ensure that technical and conservation practice standards (CPSs) and construction specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact monthly progress reports. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

18. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

19. Provide design analysis, reports, construction drawings, and as-built drawings and quantities for the project(s) as required in agreement. For structural CPSs (e.g. CPS 580 – Streambank and Shoreline Stabilization), the CPS and statement of work (SOW) shall guide all design reports, drawings, and as-built drawings, be sealed by a registered professional engineer (PE-sealed), and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" placed next to the PE-seal & signature on the cover sheet(s). For non-structural CPSs (e.g. CPS 326 – Clearing and Snagging) planning documents, drawings, and as-built drawings will use or be identical to NC NRCS' CPS 326 requirements (CPS and SOW) and standard drawings as found on the state's Field Office Technical Guide (FOTG) and with all required information completed, signed by sponsor and/or sponsor representative, and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" placed next to the planner signature on the cover

sheet(s), and reviewed/approved by NRCS as applicable.

20. An electronic copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
21. For payment requests, Sponsor shall notify NRCS Government Representative of completed work and schedule a verification site visit. After NRCS work verification and documentation is complete, Sponsor shall provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.
22. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.
23. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
24. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
25. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
26. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov as outlined in the applicable version of the General Terms and Conditions.

FPAC Performance Reports: semi-annually
FPAC Financial Reports (form SF-425): semi-annually

NRCS RESPONSIBILITIES

1. For sites requiring contracted planning and engineering services, assist Sponsor in establishing design requirements and parameters. Determine eligible construction costs during the pre-design conference.
2. Designate a Government Representative to serve as liaison with the Sponsor, verify and document all work completed prior to payment requests, and identify that person's contact information with this fully signed and executed agreement.
3. For contracted planning and engineering services, review, comment, and concur in preliminary and final design reports, plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP).
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation including NRCS Government Representative verification and documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner.

resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare analysis, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements: contract/install the designed construction. Any structural design services (e.g. CPS 580 – Streambank and Shoreline Stabilization) will be by a North Carolina professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. Debris removal plans (e.g. CPS 326 – Clearing & Snagging) will be by a qualified individual. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. The Sponsor must seek NRCS review for both the approximate 50% design, as well as the 100% design documentation. A copy of the final signed and sealed plans and specifications shall be provided to NRCS with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" on the cover sheet(s).
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps and plans to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and Local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance. If a private landowner is to take over O&M responsibilities, Sponsor & Landowner shall sign an agreement prepared by Sponsor legal team. Sponsor shall provide landowner with O&M guidelines, a copy of as-built drawings, and

note any deed/declaration requirements for the lands. Clearing & Snagging (Conservation Practice Standard Code 326) projects do not require an O&M plan.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. For structural installations (e.g. CPS 580 bank stabilizations), provide a PE certification that the project was installed in accordance with approved plans and specifications. For clearing & snagging measures, provide sponsor certification with NRCS review/approval that the project was installed in accordance with the approved plans and specifications. The statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" should be included on the 100% design report, 100% design drawings, and as-built drawings.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items.

1. Attend post-award agreement meeting within 30 days of signing agreement.
2. Submit a schedule with milestones within 30 days of the post-award agreement meeting.
3. Acquire real property rights, right-of-entry/hold-harmless agreements, and permits prior to start of construction.
4. Procure TA services as determined.
5. Complete engineering surveys and design analysis as applicable.
6. Submit preliminary planning/engineering designs, plans and specifications for NRCS review; approximately 50% design.
7. Obtain permits from appropriate regulatory agencies.
8. Submit 100% planning/engineering designs, plans, and specifications for NRCS review.
9. Submit final sealed engineering structural designs, plans and specifications. For clearing and snagging operations, submit sponsor-certified designs, plans, and specifications that have been approved by NRCS.
10. Submit quality assurance plan (QAP) prior to starting construction.
11. Submit operations and maintenance plan for structural measures. Clearing & Snagging projects do not require an O&M plan.
12. Contract for FA services and construction.
13. Award construction contract(s).
14. Notify regulatory agencies as appropriate.
15. Manage construction contract and provide quality assurance as described in the QAP.
16. Provide monthly progress reports.
17. Notify NRCS Government Representative to verify work completed prior to submitting reimbursement requests. Submit reimbursement requests quarterly (every 3 months) based on the Sponsor's fiscal year.
18. Complete as-built drawings. Provide copies to NRCS and others as applicable.
19. Complete final construction inspection.
20. Submit final payment and closeout documentation.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

**U.S. DEPARTMENT OF AGRICULTURE
FARM PRODUCTION AND CONSERVATION**

**GENERAL TERMS AND CONDITIONS FOR
GRANTS AND COOPERATIVE AGREEMENTS**

March 2025

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies:

- Natural Resources Conservation Service (NRCS)
- Farm Service Agency (FSA)
- Risk Management Agency (RMA)
- FPAC Business Center (FPAC BC)

These general terms and conditions apply to all FPAC mission area agencies and the Commodity Credit Corporation, collectively referred to as the USDA agency.

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A. APPLICABLE REGULATIONS

1. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CF_R and <http://www.ecfr.gov/>.
 - a. 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - b. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - c. 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - d. 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"
 - e. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - f. 2 CFR Part 183 Never Contract with the Enemy
 - g. 2 CFR Part 184, "Buy America Preferences for Infrastructure Projects"
 - h. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 - i. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - j. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - k. 2 CFR Part 418, "New Restrictions on Lobbying"
 - l. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 - m. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
2. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.ecfr.gov/current/title-2 subtitle-A chapter-II part-200>, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"
3. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation

based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

B. USE AND ACCEPTANCE OF ELECTRONIC SIGNATURES

Use of electronic signatures is encouraged to increase efficiency when creating and maintaining electronic records. "Electronic signature" means symbols or other data in digital form attached to an electronically submitted document as verification of the sender's intent to sign the document or a method of signing an electronic message that identifies and authenticates a particular person as the source of the electronic message and indicates such person's approval of the information contained in the message along with a date stamp (44 U.S.C. 3504, Sec. 1710). The USDA agency will accept such signatures on application materials, payment requests, reports, and any other document that requires a signature certification. Scanned or photographed images of manual signatures are also acceptable, though photographs are least preferred due to the large amount of digital storage required to maintain them. Names merely typed in script fonts or other unverified electronic signatures cannot be accepted. Application documents submitted through Grants.gov are deemed "signed" if they bear the Grants.gov date stamp footer. Documents transmitted via ezFedGrants are digitally authenticated and acceptable.

C. AGREEMENT COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

D. CONFLICT OF INTEREST

Recipients must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award, and administration of Federal awards. No employee, officer or agent may participate in the selection, award, or administration of a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a non-Federal entity considered for a Federal award. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest.

E. UNALLOWABLE COSTS

The following costs are not allowed:

1. Profit and management fees. Recipients may not earn and keep income resulting from an award.
2. Costs above the amount authorized for the project.

3. Costs incurred after the award period of performance end date, except for costs in accordance with 2 CFR 200.403.
4. Costs not identified in the approved budget or approved budget revisions.
5. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
6. Compensation for injuries to persons or damage to property arising from project activities.
7. Meals: Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory limitations or in accordance with Federal travel policies.
8. Costs normally charged as indirect costs may not be charged as direct costs without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
9. Salaries that are not commensurate with level of work: All costs must be reasonable to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.
10. Honoraria: A payment made to someone for a service when a price is not legally required or customary. Honoraria are often given as a gesture of appreciation or "thank you" to guest speakers or lecturers and are unallowable. However, speaker fees are allowable.
11. Costs which lie outside the scope of the approved project and amendments thereto.
12. Entertainment costs, regardless of their apparent relationship to project objectives.
13. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and
14. Unless specifically allowed by the agency or program, renovation or refurbishment of facilities, the purchase or installation of fixed equipment in facilities, and the planning, repair, rehabilitation, acquisition, or construction of buildings or facilities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407.

F. COST SHARING REQUIREMENTS

1. If the award has specific cost sharing requirements, cost sharing participation in other projects must not be counted toward meeting the specific cost share requirement of this award. Cost share must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute.
2. Cost share costs must be necessary and reasonable for accomplishment of project or program objectives.
3. Cost sharing must be documented on each SF 425 and payment request as it is provided by the recipient or third party. The required cost sharing ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.
4. Should the recipient become aware that it may be unable to provide the cost share amount identified in this award, it must:
 - a. Immediately notify the FPAC Business Center Grants and Agreements Division via e-mail to FPAC.BC.GAD@usda.gov, and
 - b. Either specify the steps it plans to take to secure replacement cost share or specify the plans to phase out the project in the absence of cost share.

Failure by the recipient to notify the USDA agency in accordance with this section or failure to submit an acceptable remediation plan may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and/or termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment. The USDA agency reviews and approves or disapproves cost sharing remediation plans on a case-by-case basis.

5. The recipient must maintain records of all project costs that are claimed as cost sharing as well as records of costs to be paid by the USDA agency. If the recipient's cost sharing includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.
6. Recipients must also request prior approval before changing the source or type of cost sharing. See the Prior Approval Section.

G. PROGRAM INCOME

1. Program income does not include Federal funds received under an award. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). Examples include fees charged for conferences or workshops, fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

2. Unless recipients specifically request to use the deductive or cost share method, program income must be additive.
3. If program income is earned and not already identified and addressed in the award, the recipient must provide notification to the FPAC BC GAD via e-mail to FPAC.BC.GAD@usda.gov and indicate the preferred treatment method. Use of the deductive or cost share method may require an amendment or prior approval.
4. Program income may be used to meet recipient cost sharing requirements with prior approval of the USDA agency.
5. Recipients must report all program income on the applicable SF 270 and SF 425 as it is earned.

H. PAYMENTS

1. Payment Submission: Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with a Budget Expense Table or Deliverable Expense Table (or similar summary document), as applicable. Submit requests to either the ezFedGrants system or to FPAC.BC.GAD@usda.gov. Email submissions must reference the agreement number in the subject line of the email.
2. Payment Guidance: Payment request preparation guidance and templates for Budget Expense Tables and Deliverable Expense Tables are available at this link: <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-payments/index.html>. Documents must be provided as attachments; documents submitted via weblink or other document services will not be accepted.
3. Advances: Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. Requests must be submitted no less than 15 days prior to the start of the requested advance period. The recipient must provide a summary document showing the amount of advanced funds spent within 30 days of the end of the advance period. If applicable, the recipient must also submit a summary of the cost share provided.
4. Documentation Requirements: The recipient must maintain records of supporting documentation all costs incurred under this award. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the period of performance of this award, including any approved no-cost extension of time. The USDA agency may disallow costs that cannot be supported by supporting documentation or that are incurred outside of the agreement period of performance and budget and may require the return of any funds paid out for those costs. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the USDA agency. Do not provide supporting documentation unless it is specifically requested.
5. Final Payment Deadlines: Recipients must pay all costs incurred (i.e., liquidate obligations) under the award and request all final requests for payment no later than 120 calendar days after the period of performance end date. The USDA agency is not obligated to make

payments received more than 120 days after the period of performance end date.

6. Fixed Amount Awards: Payments under fixed-amount awards are made based on deliverables completed, milestones achieved, or as a single payment upon award completion rather than costs incurred. The USDA agency and recipient must utilize 2 CFR 200, Subpart E, Cost principles to support unit prices included in fixed amount awards prior to agreement execution.
7. Contractor and Subrecipient Payment: Recipients are responsible for establishing payment methods to contractors and subrecipients, documenting the method in the applicable contract or subaward agreement, and making direct payments to contractors and subrecipients in accordance with those methods. Recipients must not submit requests directly from their contractors or subrecipients to the USDA agency for USDA agency review, approval, or payment.

I. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the USDA agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Submit all requests for the approvals described below via e-mail to FPAC.BC.GAD@usda.gov. All requests for prior approval must reference the agreement number in the subject line of the email.

1. Pre-award costs: To receive reimbursement for costs incurred prior to the award date, recipients must request written approval. This restriction also applies to costs intended to meet cost share requirements. Even with approval, recipients incur pre- award costs at their own risk. The USDA agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover the costs.
2. Revisions to scope, objective, or deliverables: When it is necessary to modify the scope, objective, or deliverables of an award, the recipient must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award.
3. Additions or changes to subawards and contracts: The subawarding, transferring, or contracting out of any work (i.e., services) under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, and a detailed budget for the subaward/contract. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
4. Permanent change in key personnel specified in the award: Key personnel have the primary responsibility for the leadership of the project and actively participate in the development, delivery, and management of the project. When there is a permanent change in key personnel, including key contractor employees, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
5. Absence or temporary change in project leadership: If the approved project director or

principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must request prior approval in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

6. Budget revisions: Recipients must request prior written approval for deviations from the approved budget in the instances described below. For budget revisions, the recipient may be required to submit a new SF 424A or 424C and budget narrative, even those that do not require prior approval.
 - a. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable.
 - b. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the USDA agency, and where the Federal share of the project exceeds the simplified acquisition threshold. Recipients must notify the USDA agency of budget changes that do not meet the threshold described above.
 - c. Changes in the approved cost share provided by the recipient, including to the amount, source, or type.
 - d. Additional Federal funds needed to complete the project. This change also requires a formal agreement amendment.
 - e. Adjustments to Indirect Cost Rates: Recipients must have either a current NICRA or elect to use the de minimis in order to charge indirect costs. If an indirect cost rate increases during the award's period of performance, the USDA agency is not obligated, but retains discretion to, either add funds to the award or allow a budget realignment. If an indirect cost rate decreases during the award's period of performance, indirect costs must be charged in accordance with the current rate.
 - f. If the change is due to receipt of a new negotiated indirect costs rate agreement (NICRA), the prior approval request must include a copy of the new agreement.
7. No-Cost Extensions of Time: When a no-cost extension of time is necessary, the recipient authorized signatory must submit a separate, written request via e-mail to FPAC.BC.GAD@usda.gov. Include the agreement number in the subject line of the email and do not combine a no-cost extension request with other submissions, such as payments or reports. Except in limited circumstances, a no-cost extension of time cannot exceed 12 months. The USDA agency cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. The USDA agency cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following:
 - a. Amount of additional time requested
 - b. Explanation for the need for the extension
 - c. A summary of progress to date and revised milestones

J. FINANCIAL REPORTING

1. Submission: Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov. Email submissions must reference the agreement number in the subject line of the email. Reports submitted via e-mail must be provided as attachments; documents submitted via weblink or other document services will not be accepted.
2. Report Guidance: SF425 and instructions are available at <https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing/index.html>.
3. Final Report: The recipient must submit a final financial report no later than 120 calendar days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
4. Failure to submit reports as required may result in suspension or termination of award. The USDA agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

K. PERFORMANCE MONITORING AND REPORTING

1. Monitoring: The recipient is responsible for monitoring day-to-day performance and for reporting to the USDA agency. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
2. Submission: The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov. Email submissions must reference the agreement number in the subject line of the email. Reports submitted via e-mail must be provided as attachments; documents submitted via weblink or other document services will not be accepted. Each report must include/cover:
 - a. The agreement number and period covered by the report.
 - b. A comparison of actual accomplishments with the milestones and deliverables established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - c. The reasons why milestones and deliverables targets were not met, if appropriate.
 - d. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.
3. Final Report: The recipient must submit a final report no later than 120 calendar days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
4. Delinquent Reports: The USDA agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

L. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

1. Reporting of first-tier subawards.
 - a. Applicability. Unless you are exempt as provided in paragraph 4 of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 - b. Where and when to report:
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.
 - c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.
2. Reporting Total Compensation of Recipient Executives.
 - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --
 - i. The total Federal funding authorized to date under this award is \$30,000 or more;
 - ii. In the preceding fiscal year, you received --
 - (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report executive total compensation described in paragraph 2.a. of this award term --
 - i. As part of your registration profile at <https://sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter
- 3. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions - If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient
- 5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

M. PROCUREMENT STANDARDS

The recipient must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations, for the acquisition of property or services (including construction) required under a Federal award or subaward. Those procedures must comply with the procurement standards set out in 2 CFR 200.317-327, including the requirements regarding conflicts of interest, competition, and methods of procurement. Procurements must be well-documented, and those records are subject to inspection and audit.

N. REQUIREMENTS FOR PASS-THROUGH ENTITIES

A pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. See 2 CFR 200.332 for responsibilities of pass-through entities.

O. AMENDMENTS

The parties may modify this agreement via formal amendment executed by the authorized signatories of each. The FPAC Business Center's Grants and Agreements Division has developed streamlined procedures for certain agreement changes, including no-cost extensions and some changes to agency and recipients contacts that do not require formal amendments. Contact the administrative contact for this award for instructions.

P. NONEXPENDABLE EQUIPMENT

1. Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. A state and Indian Tribe must use, manage and dispose of equipment acquired under a Federal award by the state or Indian Tribe in accordance with state or Tribal laws and procedures. All other recipients must follow the procedures below.
2. Title to equipment acquired under a Federal award will vest conditionally in the recipient upon acquisition. The recipient must not encumber the property without prior approval of the USDA agency.
3. The recipient must use the equipment for the authorized purposes of the project for as long as needed whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities supported by the USDA agency, in the following order of priority:
 - a. Activities under a Federal award from the USDA agency which funded the original program or project, then
 - b. Activities under Federal awards from other Federal awarding agencies.
4. The recipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
5. The recipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years until final disposition.

6. When equipment is no longer needed for any of the purposes set out in this provision and the per-unit fair market value is less than \$10,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the USDA agency. However, if the per-unit fair market value is \$10,000 or more, the recipient must submit a written request for disposition instructions to FPAC.BC.GAD@usda.gov.

Q. AWARD CLOSEOUT

1. Award closeout is the process by which the USDA agency determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
2. The recipient must submit, no later than 120 calendar days after the period of performance end date, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that cost share requirements have been met. The awarding agency may approve extensions when requested by the recipient.
3. Unless the USDA agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement no later than 120 calendar days after the period of performance end date.
4. Recipients must submit all requests for reimbursements no later than 120 calendar days after the period of performance end date.
5. The recipient must promptly refund any balances of unobligated cash that the USDA agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.

Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.334-337 and any additional requirements included in the agreement statement of work.

6. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316 and the terms of this agreement.
7. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal award within one year of the period of performance end date, the USDA agency must proceed to close out with the information available, including de-obligation of remaining funds. In addition, in accordance with 2 CFR 200.344, the USDA agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB- designated integrity and performance system (currently FAPIIS).

Refer to <https://www.fpacbc.usda.gov/about/grants-and-agreements/required-reports-closing/index.html> for applicable forms.

R. TERMINATION

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

1. By the USDA agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;

2. By the USDA agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
3. By the USDA agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
4. By the recipient upon sending to the USDA agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the USDA agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the USDA agency or pass-through entity may terminate the Federal award in its entirety.
5. If the Federal award is terminated for the recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) in accordance with 2 CFR 200.341.

S. CONTINUING OBLIGATIONS

The rights and obligations of the parties that, by their nature, would continue beyond the expiration or termination of this agreement (e.g., confidentiality-related clauses) shall survive such expiration or termination of this agreement.

T. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$1,000,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. A single audit is required to be uploaded by the recipient to the Federal Audit Clearinghouse within 30 calendar days after receipt of the auditor's report, or nine (9) months after the end of the audit period, whichever comes first.

U. FOR-PROFIT ORGANIZATIONS PROVISIONS

This section contains provisions that apply to awards to for-profit organizations. These provisions are in addition to or in exception of other applicable provisions of these general terms and conditions.

1. In accordance with 2 CFR 200.101, the USDA agency applies the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards to for-profit entities.
2. No funds may be paid as profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
3. For-profit organizations that receive annual awards totaling more than the audit requirement threshold in Subpart F have two options regarding audits:
 - a. If the commercial organization receives awards under only one FPAC agency program, financial audit of that award in accordance with Generally Accepted

Government Auditing Standards issued by the Comptroller General of the United States or, if awards are received under multiple USDA Agency programs, a financial audit of all awards in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States; or

- b. An audit that meets the requirements contained in Subpart F.

V. SECTION 508 COMPLIANCE

Recipient must ensure that all tools, publications, and other materials produced under this award meet the accessibility of Electronic and Information Technology (EIT) requirements as specified in Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal government procures EIT, it must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities. All EIT that is subject to the 36 CFR 1194 standards will have a Section 508 acceptance test and will be validated upon acceptance. All maintenance for EIT that requires upgrades, modifications, installations, and purchases will adhere to the Section 508 standards and 36 CFR 1194.

W. ACKNOWLEDGMENT OF USDA SUPPORT AND DISCLAIMER

1. Recipients must have an acknowledgement of USDA agency support placed on any information dissemination products produced with any Federal financial assistance support, including those which report the results or, or describe, a Federal financial assistance-supported activity.

Unless the provisions of the Federal financial assistance award make it apply, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and not intended for presentation or distribution to the public.

Use the following language on the product: whether copyrighted or not, and any products in electronic formats (web sites, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

2. In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."
3. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to include the full nondiscrimination statement, the material must, at a minimum, include the following statement: "USDA is an equal opportunity provider, employer, and lender."

4. The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with the USDA agency guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below.

1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

Protected Information. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

- State identification and county number (where reported and where located).
- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.
- Production shares and share of acres for each Farm Serial Number (FSN) field.
- Acreage information, including crop codes.
- All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.
3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no

longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.
8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
10. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with the USDA agency if there is any uncertainty as to the provision of such information.
11. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any (i) individual owner, operator, or producer; or (ii) specific data gathering site." The recipient must consult with the USDA agency as to whether specific information falls within this exception prior to relying on this exception.
12. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by the USDA agency, including termination of the underlying Federal award.
13. The recipient is to immediately notify the USDA agency, if the recipient, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the recipient shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.
14. The recipient is to investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State

of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The recipient is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

15. Effective Period. The requirements of this provision are effective on the date of the final signature and will continue until the USDA agency notifies the recipient that it is no longer required based on changes in applicable Federal law.

Y. PRIVACY ACT

1. General

- a. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act). The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions specified in the Privacy Act. If, as part of the funded project, the recipient collects similar information from individuals, the Privacy Act extends to the agreement.
- b. Recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality. See 2 CFR 200.303.

The USDA implements the Privacy Act through 7 CFR Part 1 Subpart G.

The following definitions apply:

- Breach: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for another than authorized purposed.
- Incident: An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- Personally Identifiable Information (PII): The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.

- c. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of the USDA agency.
- d. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs administered by NRCS or FSA in accordance with section 1244 of Subtitle E of title XII of the Food Security Act of 1985 (16 USC 3841 et seq.).
- e. The recipient is to immediately notify USDA, if the recipient, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the recipient shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.
- f. The recipient is to investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The recipient is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

2. Prohibition Against Certain Internal Confidentiality Agreements: The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

- a. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph a. of this award provision are no longer in effect.
- c. The prohibition in paragraph a. of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If the USDA agency determines that you are not in compliance with this award provision, the USDA agency:
 - i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016,

(Pub. L. 114-113) or any successor provision of law;

- ii. May pursue other remedies available for your material failure to comply with award terms and conditions.

Z. SPECIAL PROVISIONS

1. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
2. Employees of the USDA agency will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, USDA agency employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
3. Except for agreements entered under the Agriculture Conservation Experienced Services (ACES) program authorized by the Food, Conservation, and Energy Act of 2008, employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. An individual providing services under the ACES program is deemed to be an employee of the United States Government solely for purposes of chapter 171 of title 28, United States Code, provided the individual is acting within the scope of the agreement.
4. Except for agreements under the programs listed below, no agreement period of performance can exceed a total of five years, including extensions.
 - a. Emergency Watershed Protection Program
 - b. Watershed Protection and Flood Prevention
 - c. Watershed Rehabilitation Program
5. The recipient and its employees are prohibited from promoting or recommending specific commercial products or services with USDA agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.
6. The recipient agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in DR 3465-001, which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA. Recipients can access DR 3465-001 at <https://www.usda.gov/directives/dr-3465-001>.

AA. PATENTS, INVENTIONS, AND COPYRIGHTS

1. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
2. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the USDA agency within 2 months after the inventor discloses it in writing to recipient

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to FPAC.BC.GAD@usda.gov.

3. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

BB. LIMIT OF FEDERAL LIABILITY

1. The maximum financial obligation of the USDA agency to the recipient is the amount of funds indicated in the award as obligated by the USDA agency. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, the USDA agency will have the unilateral right to make the correction and to make an appropriate adjustment in the USDA agency share of the award to align with the Federal amount authorized.
2. For awards where it is anticipated that the period of performance will include multiple budget periods, all subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

CC. NATIONAL POLICY REQUIREMENTS

The recipient must comply with all relevant public policy requirements, including those detailed below as well as those included in general appropriations provisions, which can be accessed at this link:

https://www.usda.gov/sites/default/files/documents/Regulatory_Statutory_National_Policy_Requirements_Overlay.pdf

1. National Environmental Policy Act (NEPA): Projects may be subject to the NEPA. If applicable, the USDA agency must work with awardees to complete an environmental review of each awarded project before project commencement. In addition, prior to any ground-disturbing activities related to the USDA agency funding, the awardee must work with USDA agency staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.
2. National Historic Preservation Act (NHPA): In addition, a Section 106 review and consultation with consulting parties (such as the pertinent State Historic Preservation Officer and federally recognized Indian Tribes) may be required prior to the implementation of project activities that have the potential to impact cultural resources. NHPA Section 106, its implementing regulations (36 CFR Part 800), and other related authorities, require Federal agencies to determine if a project has the potential to cause an effect to historic properties and, if so, if they are adverse and how the effects may be addressed. The NHPA review and compliance in accordance with Section 106 of NHPA and implementing regulations at 36 CFR Part 800 must be completed by the USDA agency and applicants may be required to pay for any cultural resource surveys needed for the USDA agency to assess project effects. More information on the applicant's role in the NHPA Section 106 process can be found on the Advisory Council on Historic Preservation website at [https://www.achp.gov/digital-library-section-106-](https://www.achp.gov/digital-library-section-106-landing/section-106-)

applicant-toolkit.

3. Endangered Species Act (ESA): Consultation with the U.S. Fish & Wildlife Service and/or the National Marine Fisheries Service under the Section 7 of the ESA is required for projects that may affect listed or proposed species or destroy or modify critical habitat. The ESA consultation in accordance with Section 7 of the ESA and implementing regulations at 50 CFR Part 402 must be completed by the USDA agency prior to the implementation of project activities that have the potential to impact species or habitat protected under the ESA. More information on the Section 7 consultation process can be found at <https://www.fws.gov/service/esa-section-7-consultation>.

DD. CARE AND USE OF ANIMALS

For any award that involves the care and use of vertebrate animals, the recipient is responsible for complying with the Animal Welfare Act (7 USC, 2131-2156), Public Law 89- 544, 1996, as amended, and the regulations promulgated thereunder by the Secretary of Agriculture in 9 CFR Parts, 1, 2, 3, and 4. In the case of domesticated farm animals housed under farm conditions, the recipient must adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Research and Teaching (https://www.asas.org/docs/default-source/default-document-library/agguide_4th.pdf?sfvrsn=56b44ed1_2), published by the American Dairy Science Association®, the American Society of Animal Science, and the Poultry Science Association, 2020. The recipient must have an approved Animal Welfare Assurance Statement on file with the Public Health Service Office for Laboratory Animal Welfare (OLAW) that describes the institution's animal care and use policies, the line of authority for animal care at the institution, veterinary care program, personnel and facilities. If no assurance statement is on file, the organization must contact FPAC to discuss alternatives.

EE. INDUSTRIAL HEMP

By accepting the award, the awardee agrees that if the project involves industrial hemp, the organization will comply with all terms and conditions set by the applicant's State agency regarding industrial hemp growth and cultivation. For this purpose, the term "industrial hemp" includes the plant Cannabis sativa L. and any part or derivative of such plant, including seeds of such plant, whether growing or not, that is used exclusively for industrial purposes (fiber and seed) with a tetrahydrocannabinols concentration of not more than 0.3 percent on a dry weight basis. The term "tetrahydrocannabinols" includes all isomers, acids, salts, and salts of isomers of tetrahydrocannabinols. If industrial hemp activities are conducted under the award, In accordance with 2 CFR 200.337, the USDA agency has the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, to verify compliance with the terms and conditions set by the applicant's State agency.

FF. BUILD AMERICA, BUY AMERICA FOR CONSTRUCTION

Buy America Preference -- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

1. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
2. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is

followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers: When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

1. Applying the Buy America Preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing.

The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

Definitions:

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph 1. of this definition, except as provided in paragraph 2 of this definition. To the extent one of the items listed in paragraph 1 contains as inputs other items listed in paragraph 1, it is nonetheless a construction material.

1. The listed items are:

- a. Non-ferrous metals;
- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Fiber optic cable (including drop cable);
- e. Optical fiber;
- f. Lumber;
- g. Engineered wood; and
- h. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

1. Articles, materials, or supplies that have been:
 - a. Processed into a specific form and shape; or
 - b. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph 1 of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

GG. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement - If the total value of the recipient entity's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently, the Federal Award Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings About Which the Recipient Entity Must Report - Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in section 5 of this award condition;

- ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- iii. An administrative proceeding, as defined in section 5 of this award condition, that resulted in a finding of fault and liability and the recipient entity's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- iv. Any other criminal, civil, or administrative proceeding if:
 - (a) It could have led to an outcome described in section 2.c.(i), (ii), or (iii) of this award condition;
 - (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the part of the recipient entity; and
 - (c) The requirement in this award condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures - Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award condition. The recipient entity does not need to submit the information a second time under assistance awards that the recipient received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient entity was awarded.

4. Reporting Frequency - During any period of time when the recipient entity is subject to the requirement in section 1 of this award condition, the recipient entity must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient entity has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions - For purposes of this award condition:

- a. "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant (including a cooperative agreement). It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. "Conviction", for purposes of this award condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. "Total value of currently active grants, cooperative agreements, and procurement contracts" includes --
 - i. Only the Federal share of the funding under any Federal award with a recipient cost share; and

- ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

HH. AWARDS WITH RESEARCH ACTIVITIES

1. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.
2. In accordance with USDA Departmental Regulation (DR) 1020-006, recipients of awards that produce scholarly publications and digitally formatted scientific data assets resulting from unclassified scientific research supported wholly or in part by USDA funds must make the publications and data sets publicly accessible, to the extent feasible with law, agency mission, and resources. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access archive system (PubAg, hosted by the National Agricultural Library (NAL)). Public access through PubAg must be established within 12 months of the date on which the publisher makes the article available online. The final published article may be submitted to PubAg in lieu of the final peer-reviewed, accepted manuscript, provided the author has the right to submit the published version (e.g., open access articles). Recipients can access NAL at <https://www.nal.usda.gov>.

Digital scientific research data assets connected to a scholarly publication must also receive a digital persistent identifier, such as a Digital Object Identifier (DOI), that allows a scholarly publication and its catalog metadata to link to the published digital scientific research data asset from which the publication was developed. Authors of scholarly publications, at their discretion, are also encouraged to obtain digital persistent identifiers for other associated scientific research products, such as software, workflow documentation, curricular materials, and multi-media materials, if these products are not subject to statutory restrictions and would provide information that would help future users of the scholarly publication. Recipients can receive a DOI via NAL.

Recipients can access DR 1020-006 at <https://www.usda.gov/directives/dr-1020-006>

II. NON-DISCRIMINATION IN USDA PROGRAMS

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or

contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.



Damage Survey Report for 37-05-25-5044-101 (5044-1020 to 5044-1026 Watauga River - Rime Frost to Park Rd)

Returned EDR Review Notes: Good DSR but Units for Streambank Protection should all be FT. Fix Site 1023 and 1026. Also Critical Area Planting for site 1021 should be AC.

State: NC **Disaster Event:** Hurricane Helene

DSR Name: 37-05-25-5044-101 **Local Name:** 5044-1020 to 5044-1026 Watauga River - Rime Frost to Park Rd

Congressional District: NC-05

FEMA Declaration Number: DR-4827-NC

Buyout? No

Federal Contract for Construction? No

Sponsor Name: Watauga County

Date of Sponsor Request: 11/5/2024

Estimated Number of People Benefitted: 12,750

Cost Share Percentage: 100

LRA Community? No

Approved Cost Share Waiver? Yes

Waiver Percent: 100 **Correpondence Number:**

Ranking Priority: 2

Damaged Sites

Number	Name	Description	Lat	Long	Counties	Site Eligibility	Measures Eligibility
1020	Watauga River - Rime Frost to Park Rd	Streambank erosion, rocky debris and sediment threatens bridges, homes, roads and public utilities along a ~0.78 mile stretch of the Watauga river, from	36.137588	-81.810031	Watauga County, NC	Eligible	Eligible

		approximately 300ft up river of Rime Frost bridge (private) to Grandfather Campground (entered via Park Rd bridge).					
1021	JHMcClean_Watauga1	Eroded stream bank encroaching on pavilion and house. Bank 9-10ft tall. Bank 2ft from pavilion. River 12-15ft from bank cut. House corner 10-12ft from bank cut. Extent of eroded banks on property is around 50ft.	36.139928	-81.806389	Watauga County, NC	Eligible	Eligible
1022	JHMcLean_Watauga3	Threatening private access to private property associated with nursery. Severe bank erosion. 18-20ft banks up to edge of private access drive. Extent of affected road is 30 ft. Homeowner below feels threatened by the new direction of the river and is considered about how the water is cutting.	36.138276	-81.808892	Watauga County, NC	Eligible	Eligible
1023	Watauga 2_JHMcClean	Severe bank erosion threatening private road	36.138579	-81.807585	Watauga County, NC	Eligible	Eligible

		access to house. Bank cut is 2ft from private road and 20ft from house. Private road is the only thing separating house from eroded bank. Bank erosion about 18-20ft tall. Bank erosion about 150ft long along private road					
1024	Watauga 4_JH McClean	Severe bank erosion around private bridge. Lots of rocky debris above and below bridge. Road not repaired where erosion is occurring but erosion is 5-6ft from cutting into bridge abutment.	36.138237	-81.809693	Watauga County, NC	Eligible	Eligible
1025	JHMcClean_Watauga 9	Roadside stream bank collapse that is threatening to collapse NC highway 105. Bank cut is 10 feet from road edge. Bank height is 20 feet high. Reach of collapse extends 200 feet.	36.142656	-81.802546	Watauga County, NC	Eligible	Eligible
1026	JHMcClean_Watauga_11	Severe bank erosion has destroyed ~330ft of	36.140618	-81.804225	Watauga County, NC	Eligible	Eligible

	private road. 14ft banks. Lots of rocky debris along section as well. Private road completely gone, community is receiving FEMA money and currently rebuilding road.				
--	--	--	--	--	--

Measure Costs

Recovery Measures	Quantity	Units	Unit Costs	Measure Costs
<i>Site: 1020 - Watauga River - Rime Frost to Park Rd</i>				
Clearing and Snagging	4,119	AC	\$ 73	\$ 300,687
Contingency	10	%	N/A	\$ 30,069
<i>Site: 1021 - JHMcClean_Watauga1</i>				
Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	50	FT	\$ 1,030	\$ 51,500
Contingency	10	%	N/A	\$ 6,650
<i>Site: 1022 - JHMcClean_Watauga3</i>				
Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	30	FT	\$ 1,560	\$ 46,800
Contingency	10	%	N/A	\$ 6,180
<i>Site: 1023 - Watauga 2_JH McClean</i>				
Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	150	FT	\$ 184	\$ 27,600
Contingency	10	%	N/A	\$ 4,260
<i>Site: 1024 - Watauga 4_ JH McClean</i>				
Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	86	FT	\$ 2,465	\$ 211,990
Contingency	10	%	N/A	\$ 22,699

Site: 1025 - JHMcClean_Watauga 9

Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	200	FT	\$ 405	\$ 81,000
Contingency	10	%	N/A	\$ 9,600

Site: 1026 - JHMcClean_Watauga_11

Critical Area Planting	1	AC	\$ 15,000	\$ 15,000
Streambank and Shoreline Protection	330	FT	\$ 158	\$ 52,140
Contingency	10	%	N/A	\$ 6,714

Benefits

Benefit Type	Description	Future Damages	Damage Factor	Near Term Damage Reduction
<u>Site: 1020 - Watauga River - Rime Frost to Park Rd</u>				
Private Properties Protected	3 Bridges	\$ 675,000	100	\$ 675,000
<u>Site: 1021 - JHMcClean_Watauga1</u>				
Private Properties Protected	House	\$ 98,800	100	\$ 98,800
Private Properties Protected	Outbuilding	\$ 10,000	100	\$ 10,000
<u>Site: 1022 - JHMcLean_Watauga3</u>				
Private Properties Protected	Private Road	\$ 7,500	100	\$ 7,500
Private Properties Protected	House	\$ 75,000	100	\$ 75,000
<u>Site: 1023 - Watauga 2_JHMcClean</u>				
Private Properties Protected	Gravel Road	\$ 37,500	100	\$ 37,500
Private Properties Protected	House	\$ 157,400	100	\$ 157,400
<u>Site: 1024 - Watauga 4 _ JH McClean</u>				
Private Properties Protected	Bridge	\$ 250,000	100	\$ 250,000
Public Properties Protected	Fiber Communication Line	\$ 3,795	100	\$ 3,795

Site: 1025 - JHMcClean_Watauga 9

Public Properties Protected	NC Hwy 105	\$ 90,000	100	\$ 90,000
Public Properties Protected	Multi-line power pole	\$ 25,000	100	\$ 25,000
<u>Site: 1026 - JHMcClean_Watauga_11</u>				
Private Properties Protected	Gravel Road	\$ 82,500	100	\$ 82,500

Total Costs: \$947,889 Total Benefit: \$1,512,495 Net Benefit: \$564,606

Documents

Note: The links to photos below will only work for personnel within the USDA

Type	Name	Link
Sponsor Request Letter	WataugaCounty_EWP_RequestLetter.pdf	Link
Location Map W/ Measure Extents	watauga	Link
Site Plan or Sketch	1020_1026_Combined_Site_Maps	Link
CPA 52	37-11-24-5044-101-EWP_NC-NRCS-CPA-52_March_2025	Link
Cost Estimate Details	1020-1026_Cost_Estimates	Link

Photos

Note: The links to files below will only work for personnel within the USDA

Name	Link
<u>Site: 1020 - Watauga River - Rime Frost to Park Rd</u>	
1020-JH Mclean Photos for DSR	Link
<u>Site: 1021 - JHMcClean_Watauga1</u>	
1021-JH Mclean Photos for DSR-580_Watauga 1	Link
<u>Site: 1022 - JHMcLean_Watauga3</u>	
1022-JH Mclean Photos for DSR-580_Watauga 3	Link
<u>Site: 1023 - Watauga 2_JHMcClean</u>	
1023-JH Mclean Photos for DSR-580_Watauga 2	Link
<u>Site: 1024 - Watauga 4_ JH McClean</u>	
1024-JH Mclean Photos for DSR-580_Watauga 4	Link

<i>Site: 1025 - JHMcClean_Watauga 9</i>	
1025-JH Mclean Photos for DSR-580_Watauga 9	Link
<i>Site: 1026 - JHMcClean_Watauga_11</i>	
1026-JH Mclean Photos for DSR-580_Watauga 11	Link

Routing

Completed By

Name: Jason Firster **Submitted Date:** 6/12/2025

Concurred By

Name: Shena Kensak **Role:** Acting SPM

Review Outcome: Concurred **Review Date:** 6/13/2025

Submitted to NHQ By

Name: Timothy Beard **Role:** STC

Review Outcome: Approved **Review Date:** 6/16/2025

National EWP PM Acknowledgement

Review Outcome: Returned **Review Date:** 6/12/2025

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

C. Carolina Recording Systems Projects

MANAGER'S COMMENTS:

Carolina Recording Systems provides maintenance services for the recorders at the Primary and Back-up PSAPs, which are essential to emergency communications operations. The proposed contract renewal in the amount of \$29,078.70 continues the existing maintenance agreement. Funds are available in the Emergency Services budget for this purpose.

Board action is requested to approve the renewal of the maintenance contract with Carolina Recording Systems in the amount of \$29,078.70.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

September 9th, 2025

To: Board of Commissioners

CC: Deron Geouque, County Manager
Katie Hancock, Clerk to the Board

Subject: Carolina Recording Systems projects

Board of Commissioners,

Please consider my request for \$29,078.70 for the renewal of the maintenance contract with Carolina Recording Systems of recorders at the Primary and Back-up PSAPs. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

William Holt, MPA, CEM, NREMT-P
Emergency Services Director

Carolina Recording Systems, LLC

PO Box 11311
Charlotte, NC 28220
(704) 799-1070
accounting@crsnc.com
www.crsnc.com

INVOICE

BILL TO
Watauga County Communications
814 West King Street, Room 216
Boone, NC 28607

INVOICE 292820
DATE 09/02/2025
TERMS Net 30
DUE DATE 10/02/2025

MAINTENANCE CYCLE
OCT 1 2025 thru SEP 30 2026

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Annual Maintenance				
Maintenance	NexLog 740 DX Recording System (S/N: 745102195)	1	19,230.00	19,230.00T
NAS	Network Attached Storage Server	1	0.00	0.00
P25_	AIS	1	0.00	0.00
Maintenance	NexLog 740 DX Recording System (S/N: 745100446)	1	8,010.00	8,010.00T
<hr/>				
SUBTOTAL				
TAX				
TOTAL				
<hr/>				
BALANCE DUE				
\$29,078.70				

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

D. Priority Dispatch Renewal

MANAGER'S COMMENTS:

The renewal of the Priority Dispatch software license is requested at a cost of \$22,417.52. This suite of programs is used for call processing of Fire, EMS, and Law Enforcement calls, using a nationally recognized set of questions that standardize and prioritize emergency calls. The medical emergency questions are required by the State, though the State does not mandate this specific vendor. The renewal covers all three disciplines in the suite, and the cost is 100% funded by 911 surcharge funds.

Board action is requested to approve the renewal of the Priority Dispatch software license in the amount of \$22,417.52.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

September 9th, 2025

To: Board of Commissioners
CC: Deron Geouque, County Manager
Katie Hancock, Clerk to the Board
Subject: Priority Dispatch renewal

Board of Commissioners,

Please consider my request for \$ 22,417.52 for the renewal of the Priority Dispatch software license. This suite of programs is used for call processing of Fire, EMS and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. It is also important to note that this set of questions is required by the State for medical emergencies, although the State does not require this specific vendor. This is a renewal of the current license in place and covers all three disciplines in the suite. The cost of this software is 100% funded by 911 surcharge funds.

Respectfully,

William Holt, MPA, CEM, NREMT-P
Emergency Services Director



Medical Priority Consultants, Inc.
dba Priority Dispatch Corp
110 S Regent St Ste 500, Salt Lake City, UT, 84111-1997, US
Phone: (801) 363-9127 Fax: (801) 746-5879
www.prioritydispatch.net
accounting@prioritydispatch.net

INVOICE

Invoice Number	SIN414245
Invoice Date	08/19/2025
Service Dates	09/09/25 - 09/08/26
Agency ID	7953

Billing Address

Watauga County Communications
184 HODGES GAP RD STE D
BOONE, NC 28607-8635
United States

Shipping Address

Watauga County Communications
184 HODGES GAP RD STE D
BOONE, NC 28607-8635
United States

Customer Reference	Quote #	PO #	Invoice Currency	Invoice Series	Due Date
	Q-75891		USD	Invoice 1 of 1 (Yearly)	09/18/2025

Product Name	Discipline(s)	Quantity	Total
Priority Dispatch System Annual Maintenance (P) <i>Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades</i>	Medical;Fire;Police	15	\$ 21,000.00
	Net Total		\$ 21,000.00
	Tax Total		\$ 1,417.52
	Invoice Total		\$ 22,417.52

Payment Detail
FEDERAL TAX ID# 87-0447422
Check payments: Medical Priority Consultants, Inc. dba Priority Dispatch Corp. P.O. Box 30847 Salt Lake City, UT, 84130-0847
Wire/ACH payments: Medical Priority Consultants, Inc. dba Priority Dispatch Corp. 110 South Regent Street, Suite 500 Salt Lake City, Utah 84111 Account Number: 002226546 Routing Number: 124000054 Swift Code: ZFNBUS55 Bank Name: Zions First National Bank
Credit Card payments: please visit https://payment.prioritydispatch.net • (a 3% fee will be added for all credit card charges over \$5K)
Remittance Email: finance@prioritydispatch.net Questions or Corrections: accounting@prioritydispatch.net

Invoice Date	Invoice Total Before Tax	Outstanding Balance	Invoice Status	Paid Date
08/19/2025	\$21,000.00	\$22,417.52	Complete	

AGENDA ITEM 10:

SANITATION SITE REPAIR FUNDING REQUEST

MANAGER'S COMMENTS:

The scrap metal storage pad at the Sanitation Department has deteriorated and developed unsafe conditions for both the public and staff. Staff solicited and received three quotes for replacement of the pad and recommends PCM Construction, Inc. of Jonesville, NC, as the lowest responsive bidder at \$47,700. Staff has worked with PCM previously and found their work to be of good quality. Funding is available in the FY2026 Landfill Operations budget.

Board action is requested to approve PCM Construction, Inc. of Jonesville, NC to complete the repairs to the scrap metal storage pad at a cost of \$47,700.



WATAUGA COUNTY

**SANITATION
DEPARTMENT**

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

September 9, 2025

To: Deron Geouque, County Manager
From: Chris Marriott, Operations Services Director
Subject: Sanitation Site Repair Funding Request

The Sanitation Department needs to complete repairs to the scrap metal storage pad. The current pad has been worn down, cracked, and multiple chunks of concrete are missing. This has created an unsafe dumping area for the public and dangerous conditions for employees to work. The wear has exposed rebar and the holes sometimes hold water (See attached picture).

Please see attached quote, for labor and materials to pour a 60-foot by 70-foot pad on concrete 6-inches thick. In order to prevent future safety issues as it wears down, the new pad will contain fiber and a wire mesh instead of rebar. This concrete pad is where customers place scrap metal to be recycled. The scrap metal is then loaded into the County's scrap metal trailer to be hauled to a recycler.

Staff reached out to obtain quotes the repaving of this area at the transfer station facility. Three companies visited the site and provided quotes for the requested work. The Sanitation Department evaluated the following quotes for the best value to the department; they were ranked as follows:

Company	Price
PCM Construction, Inc. (Jonesville, NC)	\$47,700
MPC Construction, LLC (Lewisville, NC)	\$49,500
Send It Concrete (Boone, NC)	\$57,500

Sanitation Department staff are familiar with PCM Construction as they were a sub-contractor on the recently completed new scalehouse project. PCM did quality work and were responsive to Departmental staff. For these reasons, and with the lowest quote being provided by PCM Construction, staff recommends PCM Construction, Inc to complete this work.

Staff requests Board of Commissioner's approval for PCM Construction, Inc. of Jonesville, North Carolina to complete the needed repairs to the scrap metal storage pad at a cost of \$47,700.

Sufficient funds are available in the FY2026 Landfill Operations budget in the line item of Maintenance & Repair-Grounds [667420-435101] within the Sanitation Department.

Please let me know if you have any questions or concerns. Thank you in advance for your consideration.



ABOVE: One of two areas in the current scrap metal pad that has degraded enough to hold water. Exposed rebar is also visible along the top of the 'lake'.

PROPOSAL
PCM Construction Inc.
2633 NC Hwy 67; Jonesville, NC 28642
336-527-4536

PROPOSAL SUBMITTED TO Phillip Harrison	PHONE N/A	DATE 9/3/2025
STREET	JOB NAME Watauga Scale House Boone NC	
CITY, STATE AND ZIP CODE	JOB Number N/A	
DESIGNER	DATE OF PLANS N/A	

We hereby submit specifications and estimates for:

To provide labor and materials to cut "L" shape , 130 LF into existing paving and pour back approx. 60'x70' of 6" concrete paving with fiber and wiremesh. Includes 88.5cy concrete, 34 sheets of wiremesh, and accessories

Note: **Excludes hauling debris, stone base, grading, backfilling, dowels, pumping/conveyance, etc.**

We Propose hereby to furnish labor and equipment and will complete in accordance with above specifications, for the sum of:

Forty seven thousand seven hundred dollars and 00/100.

Dollars: **\$47,700.00**

Payment to be made as follows:

End of each month based on completed work

ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER
ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS
INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE
OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND
OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE
FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

NOTE THIS PROPOSAL MAY BE
WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE

DATE OF ACCEPTANCE: _____

SIGNATURE _____

AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

The Monthly Collections Report for August is presented. There were no tax releases for the month.

This item is presented for informational purposes only; therefore, no action is required by the Board.

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 August 2025

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2025	0.00	0.00		
Prior Year Taxes	53,994.93	0.00		
Solid Waste User Fees	5,269.86	0.00		
 Total County Funds	\$59,264.79	\$0.00		
<u>Fire Districts</u>				
Foscoe Fire	1,290.64	0.00		
Boone Fire	1,277.38	0.00		
Fall Creek Service Dist.	25.30	0.00		
Beaver Dam Fire	239.96	0.00		
Stewart Simmons Fire	486.52	0.00		
Zionville Fire	224.67	0.00		
Cove Creek Fire	258.89	0.00		
Shawneehaw Fire	125.83	0.00		
Meat Camp Fire	1,397.10	0.00		
Deep Gap Fire	228.83	0.00		
Todd Fire	19.60	0.00		
Blowing Rock Fire	456.73	0.00		
M.C. Creston Fire	108.00	0.00		
Foscoe Service District	227.33	0.00		
Beech Mtn. Service Dist.	2.35	0.00		
Cove Creek Service Dist.	0.00	0.00		
Shawneehaw Service Dist	63.86	0.00		
 Total Fire Districts	6,432.99	-		
<u>Towns</u>				
Boone	6,594.05	0.00		
Municipal Services	428.56	0.00		
 Total Town Taxes	\$7,022.61	\$0.00		
Total Amount Collected	\$72,720.39	\$0.00		

Regina Houck Tax Collections Director

Tyler Rash Tax Administrator

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Use of Commissioners' Board Room for Election Official Access

MANAGER'S COMMENTS:

The Board of Elections requires use of the Commissioners' Board Room on dates designated as Election Official Access Only, during which locks are changed and voting equipment is stored. These dates overlap with regularly scheduled Board meetings and include:

- **10/21/2025** and **11/4/2025** for Municipal Elections
- **2/17/2026** and **3/3/2026** for the 2026 Primary
- **10/20/2026** and **11/3/2026** for the 2026 General Election.

The Community Room at the Watauga County Recreation Center has been tentatively reserved for all listed dates.

Staff seeks direction regarding rescheduling of meetings that conflict with Board of Elections use.

Katie.Hancock

From: Katie.Hancock
Sent: Friday, August 8, 2025 9:50 AM
To: Deron.Geouque
Subject: Board Meeting Date Conflicts with BOE Use of Board Room

Deron,

Here are the Board Meeting dates that conflict with the BOE's lock changes and use of the Board Room for voting equipment storage:

- October 21, 2025
- November 4, 2025
- February 17, 2026
- March 3, 2026
- October 20, 2026
- November 3, 2026

Would you like me to take any action to address these conflicts?

Thanks,



FACILITY SALES RECEIPT

Receipt # **1448101**
 Payment Date: **09/08/25**
 Household: **999999998**

Watauga County Parks and Recreation
 231 Complex Drive
 Boone, NC 28607
 Phone: (828)264-9511

Internal Watauga county
 231 Complex Drive
 Boone 28607
 watauga@watgov.org

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
 Phone Number: **(828)264-9511**
 Reserv. Number: **3321**
 Status: **Internal**
 Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 02/17/2026 2:30P to 7:30P	0.00	0.00	0.00	0.00	0.00

Special Questions: Reservation Comment Code:
 Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
 Phone Number: **(828)264-9511**
 Reserv. Number: **3321**
 Status: **Internal**
 Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 10/21/2025 3:00P to 7:30P	0.00	0.00	0.00	0.00	0.00

Special Questions: Reservation Comment Code:
 Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
 Phone Number: **(828)264-9511**
 Reserv. Number: **3321**
 Status: **Internal**
 Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 11/04/2025 3:00P to 7:30P	0.00	0.00	0.00	0.00	0.00

Special Questions: Reservation Comment Code:
 Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
 Phone Number: **(828)264-9511**
 Reserv. Number: **3321**
 Status: **Internal**
 Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 03/03/2026 3:00P to 7:30P	0.00	0.00	0.00	0.00	0.00

Special Questions: Reservation Comment Code:
 Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
 Phone Number: **(828)264-9511**
 Reserv. Number: **3321**
 Status: **Internal**
 Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

FACILITY SALES RECEIPT

Receipt # **1448101**
Payment Date: **09/08/2025**
Household: **999999998**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Tue 10/20/2026 3:00P to 7:30P Reservation Comment Code: Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING	0.00	0.00	0.00	0.00	0.00

Reservation Details: WCRC Fitness, Multi Purpose Room

Reserv. Contact: **Internal Watauga county**
Phone Number: **(828)264-9511**
Reserv. Number: **3321**
Status: **Internal**
Purpose: **COUNTY COMMISSIONER'S BOARD MEETING**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Tue 11/03/2026 3:00P to 7:30P Reservation Comment Code: Reservation Comments: COUNTY COMMISSIONER'S BOARD MEETING	0.00	0.00	0.00	0.00	0.00

Processed on 09/08/25 @ 12:25 pm by Keron.Poteat	Total New Fees	0.00
	Total Due	0.00
	Total Fees Paid	0.00
	Total Paid	0.00

Household Balance Information

Overall Household Balance Due **0.00**

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Nursing Home Community Advisory Committee

The term of appointment for Ms. Barbara Hunsucker to the Watauga County Nursing Home Community Advisory Committee will expire on September 20, 2025. Ms. Hunsucker has indicated her desire to be reappointed for an additional three-year term. The request for reappointment was submitted by Stevie Welborn, Regional Long-Term Care Ombudsman with the High Country Council of Governments.

Board action is requested to reappoint Ms. Barbara Hunsucker to the Watauga County Nursing Home Community Advisory Committee for a three-year term.

Todd McNeill
Chair of the Board

468 New Market Blvd.
Boone, NC 28607

Doug Matheson
Vice-Chair

www.hccog.org

Dennis Aldridge
Secretary

Phone: 828-265-5434

Larry Fontaine
Treasurer

Fax: 828-265-5439



September 9, 2025

Katie Hancock
County of Watauga
Clerk to the Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

Dear Ms. Hancock:

The term of appointment of Ms. Barbara Hunsucker to the Watauga County Nursing Home Community Advisory Committee will expire on September 20, 2025. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Hunsucker's name to the Commissioners for their consideration and let me know their decision at your earliest convenience.

Sincerely,

Stevie Welborn,
Regional Long Term Care Ombudsman

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

Attorney-Client Matters – G.S. § 143-318.11(a)(3)

Land Acquisition – G.S. § 143-318.11(a)(5)

Personnel Matters – G.S. § 143-318.11(a)(1)

AGENDA ITEM 15:

POSSIBLE ACTION AFTER CLOSED SESSION

SUPPLEMENTAL MATERIALS FROM BOARD MEETING



PUBLIC COMMENT

Watauga Board of County Commissioners

SEPTEMBER 16, 2025

WATAUGA COUNTY BOARD OF COMMISSIONERS PUBLIC COMMENT RULES

At the April 18, 2023, Watauga County Board of Commissioners meeting the Board amended the policy for public comment before the Board as follows:

In accordance with North Carolina General Statutes 160A-81.1, the Watauga County Board of Commissioners establishes the following policy and rules regarding Public Comment.

- The Board does hereby establish a time period of up to sixty (60) minutes, for an open forum, at the beginning of each regular meeting to hear citizen comments.
- Persons who wish to speak must register on the sign-up sheet located on the information desk outside the meeting room. Sign-up sheets will be available one hour prior to the start of each meeting.
- Speakers shall provide their name and address at the start of their comments.
- Each speaker is allocated up to three (3) minutes to speak. No public comment period shall extend beyond one (1) hour. The Chair reserves the right to reduce the time limitation for individual speakers in order to meet the one (1) hour time limit and as necessary for efficient conduct of business.
- A speaker may not share or relinquish any remaining time they have not used to another speaker and shall only be allowed to speak once during the public comment period.
- Speaker substitutions at the meeting are not allowed.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.
- Speakers shall refrain from personal attacks and/or threats directed towards County staff, elected Board members, or members of the public. Insults, profanity, use of vulgar language or gestures, or other inappropriate behavior are not allowed.
- Speakers shall limit their comments to matters that are germane to, or within the jurisdiction of the Watauga County Board of Commissioners.
- Speakers shall address the Board with any, and all public comments. Comments, questions, jeering, or other interruptions from the audience are not allowed. Speakers shall likewise not address or respond to members of the audience.
- The Chair, or presiding officer, has the authority to enforce the Rules of Decorum. Failure to obey these Rules may result in the forfeiture of the remaining speaking time and possible criminal charges. Individuals who engage in egregious or repeated violations may be asked to leave the meeting.
- During the open forum, speakers should not discuss any of the following:
 - a. Matters which concern the candidacy of any person seeking public office, including of the person addressing the Board.
 - b. Matters in current or anticipated litigation.
 - c. Advertising or promoting the sale of products, services, or private enterprise.
 - d. Promoting any contest or lottery.

SPEAKER LIST

PLEASE CLEARLY PRINT YOUR NAME.

**BY PRINTING YOUR NAME BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ,
UNDERSTOOD, AND AGREE TO ABIDE BY THE RULES OUTLINED ABOVE.**

PLEASE STATE YOUR NAME BEFORE SPEAKING.

1. Shawn Hodge
2. Juli Anne Shamburg
3. BILL Shamburg
4. Don Farese
5. Sharon Graffagnino
6. Carmelo Graffagnino
7. Susan Qaq Chaney
8. Gill Willian

Additional sign-up space available on the back.

9. David Smith

10. _____

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#	Date	Name	Watauga Street Address	Zip Code
		We are opposed to the building of a 180 foot communications tower within the residential community of Powder Horn Mountain in Deep Gap, NC for the reasons listed below. This petition will be submitted to the Watauga County Commissioners, requesting them to select an alternative site for the tower which is not in a residential community.		
		<ul style="list-style-type: none">• There are multiple homes within 180 feet of the tower site.• We do not feel safe with such a large tower next to our roads and homes.• We can experience wind gusts up to 50 miles per hour along with snow and ice.• Falling ice may damage the adjacent water tower.• We have health concerns over radio waves, especially for compromised individuals.• We want to preserve the natural beauty and sight lines of our community.• We want to uphold the residential character of our community.• Our neighborhood will become less attractive to current and future property owners.• We expect devaluation of our properties if the tower is built.		
1	8/22/2025 11:05	Julianne Shamburg	329 Deer Run Road	28618
2	8/22/2025 11:10	Bill Shamburg	329 Deer Run Road Deep Gap, NC	28618
3	8/22/2025 16:36	Jessica Vicknair	Lot 44B Elk Ridge Rd	28618
4	8/22/2025 16:37	Eliza Duane Farese	206 overlook drive Deep Gap NC	28618
5	8/22/2025 16:37	Allison Causby	235 High Hollow Rd	28618
6	8/22/2025 16:37	Terry Thompkins	160 Grousemoor Rd, Deep Gap, NC 28618	28409
7	8/22/2025 16:38	Daniel Poling	266 Laurel Circle West	28618
8	8/22/2025 16:39	Richard Paulette	299 ROARING RIDGE RD Deep Gap, NC	28618
9	8/22/2025 16:39	Payton Vicknair	Lot 44B Elk Ridge Rd	28618
10	8/22/2025 16:41	Janet S Paulette	299 Roaring Ridge Rd.	28618-9300
11	8/22/2025 16:43	Tyler Glenn	188 Twin Filly Peak	28618
12	8/22/2025 16:45	Heidi A Lane	378 Horseshoe Ridge Rd. E Deep Gap, NC	28618
13	8/22/2025 16:46	IRENE BURKE	161 Ivy Lane Deep Gap, NC	28618

#	Date	Name	Watauga Street Address	Zip Code
14	8/22/2025 16:47	Beth Irock	378 Horseshoe Ridge Rd E Deep Gap, NC	28618
15	8/22/2025 16:50	Joyce Glenn	188 Twin Filly Peak	28618
16	8/22/2025 16:50	Carmelo Graffagnino	327 Deer Run Road Deep Gap NC	28618
17	8/22/2025 16:51	Curtis Johnson	183 Buckshot Ridge Rd Deep Gap	28618
18	8/22/2025 16:52	Kristi Wright	345 Roaring Ridge Rd.	28618
19	8/22/2025 16:53	Sharon Graffagnino	327 Deer Run Road Deep Gap NC	28618
20	8/22/2025 16:55	Craig Patrick Black	143 High Knob Road Deep Gap, NC	28618
21	8/22/2025 16:58	Laura Harmon	286 Deer Run Road	28618
22	8/22/2025 17:02	Marshall Morgan	818 Laurel Circle E. Deep Gap, NC.	28618
23	8/22/2025 17:06	Barbara Pollock	245 Hawk Ridge Road Deep Gap, NC	28618
24	8/22/2025 17:06	Michael Malinowski	326 Buckshot Ridge Rd	28618
25	8/22/2025 17:07	Terry D Smithwick	1082 Laurel Circle east	27889
26	8/22/2025 17:08	Gabriel Malinowski	326 Buckshot Ridge Rd Deep Gap, NC 28618	28618
27	8/22/2025 17:17	Deborah Thiessen	557 Horse Shoe Ridge Rd East	28618
28	8/22/2025 17:23	Tisha Cox	164 Buckshot Ridge Rd	28618
29	8/22/2025 17:24	Larry Wall	208 Wishbone Drive	28618
30	8/22/2025 17:25	Jay Thiessen	557 Horseshoe Ridge Road East	28618
31	8/22/2025 17:26	Patricia Irock	785 Trout Lake Road Deep Gap, NC	28618
32	8/22/2025 17:28	Andrew Cox	164 Buckshot Ridge Rd	28618
33	8/22/2025 17:36	Scott Lewis	268 Roaring Ridge Rd Deep Gap NC Lot BPF 106	28618
34	8/22/2025 17:37	Carroll Irock II	785 Trout Lake Road	28618-9324
35	8/22/2025 17:39	Angela Lewis	268 Roaring Ridge Rd Deep Gap NC Lot BPF 106	28618
36	8/22/2025 17:47	Alison Ahmety	170 Horseshoe Ridge Rd W Deep Gap, NC	28618
37	8/22/2025 17:51	Pamela Black	143 High Knob Road Deep Gap, NC	28618
38	8/22/2025 17:52	Janice Youngman	176 Lookout Point Deep Gap	28618
39	8/22/2025 17:53	Andrea Harrell	221 Horseshoe Ridge W	28618
40	8/22/2025 17:57	Annika O'Brien	25 Deer Run Deep Gap, NC	28618
41	8/22/2025 18:00	Anna Marie Sims	1007 Laurel Circle East	28618
42	8/22/2025 18:00	Frank Kalian	119 Falcon Lane	28618
43	8/22/2025 18:02	Laurie Long	484 Horseshoe Ridge Road East Deep Gap, NC	28618
44	8/22/2025 18:06	Kevin Federation	250 Ivy Ln	28012
45	8/22/2025 18:06	Rebekah Sims	1007 Laurel Circle E	28618
46	8/22/2025 18:11	Lynn Staley	215 Buckshot Ridge Deep Gap	28618

#	Date	Name	Watauga Street Address	Zip Code
47	8/22/2025 18:24	Paula Labban	756 Laurel Circle E	28618
48	8/22/2025 18:26	John Labban	756 Laurel Circle E	28618
49	8/22/2025 18:33	Camila Bloch	129 SANDY POINT LN	28618
50	8/22/2025 18:40	Michael Howard	298 Buckshot Ridge, Deep Gap NC	28618
51	8/22/2025 18:52	Mark Campbell	215 Buckshot ridge rd	28618
			Parcel /property ID 2859-83-1386-000	
52	8/22/2025 19:03	Daniel Flint	Sleepy Creek/rapids run LOT PE 11/14/303R	28618
53	8/22/2025 19:11	Suzanne Kirton	375 Deer Run Rd Deep Gap NC	28618
54	8/22/2025 19:20	Sheila Shields	267 Buck Shot Ridge Rd Deep Gap, NC	27103
55	8/22/2025 19:21	Barbara Nagy	224 Laurel Circle West Deep Gap NC	28618
56	8/22/2025 19:27	Carolyn Lindsley	141 Falcon Lane Deep Gap, NC	28618
57	8/22/2025 19:33	Johnny Rigney	309 Powder Horn Estates Road Deep Gap NC	28618
58	8/22/2025 19:35	Cherri Rigney	309 Powder Horn Estates Rd Deep Gap, NC	28618
59	8/22/2025 19:36	Gigi Kirton	375 Deer Run Rd	28618
60	8/22/2025 19:43	Robert Day	224 Laural Circle W	28618
61	8/22/2025 19:47	Cindy Darcy	467 Horseshoe Ridge Rd E Deep Gap, NC	28618
62	8/22/2025 19:49	Darlene B Day	224 Laurel Circle W Deep Gap NC	28618
63	8/22/2025 20:01	Jim Day	224 Laurel cir W	28618
64	8/22/2025 20:01	Mike Bowden	201 Roaring Ridge Rd Deep Gap NC	28618
65	8/22/2025 20:06	Jeremy Cox	164 Buckshot Ridge Road Deep Gap NC	28618
66	8/22/2025 20:06	Deborah Day	224 Laurel cir W	28618
67	8/22/2025 20:06	Burton Skinner	Lot 24, Elk Ridge	28618
68	8/22/2025 20:08	Alexander Cox	164 Buckshot Ridge Rd.	28618
69	8/22/2025 20:20	Susan Chaney	312 avalonn way Deep Gap NC	28618
70	8/22/2025 20:38	Pam Skinner	Lot 24 - Elk Ridge High Hollow Road	28618
71	8/22/2025 20:41	Allison Mouser	302 Trout Lake Rd	28618
72	8/22/2025 20:58	Destiny Jade Koonts	164 Buckshot Ridge Rd	28618
73	8/22/2025 20:59	Justin Branch	518 Laurel Cir W	28618
74	8/22/2025 21:02	Joseph Phalen	468 Horseshoe Ridge Rd East	28618
75	8/22/2025 21:07	Sidney Evans	20 Deer Run	28618
76	8/22/2025 21:26	Tiffany Shreve	154 Wishbone Drive Deep Gap, NC	28618
77	8/22/2025 21:27	Alex de Chabert	216 Saddle Ln	28618
78	8/22/2025 21:42	Thomas J Komlo	511 Roaring Ridge Rd	28618

#	Date	Name	Watauga Street Address	Zip Code
79	8/22/2025 21:49	Patty Bertsch	224 Laurel Circle West	28618
80	8/22/2025 21:51	Denise and Spencer Alridge	Lot 11R	28618
81	8/22/2025 22:14	James Lyons	137 Bear Paw Rd Deep Gap NC	28618
82	8/22/2025 22:16	Chris Shreve	154 Wishbone Drive Deep Gap, NC	28618
83	8/22/2025 22:21	Stuart Waugh	239 Elk Ridge Road Deep Gap, NC	28618
84	8/22/2025 22:39	Jill Williams	296 Grousemoor Rd	28618
85	8/22/2025 22:48	Kristen Pealer	272 Horse Shoe Ridge Rd W Deep Gap, NC	28618
86	8/22/2025 23:00	Pamela Mastin	417 Hawk Ridge Rd	28618-9337
87	8/22/2025 23:11	Alisha Rigney	Lot # PE 206 Powder Horn Estates Road	28618
88	8/22/2025 23:22	Angela Dotson	3037 Powder Horn Mountain Road Deep Gap, NC	28618
89	8/22/2025 23:30	Ellen Porter	129 Knob Hill Road	28618
90	8/22/2025 23:45	Bud Poole	7994 sandestin ln	28164
91	8/22/2025 23:53	Andy Cox	296 Grousemoor Road	28618
92	8/22/2025 23:55	Eric Boerner	121 Sweetleaf	28618
93	8/22/2025 23:57	Rosanna Lyons	137 Bear Paw Rd Deep Gap NC	28618
94	8/23/2025 0:00	Monette Hicks	386 Grousemoor	28618
95	8/23/2025 0:21	Dusty and Kat Belk	128 Hemlock Ridge	28618
96	8/23/2025 0:25	Michael Vaughan	163 Twisting Trl Deep Gap NC	28618
97	8/23/2025 0:41	Jessica Lyons	137 Bear Paw Rd Deep Gap NC	28618
98	8/23/2025 0:54	Maria Jamell	180 Twin Filly Peak Deep Gap, NC	28618-9484
99	8/23/2025 0:55	Debbie Komlo	511 Roaring Ridge Road Deep Gap NC	28618
100	8/23/2025 1:03	Jessica McCann	9268 Elk Creek Road	28618
101	8/23/2025 1:05	John and Ali Ahmuty	170 Horseshoe Ridge W	28618
102	8/23/2025 1:18	Lucy Brooks Wallace	369 Trout Lake Deep Gap, NC 28618	28618
103	8/23/2025 1:31	Connie Welcheck	174 horse shoe ridge road e, deep gap, nc	28618
104	8/23/2025 1:33	Scott Welcheck	174 horse shoe ridge road e, deep gap, nc	28618
105	8/23/2025 1:43	Amy Boerner	121 Sweetleaf	28618
106	8/23/2025 2:28	Grzegorz Majewski	171 trout lake rd	28618
107	8/23/2025 3:25	Carolyn Dallas	235 South Ridge Rd Boone, NC 28607	28659
108	8/23/2025 10:11	Patricia Finley	208 Bauers Lane Future Home Property within Powder Horn	28607
109	8/23/2025 10:51	Lee and Jodi Craddock	2342 Powderhorn Rd	28618
110	8/23/2025 11:37	Colleen Smith	240 Horseshoe Ridge East Deep Gap, NC	27614
111	8/23/2025 11:41	Kent Paulette	299 Roaring Ridge Rd. Deep Gap, NC 28618	28618

#	Date	Name	Watauga Street Address	Zip Code
112	8/23/2025 12:41	Marilyn Elrod	109 Avalon Way Deep Gap	28618
113	8/23/2025 12:51	Kamila Korzeniowska Quli Khan	845 trout lake road deep gap	28618
114	8/23/2025 14:22	Brandon Whitley	751 horse shoe ridge rd east deep gap	28618
115	8/23/2025 14:22	Kirsten and Ryan Regal	428 Grousemoor Road	28618
116	8/23/2025 14:25	Carol Temple	206 Twisting Trl.	28618
117	8/23/2025 15:44	Jonathan Westhaven	197 High Hollow Rd	28618
118	8/23/2025 15:48	Gwen Vaughan	163 Twisting Trail	28618
119	8/23/2025 16:07	Mark Gebhardt	311 Hob Knob Rd Deep Gap NC Lot 79	28618
120	8/23/2025 16:11	Marianne Spiegel	251 Trout Lake Road Deep Gap, NC	28617
121	8/23/2025 16:22	Kurt Pivko	205 Birch Lane	28618
122	8/23/2025 16:47	ROBERT L SHIPFERLING	564 LAUREL CIRCLE WEST DEEP GAP, NC.	28618
123	8/23/2025 17:30	Carol blake	Lot 73 Powder Horn Mtn.	28618
124	8/23/2025 18:48	Caroline Westhaven	197 High Hollow Road	28618
125	8/23/2025 19:20	Donna	234 laurel gap ridge rd	28607
126	8/23/2025 19:26	Sam	Lot 24a, Deer Run, Powder Horn, Boone, NC	28607
127	8/23/2025 20:27	Albert elrod	341 saddle ln Deep Gap. NC	28618
128	8/23/2025 20:56	Eric Hicks	386 Grousemoor road	28618
129	8/23/2025 21:19	Dawn Ross	208 Saddle	28618
130	8/23/2025 21:24	Leslie Jackson	116 Herring Loop	28607
131	8/23/2025 23:07	Steve Downs	208 Saddle Lane	28618
132	8/24/2025 10:53	Jeff Irock	211 Lakeview Lane	28618
133	8/24/2025 12:37	Michele Lenze	136 High Hollow, Deep Gap, NC	28618
134	8/24/2025 12:41	Daniel Lenze	136 High Hollow Rd, Deep Gap	28618
135	8/24/2025 13:50	Kathy Auman	678 Laurel Circle Deep Gap, NC	28618
136	8/24/2025 14:44	George L Auman	678 Laurel Circle	28618
137	8/24/2025 16:58	Dustin Keipper	693 Laurel Circle E Deep Gap, NC	28618
138	8/24/2025 16:59	Meredith Keipper	693 Laurel Circle E Deep Gap, NC	28618
139	8/24/2025 17:48	Robin Siczek	242 Lakeview Lane Deep Gap, NC	286218
140	8/24/2025 17:52	Alexander Snyder	478 Hawk Ridge Rd	28616
141	8/24/2025 18:41	April Poling	266 Laurel Circle West	28618
142	8/24/2025 21:51	Marissa Campbell Graves	215 buckshot ridge road Deep gap NC	28618
143	8/24/2025 21:53	Caroline McGraw	560 grousemoor rd, deep gap nc	28618
144	8/25/2025 0:09	Rebecca K Shankland	150 TWIN FILLY PEAK	28618-9484

#	Date	Name	Watauga Street Address	Zip Code
145	8/25/2025 0:31	Joyce T Hailey	205 Bear Paw Rd Deep Gap	28618
146	8/25/2025 0:35	Debby Hanley	340 Horseshoe Ridge Road West Deep Gap NC	28618
147	8/25/2025 0:41	Lauren Branch	518 Laurel Cir W, Deep Gap, NC 28618	28618
148	8/25/2025 12:00	Simone Santos	165 Penny Lane, Deep Gap, NC	28618
149	8/25/2025 13:32	Mike Martin	844 Laurel Circle E.	28618
150	8/25/2025 16:13	Miranda Vaughan	235 Southridge rd apt3 banner elk	28679
151	8/25/2025 17:08	daniel hagan	387 trout lake road deep gap, nc	28618-9321
152	8/25/2025 17:13	Jeff Thompkins	160 Grousemoor Deep Gap NC Lots 37 and 38 Powderhorn	28618
153	8/25/2025 18:06	John McConnell	127 Sasafrass Lane Deep Gap NC	28618
154	8/25/2025 18:41	Roger Thompson	153 Breezy Lane	28618
155	8/25/2025 19:55	Martha Nance	118 Sumac	28618
156	8/26/2025 18:31	Amy Noren	1707 Powder Horn Mountain Rd.	28618
157	8/26/2025 19:25	William Dotson	3037 Powderhorn Mt rd, Deep Gap	28618
158	8/26/2025 20:51	Chris Burke	161 Ivy Lane, Deep Gap, NC	28618
159	8/26/2025 22:21	Savannah Whitley	751 Horseshoe Ridge Rd Deep Gap NC	28618
160	8/26/2025 23:56	Debra Wehrenberg	177 Wild Dogwood Ln Deep Gap NC	28618
161	8/27/2025 0:28	Mark Wehrenberg	177 Wild Dogwood Lane Deep Gap, NC	28618
162	8/27/2025 11:52	Irene Radke	340 Horseshoe Ridge Rd W Deep Gap NC	28618
163	8/28/2025 19:10	Debra Godfrey	499 Roaring Ridge Road Deep Gap,NC	28618
164	8/29/2025 11:50	Gregory Lockamy	930 Laurel Circle E	28618
165	8/29/2025 13:45	Todd Carter	1082 E King st	28607
166	8/29/2025 15:59	Jim Finley	223 Blair Ct	28506
167	8/30/2025 1:55	Audrey albright	175 hemlock ridge	28618
168	9/1/2025 0:44	Karen Mills	956 Jordan V Cook Rd. Boone	28607
169	9/2/2025 12:14	Jeremy Falcone	603 Hawk Ridge Road Deep Gap, NC	28618
170	9/3/2025 0:03	Leslie Roberts	239 Elk Ridge Road Deep Gap, NC	28618
171	9/7/2025 15:00	Becky Brown	584 Horse Shoe Ridge Road East	28618
172	9/10/2025 22:55	Kathleen Morgan	818 Laurel Circle East	28618
173	9/11/2025 13:58	Theresa Gebhardt	311 Hob Knob	28618
174	9/11/2025 14:00	Don Farese	206 Overlook Dr	28618
175	9/11/2025 14:00	Thomas Varnum	Lots 66-67, Elk Ridge Road, 28618	28403-1230
176	9/11/2025 14:01	Christy Duane	206 Overlook Dr	28618
177	9/11/2025 14:02	William Ward	268 hob knob, Deep Gap , NC	28618

#	Date	Name	Watauga Street Address	Zip Code
178	9/11/2025 14:02	Reid McGraw	560 Grousemoor Rd.	28618
179	9/11/2025 14:04	Terence hilts	310 elk ridge road	28618
180	9/11/2025 14:08	Chris Moss	132 Breezy Lane	29710
181	9/11/2025 14:14	Ronald Montagna	195 Tennis Knob	28618
182	9/11/2025 14:18	Shawn Hodge	142 Sunny Ln	28618
183	9/11/2025 14:41	Leah Williams	327 Twisting Trail	28618
184	9/11/2025 14:54	Ashley Cate	510 Laurel Circle West	28618
185	9/11/2025 14:58	Nora Moss	132 Breezy Lane	28618
186	9/11/2025 17:08	Don Gale	174 Deer Run Rd.	28618
187	9/11/2025 17:10	Joan Gale	174 Deer Run Rd.	28618
188	9/11/2025 17:21	Steven Triggiano	327 Laurel Circle West	28618
189	9/11/2025 19:38	Debbie Davis	248 Laurel Circle West	28618
190	9/11/2025 20:20	Michael Triggiano	191 Deer Run Road, Deep Gap NC	28618
191	9/11/2025 20:20	Lai Triggiano	191 Deer Run Road Deep Gap NC	28618
192	9/11/2025 21:57	Barbara Clayborne	183 Twisting Trail	28618
193	9/12/2025 1:23	Stephanie Macall	268 Trout Lake Rd	28618
194	9/12/2025 14:35	Kelly Cipriani	I'm looking to buy a second home in PHM	27520
195	9/12/2025 14:42	Edward Womble	307 Buckshot Ridge Rd	28618
196	9/12/2025 14:49	Settle Womble	307 Buckshot Ridge Rd	28618
197	9/12/2025 16:36	Debra Godfrey	499 Roaring Ridge Road	29618
198	9/12/2025 19:31	Leslie Cooper Harrell	221 Horseshoe Ridge Road West	28618
199	9/13/2025 12:02	Laurel Smith	818 Laurel Circle	28618
200	9/13/2025 12:06	Blair Smith	818 Laurel Circle	28618
201	9/13/2025 12:18	Chris Winn	818 Laurel circle	28618