

TENTATIVE AGENDA AND MEETING NOTICE

WATAUGA COUNTY BOARD OF COMMISSIONERS



Tuesday, February 3, 2026 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		2
		• January 13, 2026, Regular Meeting		
		• January 13, 2026, Closed Session		
	3	Approval of the February 3, 2026, Agenda		10
5:35	4	Public Comment	Chairman Braxton Eggers	11
		• Limited to a maximum of one hour, with time adjusted based on the number of speakers.		
5:40	5	Request to Approve Architect for the Library Renovation Project	Mr. Russell Taylor Mr. John Arnaud	12
5:45	6	Bid Recommendation for Mystery Hill Trail Repair	Ms. Wendy Patoprsty	42
5:50	7	New Emergency Services Facility Access Control System Request	Mr. Drew Eggers	44
5:55	8	Hagerty Consulting, Inc. Contract Extension	Mr. Will Holt	47
6:00	9	Miscellaneous Administrative Matters	Mr. Deron Geouque	
	A.	Acceptance of NC Youth Sports Grant Award		49
	B.	Revised Annual Pre-Budget Retreat Agenda		54
	C.	Boards and Commissions		57
6:05	10	Commissioners' Comments	Chairman Braxton Eggers	61
6:10	11	Break		61
6:15	12	Closed Session		61
		• Acquisition of Real Property per G.S. § 143-318.11(a)(5)		
		• Attorney-Client Matters per G. S. § 143-318.11(a)(3)		
		Including Case No. 5:25-cv-157, <i>Watauga County Voting Rights Task Force v. Watauga County Board of Elections</i>		
6:20	13	Adjourn		

A G E N D A I T E M 2 :

APPROVAL OF MINUTES

- January 13, 2026, Regular Meeting
- January 13, 2026, Closed Session

MEETING MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

Tuesday, January 13, 2026

The Watauga County Board of Commissioners held a regular meeting on Tuesday, January 13, 2026 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

Commissioner Marsh offered the prayer and Commissioner Hodges led the Pledge of Allegiance.

2. APPROVAL OF MINUTES

Chairman Eggers presented the December 16, 2025, regular and closed session meeting minutes.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the December 16, 2025, regular meeting minutes as presented.

VOTE: Aye – 5
 Nay – 0

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve the December 16, 2025, closed session minutes as presented.

VOTE: Aye – 5
 Nay – 0

3. APPROVAL OF AGENDA

Chairman Eggers called for additions or corrections to the January 13, 2026, agenda.

There were no additions or corrections.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve the January 13, 2026, agenda as presented.

VOTE: Aye – 5
 Nay – 0

4. PUBLIC COMMENT

- **Eileen Flieg** expressed concerns regarding the voting maps having been altered or manipulated and that the results of a referendum were disregarded.
- **Roachel Laney** thanked retiring Parks and Recreation Director, Keron Poteat, for her years of service to the County and its citizens.
- **Kathryn Cahou** spoke during the public comment period.

5. PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON WATAUGA COUNTY COMPREHENSIVE LAND USE PLAN

Chairman Eggers stated that a public hearing was scheduled to allow citizen comment on the Watauga County Comprehensive Land Use Plan. The Planning Board recommends the proposed changes for the Board's consideration. The High Country Council of Governments (HCCOG) assisted Watauga County in updating the Citizen Plan. In coordination with the Planning Board, HCCOG conducted public surveys and held a community meeting to gather input and identify resident priorities and concerns.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to open the public hearing at 5:42 P.M.

VOTE: Aye – 5
 Nay – 0

No one signed up to speak.

Commissioner Marsh, seconded by Commissioner Hodges, moved to close the public hearing at 5:43 P.M.

VOTE: Aye – 5
 Nay – 0

The Board requested staff to include the Comprehensive Land Use Plan in the Annual Pre-Budget Retreat agenda for discussion.

6. PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON WATAUGA COUNTY'S AMBULANCE FRANCHISE AGREEMENT WITH APPALACHIAN REGIONAL HEALTHCARE SYSTEM

Chairman Eggers stated that a public hearing was scheduled to allow citizen comment on Appalachian Regional Healthcare System's request to be granted a franchise agreement.

Commissioner Marsh, seconded by Commissioner Greene, moved to open the public hearing at 5:46 P.M.

VOTE: Aye – 5
 Nay – 0

No one signed up to speak.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to close the public hearing at 5:47 P.M.

At this time, no action was taken to grant the franchise agreement.

7. PROJECT ON AGING MATTERS

A. Request for Acceptance of FY 2026 Medicare Improvements for Patients and Providers Act (MIPPA) Grant/Contract

Ms. Angie Boitnotte, Project on Aging Director, requested the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) Grant from the Seniors' Health Insurance Information Program (SHIIP). The grant is in the amount of \$3,379 with no local match required.

Commissioner Greene, seconded by Commissioner Hodges, moved to accept the MIPPA Grant in the amount of \$3,379 to expand low-income subsidy outreach and supplies.

VOTE: Aye – 5
 Nay – 0

B. FY 2026 Senior's Health Insurance Information Program (SHIIP) Grant/Contract

Ms. Boitnotte requested the Board accept the grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant was in the amount of \$4,538 and does not require any County match.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to accept the grant from the Senior's Health Insurance Information Program (SHIIP) in the amount of \$4,538 with no County match.

VOTE: Aye – 5
 Nay – 0

8. PARKS AND RECREATION MATTERS

A. Approval to Submit PARTF Helene Recovery Fund Grant

Ms. Keron Poteat, Parks and Recreation Director, requested permission to apply for a \$988,000 Parks and Recreation Trust Fund (PARTF) Grant to assist with the Old Cove Creek Park Project. High Country Council of Governments is currently helping with the application. The grant requires a 50% (\$494,000) local match.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to authorize the application for the PARTF Grant as presented.

VOTE: Aye – 5
 Nay – 0

B. Presentation of Watauga County Outdoor Spaces Report

Mrs. Joy James, a Recreation Commission Member and App State Professor, presented the Watauga County Outdoor Spaces Report.

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

C. Presentation of Resolution Honoring Keron Poteat's Years of Service and Her Retirement

Chairman Eggers presented a resolution to retiring Parks and Recreation Director, Keron Poteat, for her years of service and wishing her a happy retirement.

9. APPROVAL TO APPLY FOR THE NORTH CAROLINA HELENE RECOVERY RECYCLING INFRASTRUCTURE (HRRI) GRANT PROGRAM

Mr. Chris Marriott, Operations Services Director, requested Board approval to submit a grant application to North Carolina Department of Environmental Quality (DEQ) for recycling infrastructure. The purpose of the grant was to restore, rebuild, or enhance recycling operations and material recovery in the 39 North Carolina counties that received a FEMA disaster declaration as a result of Tropical Storm Helene. The requested grant funds of \$268,437.00 would be used for roll-off containers to increase recycling capacity, a metal pre-crusher and mini-excavator to enhance efficiency of the scrap metal recycling program, as well as the installation and electrical services required to operate the pre-crusher. No local match is required.

Commissioner Greene, seconded by Commissioner Hodges, moved to authorize the submission of the HRRI grant application in the amount of \$268,437.

VOTE: Aye – 5
 Nay – 0

10. TAX MATTERS

A. Monthly Collections Report

Mr. Tyler Rash, Tax Administrator, presented the Monthly Collections Report for December 2025, and was available for questions and discussion.

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

B. Refunds and Releases

Mr. Tyler Rash, Tax Administrator, presented the Refunds and Releases for December 2025, and was available for questions and discussion.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to accept the December 2025 Refunds and Releases Report as presented.

VOTE: Aye – 5
 Nay – 0

10. MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Change Order Request #3 for Howard Knob Park

Staff requested Board approval for Change Order Request #3 for the Howard Knob Park in the amount of \$8,249.64. The Change Order was to switch from seeding to sod, primarily for the area between the sidewalk and overlook. Funding was being provided through grants and the TDA.

Commissioner Marsh, seconded by Commissioner Greene, moved to accept Change Order Request #3 in the amount of \$8,249.64.

VOTE: Aye – 5
 Nay – 0

B. Furniture Bid Award for EMS Facility

Staff presented bids for furniture for the new EMS facility. Two bids were received with 1 bidder being disqualified upon follow-up review. Staff requested the Board to award the bid to PBI as the lowest responsive bidder in the amount of \$315,146.26. The items are on state contract pricing. The bid was within the budgeted amount for the new EMS facility.

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to award the bid to PBI in the amount of \$315,146.26 for furniture for the new EMS facility.

VOTE: Aye – 5
 Nay – 0

C. State Employees' Credit Union ATM Lease

The State Employees Credit Union requested to renew the ATM lease located at the Human Services Parking Lot which expired on December 31, 2025. The monthly amount is \$250.00 with a three (3) year term. No other changes were made to the current agreement. The Credit Union was actually looking to remove the ATM, however, staff provided information regarding the present location of the ATM. The current site is the only location for state and local government employees to utilize on the western side of the County. Also, the location allows for employees at the Human Services Building and Health Department access without traveling across town. Upon conversations with staff, the Credit Union agreed to renew the lease.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approved the lease agreement with the State Employees' Credit Union for \$250.00 a month for a three (3) year period contingent upon County Attorney review.

D. Proposed Dates for Annual Pre-Budget Retreat

The proposed dates for the Annual Pre-Budget Retreat are February 26th and 27th with times proposed from 12–7 P.M. and 9 A.M.–1 P.M. Two days are required for the Retreat and should the Board wish, times and dates may be adjusted accordingly.

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to set the dates of the Annual Pre-Budget Retreat for February 26th and 27th with times set for 12–7 P.M. and 9 A.M.–1 P.M., respectively.

VOTE: Aye – 5
 Nay – 0

E. Proposed Dates for Budget Work Sessions

The Board holds two budget work sessions each year. The work sessions are scheduled after the Manager's proposed budget is presented at the first meeting in May. The proposed dates for the budget work sessions are May 7th and 8th, with times proposed from 12–8 P.M. for the first day and 9 A.M.–1 P.M. for the second day. Should the Board wish, times and dates may be adjusted accordingly.

Commissioner Greene, seconded by Commissioner Hodges, moved to set the dates for the budget work sessions for May 7th and 8th, with times proposed from 12–8 P.M. for the first day and 9 A.M.–1 P.M. for the second day.

VOTE: Aye – 5
 Nay – 0

F. Boards and Commissions

Watauga Economic Development Commission

The terms of Lee Rankin, Virginia Wallace, and Suzanne Livesay on the Watauga Economic Development Commission expired at the end of 2025. Each was appointed to a three-year term and are eligible to serve two consecutive terms. Virginia Wallace and Suzanne Livesay have expressed a willingness to serve another term if reappointed. Lee Rankin is unable to serve another term. Blake Brown and James Milner have submitted applications to serve on this board. These were second readings for Virginia Wallace and Suzanne Livesay.

The Board decided to select appointees at their next Board meeting.

11. COMMISSIONER COMMENTS

There were no Commissioner comments.

12. CLOSED SESSION

At 6:30 PM, Commissioner Hodges, seconded by Vice-Chairman Castle, moved to enter Closed Session pursuant to G.S. § 143-318.11(a)(3) to discuss matters protected by attorney-client privilege, including Case No. 5:25-cv-157; and pursuant to G.S. § 143-318.11(a)(5) to consider matters related to the acquisition of real property.

VOTE: Aye – 5
 Nay – 0

At 8:27 PM, Commissioner Marsh, seconded by Commissioner Hodges, moved to resume the open meeting.

VOTE: Aye – 5
 Nay – 0

12. ADJOURN

At 8:28 PM, Commissioner Hodges, seconded by Commissioner Greene, moved to adjourn the meeting.

VOTE: Aye – 5
 Nay – 0

Braxton Eggers, Chairman

ATTEST: Deron Geouque, County Manager

A G E N D A I T E M 3 :

APPROVAL OF FEBRUARY 3, 2026, AGENDA

A G E N D A I T E M 4 :

PUBLIC COMMENT

Manager's Comments:

Public Comment is limited to a maximum of one hour, with time adjusted based on the number of speakers.

A G E N D A I T E M 5 :

REQUEST TO APPROVE ARCHITECT FOR THE LIBRARY RENOVATION PROJECT

Manager's Comments:

Mr. Russell Taylor, Director of Libraries for Appalachian Regional Library, will request that the Board appoint John Arnaud as architect for the Library Renovation Project. The proposed fee is a lump sum of \$21,490, and Mr. Arnaud has worked extensively with the library on the development of this project.

Pursuant to N.C. Gen. Stat. § 143-64.32, the Board must exempt the project from the Qualifications-Based Selection (QBS) process, as the professional services fee is less than \$50,000. Funding for the project will be provided through grants, fundraising efforts, and the County's capital project set-aside for the library.

Should the Board wish to approve this request, the required actions would be:

- Exempt the project from the Qualifications-Based Selection process pursuant to N.C. Gen. Stat. § 143-64.32; and
- Award the architectural services contract to John Arnaud in an amount not to exceed \$21,490.

Staff seeks direction.

JA | Architect



Proposal for:

Watauga County Public Library
Interior Improvements
Deron Geouque, County Manager
814 West King Street, Suite 205
Boone, NC 28607

Professional
Architecture

Watauga County Public Library Interior Improvements

Deron Geouque
Watauga County Manager
814 W. King Street, Suite 205
Boone, NC 28607
December 29, 2025

Deron Geouque:

Thank you for the opportunity to submit this proposal of design services for Interior Improvements to the Watauga County Public Library. My practice focuses on solving complex problems through practical, thoughtful design solutions, with an emphasis on improving existing buildings throughout Western North Carolina. After completing the feasibility study and Department of Commerce grant application, working closely with the library team, I have gained a strong appreciation for the library's important role as a resource center and community gathering place. I am grateful for the opportunity to continue supporting this project and our community.

The services included in this proposal focus on working with the Library and County to confirm the project goals and ensure alignment with the established budget. The design will prioritize staff work areas, expand meeting spaces, enhance service desks, and thoughtfully integrate recent updates, such as the patio, patio door, and study pods. I anticipate phasing the renovations to limit disruptions and allow the library to continue serving the community throughout the renovation. The proposal includes the architect's construction administration to facilitate bidding and oversee construction, supporting the project through completion.

I would be honored to continue working with the Watauga County Public Library team and Watauga County on this project. As a small, Boone-based architecture firm, I value personal service and take pride in contributing to my community. I will remain the primary point of contact and welcome the opportunity to discuss this proposal at any time. Working with the Watauga County Public Library staff has been among the most rewarding professional experiences of my career, and I am committed to helping ensure the continued success of this project.

Respectfully,



John Arnaud, AIA, NCARB
Principal Architect
John Arnaud Architect PLLC
828.343.3354
john@jarnaudarch.com

Process for Your Project

1. Construction Documents

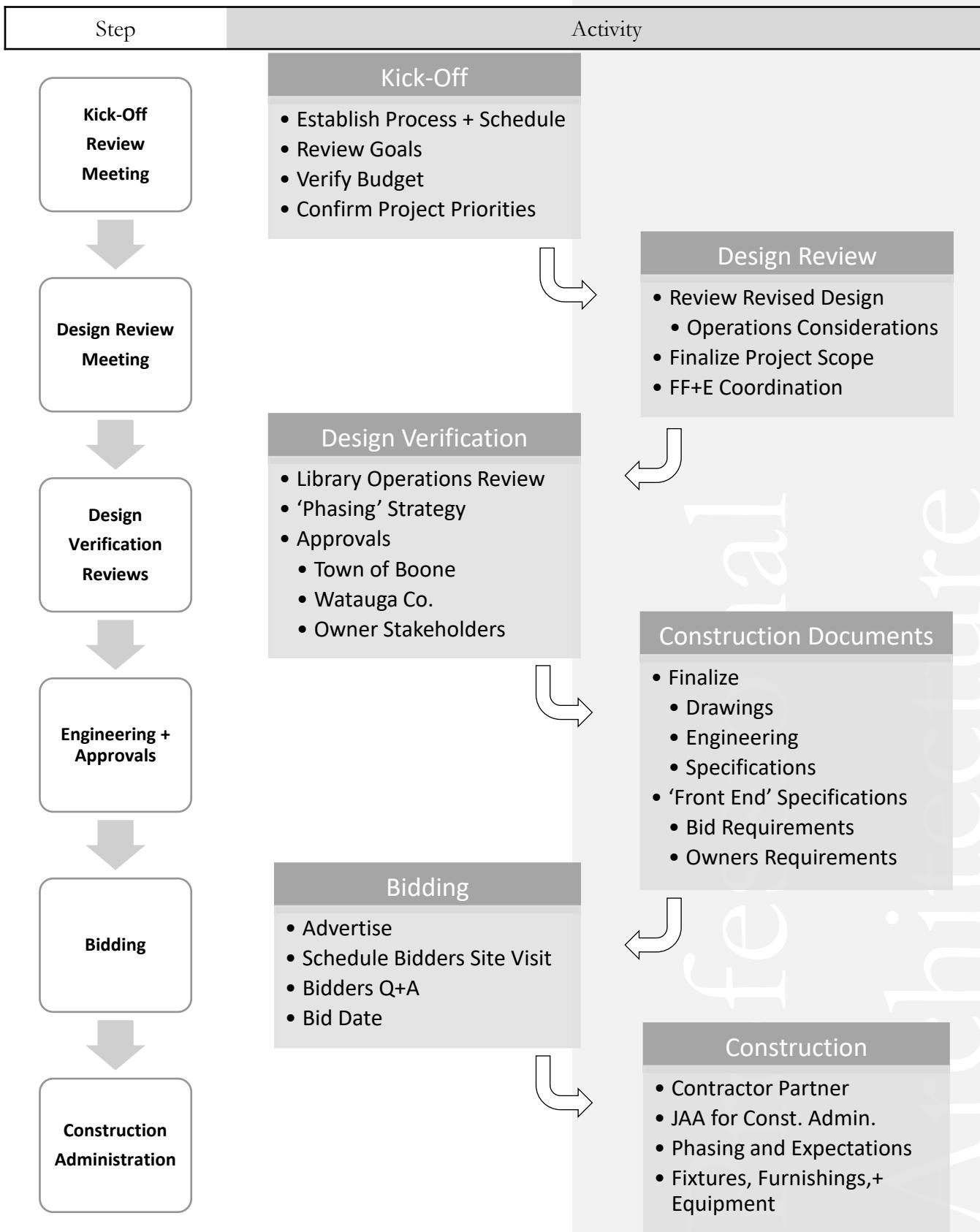
- Design Review
 - Align design with recent building improvements
 - Patio, patio door, study pods
 - Verify project budget and align the scope of work
- Engineering
 - Electrical, Mechanical, Plumbing as required
- Finalize Construction Drawings
 - Bid Ready Construction Drawings
 - Include 'Phasing' to maintain library services throughout construction.
 - Complete Project Specifications
 - General Requirements Specifications
 - Assist the owner with the development of the owner GC contract AIA A101 + A201
 - Specification 'front end' development
 - 01 – Insurance, Bonding, Liquidated Damages, Schedule, Owner Contractor Agreements, Local Govt. Rider, etc.
- Systems Design
 - Coordinate Construction Documents with specifications for any 'by owner' systems
 - Owner provided equipment, Low Voltage/Data, Furniture, Sound Masking, etc.

2. Construction Administration

- Approvals
 - Pre-Application Meeting with Town of Boone and Watauga County [before bidding]
 - Permit Coordination after contract award
- Bidding
 - Advertise + Solicit Bids
 - Pre-Bid Meeting, Questions, + Addenda
 - Bid Opening and Negotiation
- Construction Admin.
 - Pre-Construction Meeting
 - OAC Meetings
 - Shop Drawing + Submittal Review
 - RFI Response
 - Arch. Field Observations
 - Pay App Certification
 - Punch List + Certification of Occupancy Review

Professional
Architecture

Design Process for Watauga County Public Library



CLIENT	Watauga County ATTN: Deron Geouque, County Manager 814 West King Street, Suite 205 Boone, NC 28607 828.265.8000	INVOICE # CUSTOMER ID	WPL-101 WPL
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PROJECT	Watauga County Public Library - Interior Improvements 140 Queen St., Boone, NC 28607	PAYMENT TERMS
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Per AIA-B101

DESCRIPTION	AMOUNT
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The architect will provide the services noted below and submit monthly invoices per the attached AIA-B101. Acceptance of this proposal via signed corresponding AIA-B101 and receipt of initial payment will be required to start work.

Design Scope

Interior Improvements to library. Scope of design will be to align previously completed feasibility study with funding granted by the Department of Commerce Rural Downtown Economic Development grant and other funds and fundraising as allocated by Watauga County and the Appalachian Regional Library System. No exterior work or expansion of building footprint is anticipated

Construction Documents

Construction Drawings: plans, elevations, sections, specifications, schedules, and details.

Align scope to project budget, coordinate phasing, library operations considerations and procurement.

Coordinate Engineering [MEP], Sealed Architectural Drawings, Project Manual and Specifications

\$10,820

Construction Administration

Application for Building Permit and Plan Review in the Town of Boone/ Watauga County

Procurement and Construction Phase administration as defined by AIA-B101 and AIA-A201

\$10,670

Exclusions

Reimbursable expenses, consultants not noted above, owner contractor contract documents, and work not described herein or in the attached AIA-B101.

Billing Structure

Initial Payment <i>[due to begin]</i>	\$1,000
Balance of Design Fees <i>[billed monthly based on percent complete]</i>	\$10,820
Construction Administration <i>[billed monthly based on percent complete]</i>	\$9,670
TOTAL	\$21,490

Make checks payable to John Arnaud Architect PLLC. Thank you for your business.

John Arnaud Architect PLLC
PO 1504
Blowing Rock, NC 28605
828.434.3354

Attachments

Owner Architect Agreement

Documents to formalize architect's agreement with Watauga County.

- Draft – AIA-B101: Owner Architect Agreement
- Certificate of Insurance: John Arnaud Architect

Owner Contractor Architect Agreement

These sample agreements are recommended for use in structuring the contractor's contract with Watauga County and serve as a basis for the scope of the architect's Construction Administration services. Any input from the owner about contractor qualifications, insurance requirements, or other general requirements for the construction contract will be needed before advertising and bidding the project.

- Sample – AIA-A101 Owner Contractor Agreement
- Sample – AIA-A101 Exhibit A – Contractors Insurance and Bonds
- Sample – AIA-A201 General Conditions for the Construction Contract

Professional
Architecture

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twenty-ninth» day of «December» in the year «Two thousand twenty-five.»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« Deron Geouque »« County Manager »
 « Watauga County »
 « 814 West King Street, Suite 205 »
 « Boone, NC 28607 »

and the Architect:
(Name, legal status, address and other information)

« John Arnaud»« Principal Architect »
 « John Arnaud Architect PLLC »
 « PO Box 1504 »
 « Blowing Rock, NC 28605 »

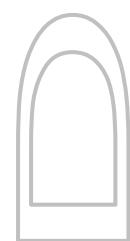
for the following Project:
(Name, location and detailed description)

«Watauga County Public Library Interior Improvements»
 «140 Queen Street, Boone, NC 28607»
 « Interior Improvements »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The scope of work will include improvements as described in the previous feasibility study completed 12/16/2024. Extent of work will be modified to match the allocated project budget. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« Interior Improvements to the Watauga County Public Library at 140 Queen Street, Boone, NC 28607. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« Budget to be verified with the owner during the design kick-off. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Project to bid by quarter two and award construction contract by quarter three 2026. »

.2 Construction commencement date:

« Award construction contract in quarter three 2026. »

.3 Substantial Completion date or dates:

« Construction to be completed before summer reading programs commence, anticipated June 1, 2027. »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Bid, Stipulated Sum Between Owner and Contractor »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« Renovation project, reuse existing facility and equipment as possible. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

« Deron Geouque »
 « Watauga County Manager »
 « 814 W. King Street, Suite 205 »
 « Boone, NC 28607 »
 « Deron.Geouque@watgov.org »
 « 828-265-8000 »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« Representatives as directed by Watauga County, Watauga County Public Library, and Appalachian Regional Library Administration. »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »
 « »

« »
« »
« »

.2 Civil Engineer:

« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« John Arnaud »
« Physical Address: 1345 Poplar Grove Road South, Boone, NC 28607 »
« Mailing Address: PO 1504, Blowing Rock, NC 28605 »
« 828.434.3354 »
« john@jarnaudarch.com »
« »



§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Not Required »
« »
« »
« »
« »



.2 Mechanical Engineer:

« Consultant TBD »
« »
« »
« »
« »



.3 Electrical Engineer:

« Consultant TBD »
« »
« »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« Non Anticipated »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« Design Process and Scope of Work as described in John Arnaud Architect's proposal dated 29 December 2025 and WPL-101. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « one million » (\$ « 1,000,000 ») for each occurrence and « two million » (\$ « 2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « one million » (\$ « 1,000,000 ») per claim and « one million » (\$ « 1,000,000 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Eight » (« 8 ») visits to the site by the Architect during construction
- .3 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » (« 2 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « twenty-four » (« 24 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[« X »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(*Insert amount*)

« Twenty-one thousand four hundred and ninety dollars »

.2 Percentage Basis
(*Insert percentage value*)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(*Describe the method of compensation*)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent (« 10 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« N/A »	percent (« 0 »	%)
Design Development Phase	« N/A »	percent (« 0 »	%)
Construction Documents Phase	« \$10,820 »	percent (« 50 »	%)
Procurement Phase	« \$2,200 »	percent (« 11 »	%)
Construction Phase	« \$8,470 »	percent (« 39 »	%)
Total Basic Compensation	\$21,490	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
Architectural Technician	\$78/hr
Architect	\$138/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « ten » percent (« 10 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « one thousand » (\$ « 1,000 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this agreement.)

« »

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« John Arnaud Architect's proposal dated 29 December 2025 and WPL-101. Previously completed drawings for Interior Improvements of the Watauga County Public Library dated 12/16/2024 »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »

(Printed name and title)

ARCHITECT *(Signature)*

« John Arnaud, Principal Architect »» 14880 »

(Printed name, title, and license number, if required)

A G E N D A I T E M 6 :

BID RECOMMENDATION FOR MYSTERY HILL TRAIL REPAIR

Manager's Comments:

Ms. Wendy Patoprsty, Blue Ridge Conservancy Middle Fork Greenway Director, will present the bids for the repairs to the Mystery Hill Trail. Four bids were received. Ms. Patoprsty will request the Board to award the bid to S&W Construction as the lowest responsive bidder in the amount of \$35,159.00. The bid is within the assessed amount approved by FEMA.

Board action is required to award the bid to S&W Construction in the amount of \$35,159.00 for repairs to the Mystery Hill Trail.



To: Watauga County Commissioners

From: Wendy Patoprsty, Middle Fork Greenway Director, Blue Ridge Conservancy

Date: February 3, 2026

Re: Middle Fork Greenway at Mystery Hill Trail Repair from Hurricane Helene, Project # 797050

Segments of the Middle Fork Greenway sustained damage during Hurricane Helene. Most of the sites were repaired immediately after the storm to get the path open for use again. This approval is the final FEMA approved site to be repaired.

This 90ft of greenway path at Mystery Hill will require stormwater pipe installation, streambank stabilization, and reasphalting the path. FEMA has assessed and approved reimbursements on this segment. I have been working with Will Holt at Emergency Management on the FEMA requests and reimbursements.

Engineering is complete for this segment and three quotes from contractors are in hand as seen below. Permits are also in place.

I am requesting permission to move forward with the lowest bid to construct Payne Branch Park Stream Repair. This work can begin once the trout moratorium is lifted in April.

Mystery Hill Helene Damage Repair on Middle Fork Greenway:

Contractor	Base Bid
S & W Construction	\$35,159
Liles Construction	\$55,688
Wildlands Construction	\$109,077
Brushy Fork Environmental	\$196,800

Sincerely,

A handwritten signature in black ink that reads 'Wendy Patoprsty'.

Wendy Patoprsty
Blue Ridge Conservancy
Middle Fork Greenway Director

A G E N D A I T E M 7:

**NEW EMERGENCY SERVICES FACILITY ACCESS CONTROL SYSTEM
REQUEST**

Manager's Comments:

Mr. Drew Eggers, IT Director, will request the Board approve a quote from Creekside Electronics in the amount of \$18,862.35 for installing the access control (security system for doors) at the New Emergency Services Facility. Three (3) bids were received. Adequate funds are available in the FF&E budget for the project.

Board action is required to approve the quote from Creekside Electronics in the amount of \$18,862.35 for the installation of the access control at the New Emergency Services Facility.



WATAUGA COUNTY Information Technologies

*Courthouse, Suite 4 • 842 West King Street • Boone, North Carolina 28607 • Phone (828) 265-8015
FAX (828) 265-8076
TDD 1-800-735-2962
Voice 1-800-735-8262*

MEMORANDUM

TO: Watauga County Board of Commissioners
Deron Geouque, County Manager

FROM: Drew Eggers, Information Technologies Director

SUBJECT: Emergency Services Access Control System

DATE: January 28, 2026

Please see the attached quote for an access control system for the new Emergency Services Facility. We received three proposals for this system, and the lowest bid is from Creekside Electronics.

This is the same Linear brand system that we have at the Courthouse and at Human Services, and this new system will be linked with those existing systems.

Included in the proposal are twelve card readers. All door strikes are being separately installed by the door vendor.

Total cost for this new system with installation is: **\$18,862.35**.

Thank you for your consideration of this request.

Creekside Electronics, Inc

7881 NC Highway 105 S
 Boone, NC 28607 US
 +18282643039
 www.creeksideelectronics.com

02-03-2026 BCC Meeting

**Estimate:**

ADDRESS
 Drew Eggers
 Watauga County Information Technologies
 842 West King St
 Suite 4
 Boone, NC 28607

SHIP TO
 Watauga County Emergency Services Building
 Boone, NC 28607

ESTIMATE: 4501
 DATE 01/28/2026

DESCRIPTION	QTY	RATE	AMOUNT
LINEAR EL364MP 4 DOOR ACCESS CONTROL WITH POWER SUPPLY	3	3,702.00	11,106.00
LN-2N1PRXHAF PROX READER	12	210.00	2,520.00
WG-22061101 READER CABLE	2,000	0.39	780.00
WG-21155509 LOCK POWER CABLE	2,000	0.26	520.00
6M-451806SDB GATE READER CABLE	400	1.25	500.00
WG-41581008 GATE CONTROL CABLE	400	0.86	344.00
Category 6 Cable	300	0.35	105.00
12v7ah Battery	6	36.00	216.00
Installation Materials	1	100.00	100.00
Installation & Programming	1	6,000.00	6,000.00
County Discount 15%	-1	3,328.65	-3,328.65
ACCESS CONTROL SYSTEM FOR WATAUGA COUNTY EMERGENCY SERVICES BUILDING BOONE, NC	SUBTOTAL		18,862.35
	TAX		0.00
	TOTAL		\$18,862.35

POE SWITCH TO PROVIDED BY
 WATAUGA COUNTY IT

TO ACCEPT:
 SIGN AND RETURN PROPOSAL
 WITH 60% DEPOSIT

A G E N D A I T E M 8 :

HAGERTY CONSULTING, INC. CONTRACT EXTENSION

Manager's Comments:

Mr. Will Holt, Emergency Services Director, will request Board approval to extend Hagerty Consulting, Inc's contract. Due to delays and additional requirements at the federal level with several projects, Hagerty Consulting's time and costs have increased for this work managing the public assistance projects for the County. The request is for \$150,000 in additional funding and a 6-month timeline extension to September 17, 2026. Funding will come from the Category Z funding through the FEMA Public Assistance program.

Board action is requested to approve the \$150,000 in additional funding and the 6-month timeline extension.



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 ♦ EMS ♦ Communications ♦ County Safety

January 27th, 2026

To: Board of Commissioners

CC: Deron Geouque, County Manager

Subject: Hagerty Extension

Board of Commissioners,

Please consider my request for \$150,000 in additional funding and a 6 month timeline extension to 9/17/2026 for the continuation of the work being performed by Hagerty Consulting, Inc. Due to delays and additional requirements at the federal level with several projects, this has escalated their time and costs for their work managing the public assistance projects for the County. To date, Hagerty has been an excellent partner providing clear and timely communication to us and the respective government agencies and contractors maximizing our reimbursable expenses from Helene. Funding for these services will come from the Category Z funding through the FEMA Public Assistance program.

Respectfully,

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

A G E N D A I T E M 9 :

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Acceptance of NC Youth Sports Grant Award

Manager's Comments:

Watauga County Park and Recreation has been awarded a NC Youth Sports Grant in the amount of \$3,300.00. The funding will fully cover the registration fees for youth selected to All-Star teams.

Board action is requested to accept the NC Youth Sports Grant Award in the amount of \$3,300.00.

Deidre.Earp

From: Keron Poteat
Sent: Thursday, January 15, 2026 3:05 PM
To: Deron.Geouque; Board Packet
Cc: Michelle.Byrd; Craig Lands
Subject: NC Outdoor Grant Acceptance
Attachments: NC OUTDOOR GRANT.pdf; GRANT AGREEMENT.pdf

Good Afternoon, Deron,

Please consider adding the attached Grant Award to the next Board of Commissioner's Agenda.

Watauga County Parks and Recreation has been awarded an NC Youth Sports Grant in the amount of \$3,300. We are grateful for this support, which will fully cover the registration fees for youth selected to All-Star teams and ensure that families bear no financial burden for their child's participation. I respectfully request the Board's approval to formally accept this generous grant award.

Best,



Keron J Poteat, Director

231 Complex Drive, Boone, NC
828.264.9511

#

I'm retiring on January 30, 2026!

Keep in touch with my personal email: keronpoteat@gmail.com



Grant Agreement

THIS GRANT AGREEMENT IS ENTERED INTO WITH THE NORTH CAROLINA YOUTH OUTDOOR ENGAGEMENT COMMISSION (NCYOEC)

The parties to this agreement agree as follows:

RESPONSIBILITY OF THE GRANTEE

- 1 The Grantee shall:
 - 1.1 Undertake, carry out, and complete, in a competent manner, all of the activities set forth in the grant project and operate within the financial constraints of the approved Project Budget and relevant Grant guidelines.
 - 1.2 Keep accurate, current and complete records relating to the Grant Project and disbursements of the Grant.
 - 1.3 Notify NCYOEC in writing should the contact person for the Grant change.
 - 1.4 In the event of Project changes, i.e., dates, costs, etc. the Grantee must submit an Amendment request for approval by NCYOEC and receive an approval in writing before said changes may be enacted.
 - 1.5 Maintain acceptable financial management systems during the term of the Grant. Such systems shall provide:
 - 1.5.1 Accurate, current and complete disclosure of the financial activity under the Grant.
 - 1.5.2 Effective control over and accountability for all Grant funds, property, and other assets under the Grant Project.
 - 1.5.3 Accounting records supported by source documentation.
 - 1.5.4 Ensure that all costs incurred under the Grant Project are reasonable and properly incurred as per the approved Project Budget and objectives.
 - 1.6 Submit to NCYOEC accounting data, supported by documentation, which at a minimum, identifies, separates, and accumulates all costs incurred under the Grant.
 - 1.7 Submit to NCYOEC the following Grant-specific report:
 - 1.7.1 **Go Outside “GO” Grant:** End of Project Report within thirty (30) days of project completion, containing a signed Report form and two forms of proof of payment per purchase (as detailed in the Go Outside “GO” Grant Guidelines).
 - 1.7.2 **Youth Sports Grant:** End of Project Report within thirty (30) days of project completion, containing a signed Report form and two forms of



proof of payment per purchase (as detailed in the Youth Sports Grant Guidelines).

- 1.7.3 **Trailblazers Outdoor Clubs:** End of School Year Report within thirty (30) days of the end of the Spring semester, containing a signed Report form and expense spreadsheet.
- 1.8 Submit to NCYOEC digital photographs demonstrating the use of Grant funds for the Project with necessary permissions for NCYOEC to utilize the digital photographs in its digital and print communications, including but not limited to the NCYOEC website, social channels, mailers, and flyers.
- 1.9 Preserve and make available all Project related records for examination and audit by NCYOEC.
- 1.10 Where the Grantee has secured an opportunity to promote or discuss aspects of the Project funded by the Grant whether, on the radio, television, or through the internet, print media, or any other media of communication, NCYOEC shall be acknowledged as funding the project and NCYOEC's branding used where appropriate.
- 1.11 Comply with all NCYOEC guidelines and requests for further information.

RESPONSIBILITY OF THE COMMISSION

- 2 Once it is satisfied and approval is given in writing that the Grantee has met all requisite criteria, NCYOEC shall:
 - 2.1 Disburse funds to the Grantee no more than forty-five (45) days prior to the Project start date, unless an alternate date has been provided and agreed upon by NCYOEC.

REFUND OF GRANT

- 3 NCYOEC reserves the right to require a refund by the Grantee of any amount which NCYOEC determines to have been expended for purposes not in accordance with the activities, objectives, and approved budget of this Grant.

ASSIGNMENT

- 4 This Grant is not assignable by Grantee either in whole or in part.

SUSPENSION & TERMINATION

- 5.1 At its discretion, the NCYOEC may suspend or terminate this Grant for cause at any time.



5.2 In the event of termination, and at the discretion of NCYOEC, the Grantee shall be entitled to payment for acceptable and allowable work performed under this Project, and for all uncancelable obligations made in connection with such work, through the date of termination, but in no event shall payment exceed the maximum payable.

5.3 Early termination of this Grant does not release the Grantee from compliance with appropriate provisions of this Award, i.e., End of Project Reporting and Records Retention.

5.4 Suspension of Termination for cause would be based on one or more of the following reasons:

- 5.4.1 The Project has significantly deviated from the activities and scope of work described in the Project application or any approved Amendment requests.
- 5.4.2 The Grantee fails to show sufficient evidence of progress in its Reports.
- 5.4.3 The Grantee has breached the terms of the Agreement.

UNSPENT FUNDS (GO GRANTS & YOUTH SPORTS GRANTS)

5 At Project completion, any unspent funds shall be returned to the NCYOEC by check made payable to*:

North Carolina Youth Outdoor Engagement Commission
1715 Mail Service Center
Raleigh, NC 27699

A handwritten signature in black ink that appears to read 'Keron J. Poteat'.

GRANTEE SIGNATURE

Keron J. Poteat

Director

NAME

TITLE

A handwritten signature in black ink that appears to read 'Keron J. Poteat'.

GRANTEE ADMINISTRATOR
(e.g. School Principal)

Keron J. Poteat

Director

NAME

TITLE

A handwritten signature in blue ink that appears to read 'M. Michelle Byrd'.

GRANTEE ACCOUNTANT
(e.g. School Bookkeeper)

M. Michelle Byrd

Admin Asst II

NAME

TITLE

1/15/2026

DATE

A G E N D A I T E M 9 :

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Revised Annual Pre-Budget Retreat Agenda

Manager's Comments:

The approved dates for the Annual Pre-Budget Retreat are February 26th and 27th with times approved from 12–7 P.M. and 9 A.M.–1 P.M.

TENTATIVE RETREAT AGENDA
WATAUGA COUNTY BOARD OF COMMISSIONERS
COMMISSIONERS BOARD ROOM
WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC
FEBRUARY 26 & FEBRUARY 27, 2026

TIME	TOPIC	PRESENTER	PAGE
THURSDAY, FEBRUARY 26, 2026			
12:00 PM	OPENING REMARKS AND LUNCH	MR. DERON GEOUQUE	
12:30 PM	WATAUGA TDA	MR. MATT VINCENT MR. WRIGHT TILLEY	
12:45 PM	MIDDLE FORK GREENWAY UPDATE	MS. WENDY PATOPRSTY	
1:00 PM	FY 2026 REVIEW AND DISCUSSION OF FY 2027 BUDGET	MS. MISTY WATSON	
	A. Revenues B. Expenditures C. Debt Service Report D. Budget Calendar E. Special Appropriations		
1:30 PM	REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)	MR. DERON GEOUQUE & MR. ROBERT MARSH	
	A. Current CIP Status Report B. 911/Medic/Emergency Services Facility C. Emergency Communications D. Library E. School Facilities		
2:00 PM	INFORMATION TECHNOLOGIES WEBSITE UPDATE	MR. DREW EGGERS	
2:15 PM	BREAK		
2:30 PM	TAX MATTERS	MR. TYLER RASH	
	A. 2027 Revaluation Update B. Tax Software C. Minimal Tax Bill		
3:30 PM	PLANNING & INSPECTIONS MATTERS	MR. JASON WALKER	
	A. Watauga County Comprehensive Plan B. Planning and Development Ordinances Update		
4:00 PM	APPHEALTHCARE	MS. JENNIFER GREENE	
4:15 PM	UNC HEALTH APPALACHIAN UPDATE	MR. NATHAN NIPPER	
4:45 PM	WATAUGA COUNTY EMERGENCY SERVICES MATTERS	MR. WILL HOLT	
	A. Update on Transition from Watauga Medics B. EMS Plans C. Communications Updates D. Franchise Ordinance Updates		
5:30 PM	COUNTY MANAGER'S SUMMARY	MR. DERON GEOUQUE	
6:00 PM	RECESS UNTIL FRIDAY, FEBRUARY 27 AT 9:00 AM		

FRIDAY, FEBRUARY 27, 2026

8:30 AM **BREAKFAST**

Thursday, February 26, & Friday, February 27, 2026
Tentative Retreat Agenda
Board of County Commissioners

9:00 AM	EDC/CHAMBER FOUNDATION REPORT	MR. DAVID JACKSON MR. JOE FURMAN
9:30 AM	CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE	DR. MARK POARCH
10:00 AM	WATAUGA COUNTY SCHOOL BOARD A. FY 2027 Funding Needs B. School's Capital Improvement Plan	DR. LESLIE ALEXANDER & SCHOOL BOARD MEMBERS
11:30 AM	MISCELLANEOUS & COMMISSIONER MATTERS A. State Issues B. Commissioner Matters	MR. DERON GEOQUE
11:55 AM	WRAP UP, GOALS & OBJECTIVES, BOARD DIRECTIVES	
12:00 PM	ADJOURN	

A G E N D A I T E M 9 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Boards and Commissions*****Manager's Comments:**AppalCART Board

The Town of Boone recommends reappointing Todd Carter as a Town representative on the AppalCART Board.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Parks and Recreation Commission

The Town of Boone recommends reappointing Virginia Roseman as a Town representative on the Parks and Recreation Commission.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Tourism Development Authority (TDA)

Ms. Kim Rogers is no longer able to serve on the Watauga County TDA Board. The TDA has requested the appointment of Mr. Eric Woolridge and has asked to waive the first reading, so that Mr. Woolridge can sit at their next board meeting.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Watauga Economic Development Commission

The terms of Lee Rankin, Virginia Wallace, and Suzanne Livesay on the Watauga Economic Development Commission are expiring at the end of 2025. Each was appointed to a three-year term and is eligible to serve two consecutive terms.

Virginia Wallace and Suzanne Livesay have expressed a willingness to serve another term if reappointed. These items were previously presented as a first reading on December 2, 2025.

Blake Brown and James Milner have submitted applications to serve on this board. These items were previously presented as a first reading on January 13, 2026.

Staff seeks Board direction.

**Volunteer Application
Watauga County Boards And Commissions**

02-03-2026 BCC Meeting

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

**Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230**

Name: _____

Home Address: _____

City: _____ **Zip:** _____

Telephone: (H) _____ **(W)** _____ **(Fax)** _____

Email: _____

Place of Employment: _____

Job Title: _____

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

<input type="radio"/> Bald Mountain	<input type="radio"/> Stony Fork	<input type="radio"/> Watauga
<input type="radio"/> New River	<input type="radio"/> Brushy Fork	<input type="radio"/> Cove Creek
<input type="radio"/> Beaver Dam	<input type="radio"/> Meat Camp	<input type="radio"/> Shawneehaw
<input type="radio"/> Blue Ridge	<input type="radio"/> Blowing Rock	<input type="radio"/> Laurel Creek
<input type="radio"/> Elk	<input type="radio"/> North Fork	<input type="radio"/> Boone

In addition, Please Indicate If You Live In One Of The Following Areas:

<input type="radio"/> Foscoe-Grandfather Community	<input type="radio"/> Valle Crucis Historic District
<input type="radio"/> Howards Creek Watershed	<input type="radio"/> Winklers Creek Watershed
<input type="radio"/> South Fork New River Watershed	<input type="radio"/> Extraterritorial Area

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

Gender

<input type="radio"/> Male
<input type="radio"/> Female

Ethnic Background

<input type="radio"/> African American	<input type="radio"/> Hispanic
<input type="radio"/> Caucasian	<input type="radio"/> Other
<input type="radio"/> Native American	

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. _____
2. _____
3. _____

**Volunteer Application
Watauga County Boards And Commissions
(Continued)**

02-03-2026 BCC Meeting

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

**Work
Experience:**

**Volunteer
Experience:**

**Other
Experience:**

**Other
Comments:**

Signature: Eric Woolridge

Date: 1.22.26

Print Form

Reset Form

A G E N D A I T E M 1 0 :

COMMISSIONERS' COMMENTS

A G E N D A I T E M 1 1 :

BREAK

A G E N D A I T E M 1 2 :

CLOSED SESSION

- Acquisition of Real Property per G.S. § 143-318.11(a)(5)
- Attorney-Client Matters per G. S. § 143-318.11(a)(3)
 - *Including Case No. 5:25-cv-157, Watauga County Voting Rights Task Force v. Watauga County Board of Elections*



SUPPLEMENTAL MATERIALS

FROM BOARD MEETING



Watauga County
BOARD OF COMMISSIONERS



PUBLIC COMMENT SIGN-IN

WATAUGA COUNTY BOARD OF COMMISSIONERS

MEETING DATE: February 3, 2026

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:

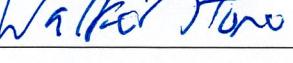
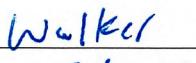
In accordance with North Carolina General Statutes 160A-81.1, the Watauga County Board of Commissioners establishes the following policy and rules regarding Public Comment.

- 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 that 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.

Please **clearly** print your name. By printing your name, you **acknowledge** that you have read, understood, and agree to abide by the rules outlined above.

Please state your name before speaking.

SPEAKER LIST

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ADDITIONAL SIGN-UP SPACE AVAILABLE ON THE BACK.

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