

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

**TUESDAY, MAY 2, 2023
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 18, 2023, Regular Meeting April 18, 2023, Closed Session		1
	3	APPROVAL OF THE MAY 2, 2023, AGENDA		7
5:35	4	PUBLIC COMMENT – Will last up to 1 hour dependent on number of speakers	CHAIRMAN TURNBOW	9
5:40	5	NC STATE COOPERATIVE EXTENSION MEMORANDUM OF AGREEMENT (MOA)	MR. JIM HAMILTON	11
5:45	6	MAINTENANCE MATTERS	MR. ROBERT MARSH	
		A. Bid Award Request for Automatic Door Operators		23
		B. Bid Award Request for Roofing of the Back Side of the Old Cove Creek Gym		37
		C. Bid Award Request for Sports Lighting Project		40-1
5:50	7	REQUEST TO ACCEPT HOWARD'S KNOB PARK GRANT	MR. ERIC SMALLWOOD	41
5:55	8	REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED CHANGES TO THE SIGN ORDINANCE	MR. JASON WALKER	53
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of the FY 2024 Capital Improvement Plan (CIP)		73
		B. Presentation of the Manager's FY 2024 Recommended Budget		75
		C. Proposed Resolution to Apply for Rural Transformation Grant		77
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6:05	10	BREAK		92
6:10	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		92
6:30	12	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

April 18, 2023, Regular Meeting

April 18, 2023, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 18, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 18, 2023, at 5:30 P.M. in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

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

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

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the April 4, 2023, regular and closed session minutes.

Commissioner Castle, seconded by Commissioner Wallin, moved to approve the April 4, 2023, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Castle, seconded by Commissioner Wallin, moved to approve the April 4, 2023, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the April 18, 2023, agenda.

Commissioner Wallin, seconded by Commissioner Eggers, moved to approve the April 18, 2023, agenda as presented.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT POLICY DISCUSSION

Chairman Turnbow presented a proposed, updated Public Comment Policy. The update proposed to move the public comment period from the end of the meeting to the beginning. The County Attorney had reviewed the policy as written.

Commissioner Russell stated that he was in favor of moving the item to the beginning of the meeting but hoped that speakers and staff would be given a certain time for business to be conducted. Commissioner Castle, Commissioners Eggers, and Commissioner Wallin also stated that they agreed with moving the time period to the beginning of the meeting.

Commissioner Wallin, seconded by Commissioner Eggers, moved to approve the Public Comment Policy as presented.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

The following shared concerns regarding Watauga Medical Center's decision to close the Broyhill Wellness Center in May: Ben Henderson, Fred Webb, Jr., Shannon Stapleton, Lori Jackson, Martin DeRita, Paul Welsh, Joe Lowman, Eli Bailey, Terry Anderson, Gary Walker, Chris Behrend, Howard Davis, Mandy Pennestri, Carol Truett, Julie Curtis, Anne Gerber, Harry Lyons, Mary Underwood, and Carol Anderson.

Alana Baird asked for a minimum housing code to be established.

Chairman Turnbow, seconded by Commissioner Wallin, moved to add a discussion to the agenda to give direction to Commissioner Russell, as the Commissioner Representative on the Watauga Medical Center's Board of Trustees, regarding the comments made regarding the Wellness Center.

VOTE: Aye-5
Nay-0

Commissioner Castle stated that his parents had benefited from the Wellness Center and, along with family and the community, felt there was an important thanks due to the instructors. Commissioner Castle stated that he hoped to find a solution.

Commissioner Eggers echoed Commissioner Castle by stating it was important to find a solution. Commissioner Eggers stated that it was important to care for the aging population.

Commissioner Wallin stated that he knew many who used the Wellness Center and recognized that this was not a good spot to be in. Commissioner Wallin recommended Commissioner Russell speak to the Medical Center in hopes of finding a solution working with the Community Recreation Center that would preserve the Wellness Center family atmosphere.

Commissioner Russell shared that he had credibility in this space as he recently ran 20 miles one morning at the Community Recreation Center (CRC) without issue. Commissioner Russell stated that he shared the concerns and understood the social aspect as well. Commissioner Russell stated that Watauga Medical Center had serious financial responsibility and he was only one vote. He also stated that the Board of Commissioners doesn't control what the Medical Center does. The Board of Commissioners couldn't tell the Medical Center to keep the Wellness Center open but could work with them to find an equitable and agreeable solution which would take some transition.

Chairman Turnbow thanked all who spoke and stated that, although the County owned property where Watauga Medical Center was located, the County did not own the property on which the Wellness Center sat and could not direct the Medical Center on how to operate.

Chairman Turnbow, seconded by Commissioner Wallin, moved to approve Commissioner Russell taking the concerns regarding the closing of the Wellness Center, along with the petition developed by the citizens who shared those concerns, to the Watauga Medical Center Board of Trustees and asking Medical Center representatives meet to work on a solution.

VOTE: Aye-5
Nay-0

[Clerk's Note: The mentioned petition was not submitted during the Board Meeting but those who mentioned it stated they would get it to Commissioner Russell.]

Chairman Turnbow called for a recess at 6:49 P.M. and reconvened the meeting at 7:01 P.M.

CHILDREN'S COUNCIL UPDATE

Ms. Elisha Childers, Children's Council Executive Director, gave an update on the impact report for Watauga County. The Children's Council served 2,452 people last year. Key Programs and Services included parent education and family support programs; early care and education programs; and early childhood literacy programs. The Family Connects program was also successful and resulted in 50% less ER visits in the baby's first year; a 44% reduction in Child Protective Services investigations; 30% mothers less likely to experience post-partum depression; and a higher quality of parent behaviors, home environments, and child care choices. The Children's Council also invested in early childhood educators which recently resulted in increased wages of qualified lead teachers from \$9.50 to \$12.00; 82% of children in childcare have lead teachers with college degrees; average quality rating for child care in Watauga County was 4.38 (out of 5); nine local centers achieved accreditation which was a recognition of advanced quality standards in 2022; and four new centers would be eligible for quality enhancements supporting higher teacher wages in FY 2024.

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

COOPERATIVE EXTENSION UPDATE

Mr. Richard Boylan, Cooperative Extension Agent, gave updates on 2023 program activities including tailoring fresh produce food safety practices to small farms and retail markets; leveraging research projects for sustained small farms support; assisting growers in navigating a changing and maturing hemp market; and integrating soil management tools & strategies for improved yields and profits.

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

TAX MATTERS

A. Monthly Collections Report

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of March 2023. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for March 2023 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Wallin, seconded by Commissioner Eggers, moved to approve the Refunds and Releases Report for March 2023 as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Announcements

County Manager Geouque announced the following: A live Zoom Ethics for Elected Officials Class was scheduled for May 25, 2023, from 10:00 A.M. to 12:00 P.M. Commissioners were required to receive at least two clock hours of ethics training within twelve months after each election or appointment to office. The ethics training requirement was an ongoing obligation and required after each re-election or reappointment to office as well.

CLOSED SESSION

At 7:26 P.M., Commissioner Wallin, seconded by Commissioner Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Eggers, moved to resume the open meeting at 8:09 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 8:09 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MAY 2, 2023, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

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

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AGENDA ITEM 5:

NC STATE COOPERATIVE EXTENSION MEMORANDUM OF AGREEMENT (MOA)

MANAGER'S COMMENTS:

Mr. Jim Hamilton, Cooperative Extension Director, will review with the Board the updated MOA between the NC State Cooperative Extension and the County. The following will be reviewed:

- Watauga County MOA 2023 - This is the standardized Lock-In MOA going to all counties, which is basically the same agreement Watauga has been operating under since the last MOA from 2007. If any changes are needed, they can be addressed in the 'Watauga MOA addendum 2023'.
- Page 1 Watauga MOA Addendum - this outlines the current salary distributions for Watauga staff who receive direct County funding. The percentages may change slightly over time due to state-only raises, etc. Other Extension specialists and agents that are funded wholly by NC State and available to Watauga County as regional support (who we do access) are listed at the bottom of the staff page-- <https://watauga.ces.ncsu.edu/people/>.
- Watauga MOA addendum 2023 (2 pages) - this document is only needed if the County were to decide to opt-out of the Lock-In Plan.

There are several differences from the last MOA process. The main one is that all counties are being offered the Lock-In option first (current method used by Watauga Extension). Under the Lock-In MOA, the County agrees to support any state salary changes & is automatically billed. If desired, the County would have to opt out to Non Lock-In (via the 2-page addendum). In both cases the County can provide raises on the percentages and other increases.

Staff recommends the Board adopt the Watauga County Lock-In MOA as this is the current method being utilized and has worked well for the County. Board approval is requested to accept the terms of this memorandum.

EXTENSION

**Addendum to Memorandum of Agreement
Watauga County**

This addendum documents the current salary percentages provided by the County and by NCSU. Salary Percentages for Watauga County as of July 1, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/NR and CRD	50	50
Administrative Assistant	50	50
Area Agent – Small Farm Mgmt (NC A & T)*	12.5	
Agent – Livestock/Field Crops	70	30
Agent – Family and Consumer Sciences	53	36.5*
Agent - Horticulture	100	0
Agent - 4-H*	50	50
IPM Technician*	12.5	

* Area Agent position is 75% funded from NCAT. Ashe County provides an additional ~12.5%

* Family and Consumer Sciences Agent receives partial funding from Caldwell Co equivalent to one day per week.

* 4-H agent will have a 'step down' state funding allocation beginning FY2023/24 at 70%, FY2024/25 at 60%, and FY2025/26 and beyond at 50%.

* IPM Technician is based in Ashe County & provides scouting & consulting for our largest commercial Christmas tree growers.

County Ag Add-On (Livestock Agent) = .3

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

EXTENSION

**Addendum to Memorandum of Agreement
Watauga County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Watauga County as of January 1, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/NR and CRD	47.5	52.5
Administrative Assistant	50	50
Area Agent – Small Farm Mgmt (NC A & T)		
Agent – Livestock/Field Crops	68.9	31.1
Agent – Family and Consumer Sciences (share with Caldwell Co.)	50.37	36.5
Agent - Horticulture	100	0

County Ag Add-On = .3

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

NC STATE

EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Watauga County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.

NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
 1. Employer contributions to all applicable Federal and State taxes.
 2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
 3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
 Cost-of-living adjustments (COLA),
 Merit adjustments,
 Bonuses (in any form conveyed), and
 Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.
DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of January 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners
Watauga County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

**Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Watauga County**

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.
2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
 Cost-of-living adjustments (COLA),
 Merit adjustments,
 Bonuses (in any form conveyed), and
 Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

_____ Change from Lock-In Provision to Non Lock-in (formerly known as Send In)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____

Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____

Date: _____

AGENDA ITEM 6:**MAINTENANCE MATTERS*****A. Bid Award Request for Automatic Door Operators*****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board approve the bid from Stanley Access Technologies in the amount of \$26,325 for automatic doors at the Lois E. Harrill Senior Center and the Western Watauga Senior Center.

VENDOR	PRICE
Stanley Access Technologies	\$26,325
Advanced Door Automation	\$26,650
Piedmont Door	Unable to do entire scope of work

The Project on Aging Department received a grant covering the initial quote. However, due to the time lapse in approval by the North Carolina Division of Aging and Adult Services, new quotes were required to be obtained with an increase from the original price. The grant will cover \$18,167.75 of the \$26,325. The remaining \$8,157.25 will come from funds in the current budget. The scope of work includes the front entrances at both buildings and several interior doors.

Staff recommends the bid be awarded to the low bidder, Stanley Access Technologies, in the amount of \$26,325 contingent upon the North Carolina Division of Aging and Adult Services approving the updated quote.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

DATE: April 21, 2023

RE: Bid Award Request

BACKGROUND

Watauga County Project on Aging has been given a grant to add automatic door operators at the Lois B. Harrell Senior Center and the Western Watauga Community Center. The scope of work includes the front entrances at both buildings and several interior doors.

BID SUMMARY

Vendor	Price
Stanley Access Technologies	\$26,325
Advanced Door Automation	\$26,650
Piedmont Door	Unable to do entire scope of work

RECOMMENDATION

Staff recommends the bid be awarded to the low bidder, Stanley Access Technologies, in the amount of \$26,325.



ALLEGION™

STANLEY.
Access Technologies
Part of the Allegion family of brands

Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC.**

Custom Quote

Quote Number: Q-108728

WWCC Western Watauga Community Center

Created For

County of Watauga North Carolina

4/4/2023

Allegion Access Technologies LLC • WWW.STANLEYACCESS.COM

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108728
WWCC Western Watauga Community
Center

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

4 April, 2023

Allegion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

Product Summary Text

Net Price: USD 9,200.00

Scope of Work

Stanley will install 2 M-Force auto operators on the exterior front door and side door at the WWCC Western Watauga Community Center in Sugar Grove near Boone. Headers will be 39" wide, clear anodized finish, with wireless push plate activation. Stanley will also install 2 Magic Access auto operators on the 2 bathroom doors with wireless push plate activation. The exterior doors will be set up for power assist and power close to help with manual entry and wind loads. See add/deduct section if they do not want to install operators on the rest room doors.

Add / Deduct

Deduct \$3865 if they do not install Magic Access operators on the bathroom doors.

Lead Time: Current equipment lead time is 4-6 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Inclusions

- Push plates (Wireless).
- Radio receivers
- Door operator installation.

Exclusions

- 120 volts AC to inside auto door header 5 amp min.

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108728
WWCC Western Watauga Community
Center

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Access Technologies LLC (hereinafter " Company ") document or agreed to in writing by the parties.

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- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
- 4 In the event of default by purchaser, purchaser agrees to pay the Company the contract price for all work completed by the Company to the date of default or cancellation as well as all of the Company's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



ALLEGIONTM

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Access Technologies
Part of the Allegion family of brands

Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC**.

Custom Quote

Quote Number: Q-108572

Watauga County Project on Aging Sliding Door

Created For

County of Watauga North Carolina

4/4/2023

Allegion Access Technologies LLC • WWW.STANLEYACCESS.COM

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108572
Watauga County Project on Aging
Sliding Door

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

4 April, 2023

Allegion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

Product Summary Text

Net Price: USD 10,875.00

Scope of Work

Stanley will demo the existing pair of swing doors and surrounding storefront and install one DuraGlide 3000 bi-parting automatic door at the Watauga County Project on Aging Building at 132 Poplar Grove Road Connector in Boone. Door will be dark bronze anodized, with narrow stiles, 4" midrails for the recessed panics, and 10" bottom rails. Package will be 119 3/8" wide by 94" tall (so the header cover can open below the drywall on the interior) with a strip of break metal above the door on the exterior. It will have a clear anodized double beveled 6" threshold. Clear door opening will be 48" with a breakout opening of 104.75. See the add for night weekend installation.

Add / Deduct

Add \$1400 for night/weekend installation. Deduct \$515 for 1/4" clear tempered glass rather than 1" insulated glass.

Lead Time: Current equipment lead time is 12-13 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Inclusions

Back boxes & low voltage wiring from any control to inside auto door header.

Door package installation.

Glass & Glazing

Caulking

Break metal

Exclusions

120 volts AC to inside auto door header 5 amp min.

After hours premium labor

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108572
Watauga County Project on Aging
Sliding Door

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Access Technologies LLC (hereinafter " Company ") document or agreed to in writing by the parties.

- 1 Payment by purchaser to the Company shall be Net 30 days from date of invoice, subject only to contract termination by the Company in the event of an adverse credit decision by the Company's Credit Department. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less.
- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
- 4 In the event of default by purchaser, purchaser agrees to pay the Company the contract price for all work completed by the Company to the date of default or cancellation as well as all of the Company's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



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Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC.**

Custom Quote

Quote Number: Q-108570

Watauga Co Project on Aging - Auto Operators

Created For

County of Watauga North Carolina

4/3/2023

Allegion Access Technologies LLC • WWW.STANLEYACCESS.COM

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108570
Watauga Co Project on Aging - Auto
Operators

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

3 April, 2023

Alligion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

Product Summary Text

Net Price: USD 6,250.00

Scope of Work

Stanley will install 3 Magic Access swing door operators at the Project on Aging office at 132 Poplar Grove Road Connector in Boone. Headers will be clear anodized finish, 39" wide for 36" doors, with wave to open activation. Wiring to the wave plates and the 110 power to the headers is by the county electrician. The low voltage wire to the wave plates must have at least 4 conductors. The two bathroom doors will be inswing so we can keep the headers on the inside of the bathrooms, the main entrance door is also set up for inswing right now and will be on the hallway side of the door unless the electricians want to move the junction box above the door in the waiting room.

Add / Deduct

Deduct \$2050 per door if we do not install all three operators at the Project on Aging Office.

Lead Time: Current equipment lead time is 4-6 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Inclusions

Wave/Touchless Activation
Door operator installation.

Exclusions

120 volts AC to inside auto door header 5 amp min.
Back boxes & low voltage wiring from any control to inside auto door header.

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108570
Watauga Co Project on Aging - Auto
Operators

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Access Technologies LLC (hereinafter " Company ") document or agreed to in writing by the parties.

- 1 Payment by purchaser to the Company shall be Net 30 days from date of invoice, subject only to contract termination by the Company in the event of an adverse credit decision by the Company's Credit Department. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less.
- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
- 4 In the event of default by purchaser, purchaser agrees to pay the Company the contract price for all work completed by the Company to the date of default or cancellation as well as all of the Company's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



ALLEGION[™]

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Access Technologies
Part of the Allegion family of brands

Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC**.

Custom Quote

Quote Number: Q-108728

WWCC Western Watauga Community Center

Created For

County of Watauga North Carolina

4/4/2023

Allegion Access Technologies LLC • WWW.STANLEYACCESS.COM

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
Attn: Robert Marsh
County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

Quotation: Q-108728
WWCC Western Watauga Community
Center

Atlanta Branch
2300 West Park Place Blvd
Suite 160
Stone Mountain, GA 30087
Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

4 April, 2023

Allegion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

Product Summary Text

Net Price: USD 9,200.00

Scope of Work

Stanley will install 2 M-Force auto operators on the exterior front door and side door at the WWCC Western Watauga Community Center in Sugar Grove near Boone. Headers will be 39" wide, clear anodized finish, with wireless push plate activation. Stanley will also install 2 Magic Access auto operators on the 2 bathroom doors with wireless push plate activation. The exterior doors will be set up for power assist and power close to help with manual entry and wind loads. See add/deduct section if they do not want to install operators on the rest room doors.

Add / Deduct

Deduct \$3865 if they do not install Magic Access operators on the bathroom doors.

Lead Time: Current equipment lead time is 4-6 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Inclusions

- Push plates (Wireless).
- Radio receivers
- Door operator installation.

Exclusions

- 120 volts AC to inside auto door header 5 amp min.

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

County of Watauga North Carolina
274 Winklers Creek Road - Suite B
Boone, NC 28607
Phone: 828-264-1430
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County Maintenance
Email: robert.marsh@watgov.org

Jeff Coulter
Territory Manager

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WWCC Western Watauga Community
Center

Atlanta Branch
2300 West Park Place Blvd
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Phone: 704-500-5255
Mobile: 704-500-5255
Email: jeff.coulter@sbdinc.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Access Technologies LLC (hereinafter " Company ") document or agreed to in writing by the parties.

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- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
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- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

AGENDA ITEM 6:

MAINTENANCE MATTERS

B. Bid Award Request for Roofing of the Back Side of the Old Cove Creek Gym

MANAGER'S COMMENTS:

Mr. Marsh will request the Board award the bid to Triad Roofing in the amount of \$37,587 for an EPDM membrane roof on a section of the Old Cove Creek School gym.

Staff recommends the County award the bid for reroofing the back section of the Old Cove Creek School gym to Triad Roofing in the amount of \$37,587.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

DATE: April 20, 2023

RE: Bid Award Request

BACKGROUND

The sloped roof on the Old Cove Creek School gym was reroofed with standing seam metal panels in 2009. The metal roof has been weathertight, and it continues to be leak free and have good color.

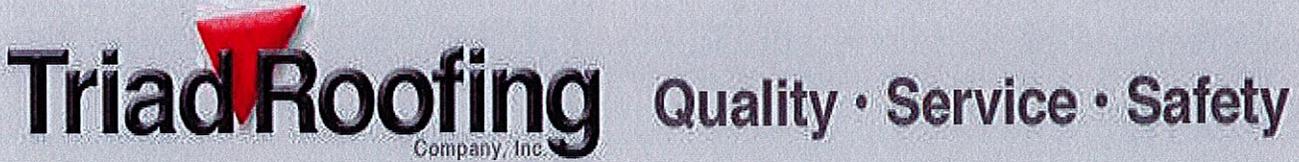
The 2009 roofing project did not address a small section of flat EPDM membrane roofing that covers the back section of the building where the old locker rooms are located. The 2,400 sf area leaks and is beyond its life expectancy. Staff has tried but only succeeded in obtaining two bids for reroofing this section of the gym.

BID SUMMARY

<u>Vendor</u>	<u>Price</u>
Conover Roofing	\$49,200
Triad Roofing	\$37,587

RECOMMENDATION

Staff recommends the County award the bid for reroofing the back section of the Old Cove Creek School gym to Triad Roofing in the amount of \$37,587. Triad recently submitted the low bid for reroofing the Health and Hunger Coalition building. They are currently mobilized and working on that project.



3920 N. Liberty Street
Winston-Salem, NC 27105

Phone: (336) 767-9087 Fax: (336) 767-3549

PROPOSAL NO. 04122023

DATE: 04/12/2023

PROJECT: Old Cove Creek Gym
LOCATION: 175 Dale Adams Rd, Sugar Grove, NC

TO: Robert

SCOPE OF PROPOSED WORK:

- 1) Remove existing roof system and wood nailers down to the existing wood deck.
- 2) Mechanically attach new treated wood nailers along the perimeter of the roof system.
- 3) Mechanically attach one layer of 2.6" Iso over the existing wood deck.
- 4) Mechanically attach tapered ISO to direct water away from the connecting building.
- 5) Mechanically attach one layer of .060 mil TPO over the installed insulation.
- 6) Flash all walls, penetrations, and details to ensure all new work is sealed watertight.
- 7) Remove all materials from our scope of work and dispose of off-site.
- 8) Provide a 2-year workmanship warranty from Triad Roofing Company, INC.
- 9) Provide a 20-year manufacturer's warranty.

EXCLUSIONS: Gutter and downspout

NOTE: If existing wood decking contains excessive water damage, we will replace the existing wood decking at a rate of **\$4.00 per square foot.**

Please note:

1. Due to the extreme volatility of certain construction materials used in bidding this project, our proposal price is only valid for **24hrs**. Our suppliers and vendors are not holding their pricing to us and therefore we cannot absorb material price increases and pricing will be determined on the date of shipping. Due to the shipping date price Triad Roofing Company, Inc. cannot absorb Force Majeure cost increases and those increased cost will be passed on to the buyer in the form of a Change Order with back up documentation of material pricing that was provided to us on the date of this proposal and updated pricing at time of shipping and a Change Order will be issued for the difference in cost plus our overhead cost.
2. Material lead times are rapidly changing in the construction industries the current approximate lead times are **12 months**. Triad Roofing Company, Inc. will not be liable for project delays due to material delays.

NC Sales Tax

For jobsites located in the State of NC, Sales Tax will be added to the quoted price unless a Capital Improvement Form E-589CI or Sales Tax Exemption Form E-595E is received back with the signed contract or proposal.

We hereby propose to complete the above Scope of Work, for the sum of: **\$37,587.00.**

Thirty Seven Thousand Five Hundred Eighty Seven and 00/..... Dollars

Payment to be made as follows:

Monthly progress payments – net 30 days

Digitally signed by
Cody Atkins
 Cody Atkins
 Date: 2023.04.12
 15:38:09 -04'00'

This proposal may be withdrawn if not accepted within 7 days.

Cody Atkins Cody@triadroofing.com

All material is guaranteed to be as proposed. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above scope of work involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal:

The above prices, scope of work and conditions are satisfactory and are hereby accepted. Triad Roofing Company, Inc. is authorized to proceed with the work as specified. Payment will be made as outlined above.

Authorized Signature

Date of Acceptance: _____

Conover Construction & Roofing, Inc.

***1168 27TH STREET DRIVE SE
HICKORY, NC 28602***

Telephone (828) 304-0103

Fax (828) 304-0191

April 26, 2022

Mr. Robert Marsh

Re: Cove Creek Gym Back Flat Roof (Roof Area – 2,400 s.f.)

We propose to furnish labor and material for this project as follows:

1. Remove the existing roof down to the wood deck and properly dispose of.
2. Furnish and install ¼" per foot tapered ISO insulation over the wood deck (minimum thickness = 2.5").
3. Furnish and install a .060 white TPO fully adhered membrane roof system.
4. Furnish and install 24 gauge prefinished steel eave strip and counter flashing (reusing the existing gutters and downspouts).
5. Furnish a standard two year roofing contractor's warranty and a 20 year labor and material membrane manufacturer's warranty.

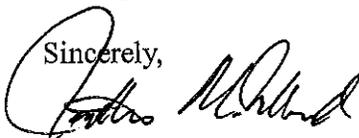
Today's price for this project is Forty Nine Thousand Two Hundred Dollars (\$49,200.00).
(ALL PRICING IS NOT GAURANTEED AND IS SUBJECT TO MATERIAL PRICING AT TIME OF SHIPMENT).

Please note #1: We will not be responsible for any conduit mounted to the bottom side of the wood deck that is damaged by fasteners from the new roof installation. Any conduit that is close to the bottom of the deck should be moved prior to our arrival to ensure there is no damage.

Please note #2: Our price does not include replacement of any deteriorated wood decking. Once we remove the roof and can see what is bad we will replace what is necessary on a time and material basis extra to the pricing above.

Please note #3: All contracts will need a cost escalation clause due to the pricing of roofing materials being at time of delivery instead of time of order.

Sincerely,



Jonathan McLelland
Vice President

AGENDA ITEM 6:**MAINTENANCE MATTERS*****C. Bid Award Request for Sports Lighting Project*****MANAGER'S COMMENTS:**

Robert Marsh, Maintenance Director, will request the Board approve a bid from Tommy Lawrence Electric in the amount of \$247,472 for replacing the sports lighting system serving Fields 4 & 5 at the Watauga County Community Recreation Center Sports Complex. Bids were solicited in 2017-2018 and the County rejected the bids due to other funding priorities at that time. However, the replacement of the lighting system needs to be accelerated due to recent failures in the old system. Currently, two infield poles are out, and it has yet to be determined if repairs are feasible.

Staff recommends the County accept the June 2021 bid from Tommy Lawrence Electric for the replacement of the existing sports lighting systems on Complex Fields 4 & 5. Mr. Lawrence has agreed to honor his 2021 bid. If approved, Mr. Lawrence will order all equipment and plan for a complete installation by July 2024. There is a long lead time for the switchgear and electrical components.

Board action is required to award the bid to Tommy Lawrence Electric in the amount of \$247,472 to replace the sports lighting system serving Fields 4 & 5 at the Watauga County Community Recreation Center Sports Complex.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

Date: April 21, 2023

RE: Bid Award Request

BACKGROUND

Maintenance staff received bids in 2017 for replacing the sports lighting system serving Fields 4 & 5 at the Watauga County Community Recreation Center Sports Complex. A bid award request was not made at that time due to a lack of funds in the FY 17-18 budget.

2017 BID SUMMARY SPORTS LIGHTING FIELDS 4&5

<u>Vendor</u>	<u>Base Bid</u>	<u>Add Alt for LED</u>	<u>Total</u>
Camp Electric	\$179,313	\$116,700	\$296,013
TP Smith Const Corp	\$222,000	\$141,000	\$363,000
Watson Electric Co.	\$206,350	\$128,400	\$334,750

In June 2021 Maintenance contacted Tommy Lawrence Electric (who had been the low bidder and was awarded the sports lighting contract for the tennis courts, basketball courts and Complex Softball Field 1, 2, and 3) for assistance in determining a reasonable budget for replacing the lighting on Fields 4 & 5. Mr. Lawrence returned with a fixed cost bid of \$247,472 for replacing all of the wooded poles with new steel poles, LED fixtures and a new service panel. No action was taken on this proposal due to lack of funding in the FY 21-22 budget.

Maintenance is requesting funding for sports lighting replacements again in FY 22-23, however, the replacement of the lighting system needs to be accelerated due to recent failures in the old system. Currently, two infield poles are out, and it has yet to be determined if repairs are feasible.

RECOMMENDATION

Staff recommends the County accept the June 2021 bid from Tommy Lawrence Electric for the replacement of the existing sports lighting systems on Complex Fields 4 & 5. Mr. Lawrence has agreed to honor his 2021 bid. If approved, Mr. Lawrence will order all equipment and plan for a complete installation by July 2024. There is a long lead time for the switchgear and electrical components.

PROPOSAL

Date: 6/28/21

Owner: Watauga County
Project: Industrial Field Lighting Replacement #1 with MH
Attn: Robert Marsh

We propose to provide new steel poles with new 1500W MH fixtures and external glare shields to light field to recreational level lighting on 200' baseball field. We will install a new 200 amp 277/480 volt 3 phase service panel for control of lights with new underground wiring. We will provide and install new step down transformer and sub panel to reconnect scorekeeper huts and bathroom building. We will provide photometric chart and electrical permit.

Material & Labor: \$ 95,730.00

Alt.1- Please add amount of \$28,006.00 to base price to utilize 630W LED fixtures in place of 1500W metal halide fixtures.

*price does not include any rock removal

*Does not include Sales and Use Tax that became effective January 1, 2017. We will need Form E589CI if this pertains to your project to wave the new tax.

TOMMY LAWRENCE ELECTRICAL CONTRACTORS, INC.

AUTHORIZED SIGNATURE:

DATE: 6/28/21

ACCEPTANCE OF PROPOSAL

SIGNATURE :

DATE:

PROPOSAL

Date: 6/28/21

Owner: Watauga County
Project: Industrial Field Lighting Replacement #2 with MH
Attn: Robert Marsh

We propose to provide new steel poles with new 1500W MH fixtures and external glare shields to light field to recreational level lighting on 200' baseball field. We will install a new 200 amp 277/480 volt 3 phase service panel for control of lights with new underground wiring. We will provide and install new step down transformer and sub panel to reconnect scorekeeper huts and bathroom building. We will provide photometric chart and electrical permit.

Material & Labor: \$ 95,730.00

Alt.1- Please add amount of \$28,006.00 to base price to utilize 630W LED fixtures in place of 1500W metal halide fixtures.

*price does not include any rock removal

*Does not include Sales and Use Tax that became effective January 1, 2017. We will need Form E589CI if this pertains to your project to wave the new tax.

TOMMY LAWRENCE ELECTRICAL CONTRACTORS, INC.

AUTHORIZED SIGNATURE:

DATE: 6/28/21

ACCEPTANCE OF PROPOSAL

SIGNATURE :

DATE:

AGENDA ITEM 7:

REQUEST TO ACCEPT HOWARD'S KNOB PARK GRANT

MANAGER'S COMMENTS:

Mr. Eric Smallwood, Parks and Recreation Director, will request the Board accept a grant from the N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) grant program for the Howard's Knob Park - Phase 1 project in the amount of \$362,109.00. AFP grants are paid on a reimbursement basis.

Board action is required to accept the grant from the N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) grant program in the amount of \$362,109.

Memo



To: Watauga County Board of Commissioners

From: Eric Smallwood, Parks and Recreation Director

cc: Deron Geouque, County Manager

Date: 4/25/2023

Re: Howard's Knob Park Grant

Watauga County has received a grant from the N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) grant program for the Howard Knob Park - Phase 1 project in the amount of **\$362,109.00**.

The first step is to execute a contract between Watauga County and the N.C. Department of Natural and Cultural Resources (DNCR). Attached is a PDF copy of the contract. Two copies need to be signed by the chief elected official and returned to the state. A representative of DNCR will then sign the contracts and return a copy of the executed contract. No work can begin on the project until we have a fully executed contract.

AFP grants are paid on a reimbursement basis. A local government must first spend its own funds on the project and then be reimbursed. The PARTF Grant Manual provides further information about accounting and grant administration and is available at www.ncparks.gov/partf under "For Grant Recipients".

STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.#

COUNTY OF WAKE

56-6001816

N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) Project Agreement

Grantee: Watauga County

**Grantee Address and Contact Information: 231 Complex Dr, Boone, NC 28607
828-264-9511 or eric.smallwood@watgov.org**

Grantee Fiscal Year End Date: June 30

Grant Award Date: March 3, 2023

Project Number: 2023-1058

Project Title: Howard Knob Park - Phase 1

Period Covered by This Agreement: 6/1/2023 to 5/31/2026

Project Scope (Description of Project): Development includes Overlook Deck, Picnic Shelter, Tranquility Garden, Accessible Paths (1300 Lin. Ft.), Signage, Site furnishings, parking (1000 Lin. Ft.), Site Preparation, Contingency

Project Costs:	AFP Grant Award Amount	<u>\$ 362,109</u>
	Local Government Match	<u>\$ 108,300</u>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Watauga County (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for the construction of new facilities or adaptation of existing facilities that meet the unique needs of children and veterans with disabilities. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), Section 14.8 of N.C. Session Law 2021-180 authorizing the Accessibility for Parks ("AFP") grant program and funding, and the AFP grant application, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The AFP grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every five dollars of funding provided by the State. To be eligible, project costs must be incurred during the

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the AFP grant award amount for the Project outlined on page 1 of this Agreement.

2. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
3. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
4. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
5. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
6. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees to maintain and manage AFP-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
10. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, Section 14.8 of N.C. Session Law 2021-180, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or AFP grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.
6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	Eric Smallwood Director of Parks and Recreation Watauga County 231 Complex Dr Boone, NC 28607 828-264-9511 eric.smallwood@watgov.org

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.

11. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

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N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Section V. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)


N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

**North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary**

By:

Department Head or
Authorized Agent
for Secretary Wilson

Title

Date

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Attachment A

Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – AFP Grant Program for Local Governments

Grantee: Watauga County

Title of Project: Howard Knob Park - Phase 1

Project Number: 2023-1058

Contract Number: 2023-1058

Amount of Grant: \$ 362,109

Amount of Match: \$ 108,3000

Contact Person for Project: Eric Smallwood

Title: Director of Parks and Recreation

Address: 231 Complex Dr, Boone, NC 28607

Telephone: 828-264-9511

Contact email address: eric.smallwood@watgov.org

Scope of Project: Development includes Overlook Deck, Picnic Shelter, Tranquility Garden, Accessible Paths (1300 Lin. Ft.), Signage, Site furnishings, parking (1000 Lin. Ft.), Site Preparation, Contingency

Length of Project: 36 months (6/1/2023 through 5/31/2026)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Watauga County grant application and supporting documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

AGENDA ITEM 8:

REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED CHANGES TO THE SIGN ORDINANCE

MANAGER’S COMMENTS:

Mr. Jason Walker, Planning and Inspections Director, will request the Board schedule a public hearing to allow citizen comment on the proposed changes to the sign ordinance. The Planning Board recommends the proposed changes for the Board’s consideration.

Board action is required to schedule a public hearing for May 16, 2023 for public comment on the proposed changes to the County’s sign ordinance.



WATAUGA COUNTY

Department of
Planning & Inspections

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Memorandum

Date: April 21, 2023
To: Deron Geouque
From: Jason Walker
Re: Sign Ordinance

On April 17, 2023, The Planning Board finished their review of the Sign Regulations and recommended the proposed changes to the Board of Commissioners for consideration and requested they schedule a public hearing. This is a history of information that I have received from Jennifer and Joe as it pertains to the sign ordinance update.

In June 2021, The Planning Board was asked by several concerned citizens to consider reviewing Watauga County's Planning & Development Ordinance Chapter 16 Sign regulations in regards to a marked increase in new billboard applications. The Planning Board started looking at possible changes including size and spacing. Due to a court case before the US Supreme Court involving sign regulations the board felt they should wait for the ruling before discussing further. In October 2021, staff put two churches in violation due to erecting signs without permits. One church had replaced their non-conforming sign with a new sign in a new location. One church had replaced two non-conforming signs with new signs in exact location of existing signs. In December 2021, one church asked the Planning Board to consider possible changes to regulations to allow their sign as the board was already reviewing regulations. In July 2022, after Supreme Court ruling, The Planning Board continued their discussion. In August 2022, the School of Government addressed the recent Supreme Court ruling which in their opinion allows for sign ordinances to distinguish between on and off premise signs. They also recommended that local governments make sure their regulations did not have contradictory sections or issues with terminology.

Revisions include increasing spacing between billboards, reducing maximum size of billboard from 300 sq.ft. to 200 sq.ft., requiring a 15-foot setback from property lines, and increasing the triangular area setback from 50 feet to 70 feet at intersections. Other revisions include rewording of some definitions, allowing temporary construction signs and prohibiting roof signs, vehicle signs and signs with obscene words or graphics and exempting directional signs allowed by NC Dept of Transportation Outdoor Advertising Manual Rule .0201(10)(a)(b)(c), political signs in accordance with NCGS 136-32 and fence wraps in accordance with NCGS 160D-908.

CHAPTER 16 SIGNS

Article I Purpose and Legislative Intent

The purpose of this chapter is to provide for the public health, safety and welfare pursuant to the general ordinance authority granted to counties by the General Assembly of North Carolina. (NCGS §153A-121 *et seq.* and other pertinent statutes and amendments thereto). By enacting this chapter, it is the County's intent to:

- (A)** To promote the creation of an attractive visual environment that promotes a healthy economy by:
 - (1)** Permitting businesses to inform, identify, and communicate effectively; and
 - (2)** Directing the general public through the use of signs while maintaining attractive and harmonious application of signs on buildings and sites.
- (B)** To protect and enhance the physical appearance of the community in a lawful manner that recognizes the rights of property owners by:
 - (1)** Encouraging the appropriate design, scale, and placement of signs.
 - (2)** Encouraging the orderly placement of signs on buildings while avoiding regulations that are so rigid and inflexible that all signs in a series are monotonously uniform.
 - (3)** Assuring that the information displayed on a sign is clearly visible, conspicuous, legible and readable so that the sign achieves the intended purpose.
- (C)** To foster public safety along public and private streets within the community by assuring that all signs are in safe and appropriate locations.
- (D)** To have administrative review procedures that is the minimum necessary to:
 - (1)** Balance the community's objectives and regulatory requirements with the reasonable advertising and way finding needs of businesses.
 - (2)** Allow for consistent enforcement of the Sign regulations.
 - (3)** Minimize the time required to review a sign application.
 - (4)** Provide flexibility as to the number and placement of signs so the regulations are more responsive to business needs while maintaining the community's standards.

Article VI Sign Review Procedures.

- (A) A sign permit shall be required for all permanent signage.
- (B) A sign permit shall be required for all temporary signage permitted under Article IV Section 6, except no permit is required for Article IV Section 6(C) and (D).
- (C) All sign permit applications shall be reviewed for compliance with these regulations and the North Carolina State Building Code within 10 business days from the time a completed application has been accepted by the Administrator.
- (D) All appeals and variances regarding the sign ordinance shall be heard by the Board of Adjustment in accordance with Watauga County's Planning & Development Ordinance Chapter 3 Board of Adjustment.

Article III Signs Permitted

Section 1. Residential Subdivisions

- ~~(A)~~ Residential Subdivision and Multi-Family Development signs shall be limited to 50 square feet.
- ~~(B)~~ Signs advertising home occupations shall be limited to 6 square feet.
- ~~(C)~~ Temporary signs shall be limited to a total of 16 square feet per parcel.

Section 2. Unzoned Commercial Areas.

- ~~(A)~~ Signs located in unzoned commercial areas shall be as described, located and designed in Article IV.
- ~~(B)~~ Temporary signs shall be limited to a total of 32 square feet per parcel.
- ~~(C)~~ Highway signs shall be as described, located and designed in Article IV Section 7.

Article III Sign Regulations

Section 1. Exempt from these Regulations.

The following shall be exempt from regulation under this Ordinance:

- (A) Government Signs.
- (B) Works of Art.
- (C) Holiday Decorations, when displayed during the appropriate time of the year.
- (D) Flags, except feather flags.
- (E) Building markers. Building Identification Signs

- (F) Directional sign as defined in the NC Dept of Transportation Outdoor Advertising Manual Rule .0201(10)(a)(b)(c) and less than 6 feet above finished grade.
- (G) Political signs in accordance with NCGS §136-32.
- (H) Fence Wraps in accordance with NCGS §160D-908.

Section 2. Prohibited Signs.

The following signs are prohibited in the County:

- (A) Abandoned Signs.
- (B) Animated Signs.
- (C) Roof Signs.
- (D) Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals.
- (E) Signs located on trees, utility poles, public benches or any other form of public property or within any public right-of-way unless explicitly permitted by the regulations.
- (F) Off-Premises temporary signs, other than those explicitly permitted by [Article IV Section 6](#).
- (G) Any signs placed on public property without consent or placed in violation of local, state, or federal requirements.
- (H) Signs containing words or graphics that are obscene as defined by NCGS §14-190.1.
- (I) Vehicle Signs.

Article IV Development Standards

Section 1. Wall Signs.

- (A) The basic allowance for wall signs shall be limited to 1.5 square feet of sign area for each lineal foot of building or tenant frontage.
- (B) Each tenant may have multiple wall signs as long as the total wall sign area does not exceed the basic allowance established for wall signs.
- (C) The wall sign or signs shall not be greater than 80% of the length of the tenant space or the length of the building frontage for single tenant buildings.
- (D) The area of any wall sign may be increased by 25% when the building is setback at least 200 feet from the public right-of-way.
- (E) Additional wall sign area is permitted for a secondary frontage (see Definitions) which shall be equal to 100% of the primary sign area allowance.
- (F) The following additional wall signs may be permitted:

- (1) Projecting Signs - In addition to the allowances for wall signs, projecting signs are permitted when designed and placed for the purpose of identifying the businesses for a pedestrian walking along the same side of the street as the business they seek or under a continuous rain canopy projecting from the building. Projecting signs shall have a maximum area of 16 square feet; the bottom of the sign shall be a minimum of 8 feet above the sidewalk; the sign shall not project more than 4 feet from the wall; and adjacent projecting signs shall not be closer than 20 feet.
- (2) Building Directory – In addition to the allowances for wall signs, a directory sign may be permitted up to a maximum of 16 square feet for the purpose of identifying first floor tenants that do not have outside building frontage or upper floor tenants.
- (G) Additional Wall Signs for Multiple Story Buildings – An additional building sign is permitted on each of the building’s primary and secondary frontages according to the following:
 - (1) For a building with two floors, the area of any wall sign may be increased by 25% for each eligible wall.
 - (2) This additional permitted sign area may be increased by 10% for each additional building floor.
 - (3) The sign must be placed at the height for which the bonus has been granted.

Section 2. Freestanding signs.

- (A) One freestanding sign is permitted for each 200 feet of primary road frontage with a maximum of 3 freestanding signs per parcel.
- (B) The permitted area of each freestanding sign shall not exceed 50 square feet except for: Properties entitled to more than one freestanding sign based on primary frontage. In this instance the sign area of a single sign may be increased to a maximum area of 100 or 150 square feet in lieu of erecting a second or third sign.
- (C) No portion of a freestanding sign shall be in, or project over, the public right-of-way.
- (D) The maximum height of a freestanding sign shall be 35 feet in height above the road grade or natural grade level, whichever is higher.

Section 3. On-Premise Electronic Message Center/Changeable Copy Signs.

- (A) Changeable copy by non-electronic means may be utilized on any permitted sign.
- (B) Only one EMC sign is permitted on each road on which the development fronts.

- (C) EMCs may not contain or display flashing, intermittent, or moving lights, including animated or scrolling advertising.
- (D) EMCs are permitted provided that the copy does not change more than once every 8 seconds.
- (E) Copy changes must be accomplished within a one second interval.
- (F) EMCs are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.
- (G) EMCs may not exceed 50% of the total sign area permitted.

Section 4. Instructional signs.

On-premises instructional or ~~“way-finding”~~ signs shall be permitted in addition to all other signs when they are of such size and location that satisfy the intended instructional or ~~way-finding~~ purpose and based on their size, location, and intended purpose will not constitute additional advertising. Instructional signs may include the name of the establishment and logos.

Section 5. Window Signs.

Permanent window signs shall not exceed 25% of the area of a window and the total area of all window signs, including both permanent and temporary, shall not exceed 50% of the window area.

Section 6. Temporary Signs.

- (A) ~~In addition to the signs permitted in [Article III](#),~~ Temporary signs related to Special Events are allowed on private property for a time period not to exceed 30 days. Such signs are permitted on and off-premises.
- (B) ~~In addition to the signs permitted in [Article III](#),~~ Temporary signs related to a single event for commercial enterprises are allowed on private property for a time period not to exceed 30 days, with a limit of 4 events per calendar year. Such signs are permitted on-premises only.
- (C) Temporary Political signs containing any message are allowed on private property during an election period subject to the area limitations stated herein. An election period begins on the 30th day before the beginning date of one-stop early voting and ends ten days after any election conducted under federal, state, county, or city laws or ordinances in which residents of Watauga are entitled to vote, including elections or votes regarding selection or recall of any federal, state, county or city officials, any ballot questions, referendum, constitutional amendments, or advisory vote.

- (D) Temporary signs located on property offered for sale or lease are allowed for time periods exceeding those listed herein provided such signs are promptly removed following the sale or lease closing date. All signs are subject to the area limitations stated in this Section.
- (E) Temporary construction signs located on property for which a building permit has been issued may remain throughout construction but shall be removed upon issuance of certificate of occupancy. There shall be no more than one (1) sign per construction site.
- (F) Temporary directional signs are allowed off-premises for a time period not to exceed 60 days as a navigational aid to a ~~specific destination~~ special event.
- (G) Temporary sign(s) located in residential subdivisions may not exceed a total area of 16 square feet per parcel.
- (H) Temporary sign(s) located in ~~unzoned commercial areas~~ areas other than residential subdivisions may not exceed a total area of 32 square feet per parcel.
- (I) No temporary signs may be illuminated.
- (J) All temporary signs must be secured to prevent them from becoming a hazard to pedestrians, vehicles or adjacent property during high winds.

Section 7. Highway Signs.

- (A) Highway signs shall not exceed ~~300~~ 200 square feet in area. This square footage includes both sign face and border.
- (B) Highway signs shall:
 - (1) Be located outside the right-of-way of all roads, or 35 feet from the center line if there is no recorded right-of-way, provided that on corner lots no part of a highway sign may be located within a triangular area formed by the street right-of-way lines and a line connecting them at points ~~50~~ 70 feet from the right-of-way intersection.
 - (2) Be located only in "Unzoned Commercial Areas" as defined in the North Carolina DOT Outdoor Advertising Manual ~~and spaced as set forth in said manual except that new "side-by-side" signs shall be prohibited.~~ Highway signs shall be spaced at least 500 feet apart. Both sides of the road shall be included in this spacing. This paragraph shall be applicable on all streets/roads in Watauga County which are not within the jurisdiction of a municipality.
 - (3) Be located not closer than 100 feet to a pre-existing residential structure on an adjoining lot. This does not prevent the owner of a residence from placing a highway sign on the same lot as

the residence provided that the placement of such sign complies with subparagraph "b" above.

- (4) Be located not closer than 15 feet to a property line.
- (5) Not exceed 35 feet in height above the street/road grade level.
- (6) Not exceed a width of 30 feet.
- (7) Be located in such a way that they maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the National Electric Code and local electric utilities' requirements.
- (8) Be located only on primary highway systems (i.e. 105, 221, 321, and 421) with evidence of NCDOT approval.
- (9) Not be located on designated scenic byways.
- (C) No existing highway sign may be converted to, or replaced with, a EMC billboard.
- (D) No new locations for EMC automatic changeable face billboards shall be permitted.
- (E) Side-by-side signs shall be prohibited.
- (F) Only one highway sign shall be permitted per parcel.

Article H V Measurement Standards

Section 1. Determining Sign Area and Dimensions.

- (A) For a wall sign which is framed, outlined, painted or otherwise prepared and intended to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.
- (B) For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not part of the architecture of the building.
- (C) When separate elements are organized to form a single sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements.
- (D) Minor appendages to a particular regular shape, as determined by the Ordinance Administrator, shall not be included in the total area of a sign.

- (E) For a freestanding sign, the sign area shall include the frame, if any, but shall not include:
 - (1) A pole or other structural support unless such pole or structural support is internally illuminated or otherwise so designed to constitute a display device, or a part of a display device.
 - (2) Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, and which may consist of landscaping, building or structural forms complementing the site in general.
- (F) When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces. When the sign has more than two display surfaces, the area of the sign shall be the area of largest display surfaces that are visible from any single direction.
- (G) In the event of a dispute in determining the area or dimensions of any sign, a negative decision of the **Ordinance** Administrator may be appealed to the Board of Adjustment.

Section 2. Determining Sign Height.

- (A) The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign. A freestanding sign on a man-made base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.
- (B) Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.

Section 3. Determining Building Frontages and Frontage Lengths.

- (A) Building Unit - The building unit is equivalent to the tenant space. The frontage of the tenant space on the first floor shall be the basis for determining the permissible sign area for wall signs.
- (B) Primary and Secondary Frontage - The frontage of any building unit shall include the elevation(s) facing a public street, facing a primary parking area for the building or tenants, or containing the public entrance(s) to the building or building units.
 - (1) The primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units.
 - (2) The secondary frontage shall include those frontages containing secondary public entrances to the building or building units, and all building walls facing a public street or

primary parking area that are not designated as the primary building frontage by subsection (A) above.

Section 4 . Length of Building Frontage.

- (A) The length of any primary or secondary building frontage as defined in Watauga County's Planning & Development Ordinance [Chapter 7](#) Definitions, shall be the sum of all wall lengths parallel, or nearly parallel, to such frontage, excluding any such wall length determined by the Administrator as clearly unrelated to the frontage criteria.
- (B) For buildings with two or more frontages, the length of the wall and allowable sign area shall be calculated separately for each such building frontage.
- (C) The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

Article V VI Non-Conforming Signs

Section 1. General Provisions.

- (A) Nonconforming signs shall be maintained in good condition pursuant to Article VII.
- (B) A Nonconforming sign shall not be altered, modified or reconstructed except:
 - (1) When such alteration, modification or reconstruction would bring such sign into conformity with these regulations;
 - (2) When the existing use has new ownership which results in a change in the name or logo of the use or business on the property, and such change complies with subsection (4) below;
 - (3) When the space is re-occupied by a similar use and the new occupant requires no external building or site renovation, and such change complies with subsection (4) below;
 - (4) Any alteration, modification or reconstruction permitted in this section shall be limited to the replacement of a sign panel, replacing individual letters and logos within the same area or repainting a sign face, and does not permit changes to the structure, framing, erection or relocation of the sign unless such changes conform to subsection (1) above.
- (C) Nonconforming highway signs for which there is in effect a valid NCDOT permit may be repaired or reconstructed without limitation so long as the square footage of the sign face is not increased.
- (D) A nonconforming sign shall be removed upon verification that the use to which such non-conforming sign refers has been abandoned for more than 180 consecutive days.

Article VII Supplemental Considerations

Section 1. Construction Standards.

The construction, erection, safety and maintenance of all signs shall comply with the North Carolina State Building Code and all of the following:

- (A) Signs shall be structurally sound and located so as to pose no reasonable threat to pedestrian or vehicular traffic.
- (B) All permanent freestanding signs shall have self-supporting structures erected on, or permanently attached to, concrete foundations.
- (C) If possible, signs should not be in locations that obscure architectural features such as pilasters, arches, windows, cornices, etc.
- (D) Signs shall not be in locations that interfere with safe vehicular and pedestrian circulation or public safety signals and signs.
- (E) No signs shall be erected, constructed or maintained so as to obstruct any fire escape, required exit, window, or door opening used as a means of egress.
- (F) Signs shall be structurally designed in compliance with ANSI and ASCI standards. All electric signs shall be constructed according to the technical standards of UL or other certified testing laboratory.
- (G) Signs may be illuminated – by external or internal means -- provided that:
 - (1) The brightness and intensity shall not be greater than necessary to meet reasonable needs of the business or use served;
 - (2) Light sources shall be shielded from all adjacent buildings and streets; and
 - (3) The lighting shall not create excessive glare to pedestrians and/or motorists, and will not obstruct traffic control or any other public informational signs.

Section 2. Maintenance.

- (A) All signs shall be maintained in accordance with the following:
- (B) The property owner shall maintain signs in a condition appropriate to the intended use and to all County standards.
- (C) The property owner has a continuing obligation to comply with all building code requirements.
- (D) If the sign is deemed by the **Ordinance** Administrator to be in an unsafe condition, the owner of the business shall be immediately notified in writing, and shall, within 48 hours of receipt of such notification, respond to the county with a plan to correct the unsafe condition, remove the unsafe sign, or cause it to be removed. If after 30 days, the unsafe condition has not been corrected through repair

or removal, the **Ordinance** Administrator may cause the repair or removal of such sign, at the expense of the property owner or lessee. If the total costs are not paid in full within 60 days of the repairs or removal, the amount owed shall be certified as an assessment against the property of the sign owner, and lien upon that property, together with an additional 10 percent penalty for collection as prescribed for unpaid real estate taxes.

- (E) In cases of emergency, the **Ordinance** Administrator may cause the immediate removal of a dangerous or defective sign without notice.
- (F) Whenever any sign, either conforming or nonconforming to these regulations, is required to be removed for the purpose of repair, re-lettering or repainting, the same may be done without a permit or without any payment of fees provided that all of the following conditions are met:
 - (1) There is no alteration or remodeling to the structure or the mounting of the sign itself;
 - (2) There is no enlargement or increase in any of the dimensions of the sign or its structure; and
 - (3) The sign is accessory to a legally permitted or nonconforming use.

Article VIII Jurisdiction

The provisions of this chapter shall be applicable only to unincorporated areas of Watauga County which are not included in the extraterritorial jurisdiction of a municipality. The Valle Crucis Historic District and Foscoe-Grandfather Community have additional regulations concerning allowable signage.

Definitions (Chapter 7)

*(*note- only the definitions related to signs are below)*

Abandoned Sign. A sign which for a period of at least 180 consecutive days or longer no longer advertises or identifies a legal business establishment, product or activity.

Alteration. Any change in copy, color, size or shape, which changes appearance of a sign, or a change in position, location, construction or supporting structure of a sign, except that a copy change on a sign is not an alteration.

Animated Sign. A sign which has any visible moving part, flashing or osculating lights, visible mechanical movement of any description, or other

apparent visible movement achieved by any means that move, change, flash, osculate or visibly alters in appearance in a manner that is not permitted by these regulations.

Area of Sign. Refer to measurement standards in **Article II Section 1 Section 1.**

Art. An aesthetic physical item or artistic creation.

Attraction or Reader Board. Any sign having changeable copy for the purpose of advertising events, sales, services or products provided on the site.

Automatic Changeable Facing Billboard. A sign, display, or device which changes the message or copy on the sign facing electronically by movement or rotation of panels or slats.

Awning. A shelter extending from the exterior wall of a building and composed of non-rigid materials except for the supporting framework.

Awning Sign. Any permanent sign painted on or attached to or supported by an awning.

Balloon Sign. A temporary lighter-than-air gas-filled balloon, tethered in a fixed location that has a sign with a message on its surface or attached in any manner to the balloon.

Banner Sign. A temporary, lightweight sign that contains a message which is attached or imprinted on a flexible surface that deforms under light pressure and that is typically constricted of non-durable materials, including, but not limited to, cardboard, cloth and/or plastic.

Billboard. A sign structure and/or sign utilized to display a commercial message or provide commercial advertising for an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign and/or sign structure is located.

Building Identification Sign. A permanent sign containing the name or address of a building and may include hours of operation and emergency information, such sign being located on the same site as the structure.

Canopy. A freestanding permanent roof-like shelter not attached to or requiring support from an adjacent structure.

Canopy Sign. Any permanent sign attached to or constructed underneath a canopy. These signs are below a projecting structure which extends over the pedestrian walkway which effectively prevents the wall signs for being visible to the pedestrian walking under the canopy. **See Also Projecting Sign.**

Construction Sign. A temporary sign identifying the persons, firms or business directly connected with a construction project.

Electronic Message Center / Changeable Copy Sign. A permanent sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means (for example, time and temperature units), or manually through placement of letters or symbols on a panel mounted in or on a track system.

Feather Flag. A piece of cloth or similar material, typically elongated, oblong, and/or with a curved top or bottom edge, which is attached by two edges or one long, curving edge to a pole, and resembles a feather in shape. Generally, the sign is self-supporting (not attached to a building) and/or stuck into the ground in a temporary fashion, the flag is attached by a sleeve (and not by grommets or rope), and the entire sign is temporary in nature.

Freestanding Sign. Any permanent sign which is affixed in or upon the ground, supported by one or more structural members, with air space between the ground and the sign face.

Footcandle. A measure of illumination on a surface that is one foot from a uniform source of light of one candle and equal to one lumen per square foot.

Governmental Sign. A sign erected and maintained pursuant to and in discharge of any governmental functions, or required by law, ordinance or other governmental regulation.

Grade. The level of the site at the property line located at the closest distance to the sign.

Height of Sign. Refer to measurement standards in **Article II Section 2 Section 101.**

Highway Sign. A sign directing attention to a business, commodity, service or entertainment which is conducted, sold or offered on premises other than the premises upon which the sign is located.

Holiday Decorations. Signs or displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

Illegal Sign. Any sign placed without proper approval or permits as required by this Ordinance at the time of sign placement. Illegal sign shall also mean any sign placed contrary to the terms or time limits of any permit and any nonconforming sign which has not been brought into compliance with any applicable provisions of this Ordinance.

Illuminated Sign. A permanent sign for which an artificial source of light is used in order to make readable the sign's message, including internally and externally lighted signs and reflectorized, glowing or radiating signs.

Instructional Signs. A permanent sign clearly intended for instructional purposes, as determined by the **Ordinance** Administrator, shall not be included in the permitted sum of the sign area of identification wall signs, provided such sign(s) shall contain the minimum information and the minimum area necessary to convey the message and instruct the viewer in the safe and efficient use of the facility.

~~is not larger than necessary to serve the intended instructional purpose, and such sign is not in a location, nor includes design characteristics, that constitute or serve the purposes of an identification sign.~~

Length of Building Frontage. The measurement purposes, the length of any primary or secondary frontage as defined in Section 101, shall be the sum of all wall lengths parallel, or nearly parallel, to such frontage, excluding any such wall length determined by the Administrator or Planning Commission as clearly unrelated to the frontage criteria. For buildings with two or more frontages, the length and allowable sign area shall be calculated separately for each such frontage. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

Logo, Logogram, or Logotype. An emblem, letter, character, pictograph, trademark, or symbol used to represent any firm, organization, entity, or product.

Marquee. A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material which may or may not project over a public right-of-way.

Marquee Sign. A permanent sign painted on or attached to or supported by a marquee.

Mural. A picture on an exterior surface of a structure. A mural is a sign only if it is related by language, logo, or pictorial depiction to the advertisement of any product or service or the identification of any business.

Multi-Family Development. Three or more dwelling units intended for residential occupancy contained within one building or a Planned Unit Development.

Neon Sign. A sign with tubing that is internally illuminated by neon or other electrically charged gas.

Nonconforming Sign. A sign which was validly installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this Ordinance.

Off-Premises Sign. Any sign normally used for promoting an interest other than that of a business, individual, products, or service available on the premises where the sign is located.

On-Premises Sign. Any sign used for promoting a business, individual, product or service available on the premises where the sign is located.

Sign, Political. A sign promoting or publicizing a candidate/candidates for election or signs related to issues on a ballot.

Primary and Secondary Frontage. The frontage of any building or site shall include the elevation(s) facing a public street, facing a primary parking area for the building or tenants, or containing the public entrance(s) to the building or building units. For multi-tenant buildings, the portion of such building that is owned, or leased by a single tenant, shall be considered a building unit. The primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units. The secondary frontage shall include frontages containing secondary public entrances to the building or building units, and all walls facing a public street or primary parking area not designated as the primary frontage.

Projecting Sign. A permanent sign which projects from and is supported by a wall or parapet of a building with the display surface of the sign in a plane perpendicular to or approximately perpendicular to the wall. See also Canopy sign.

Residential Subdivisions. A collection of land parcels designated and platted (mapped) exclusively for residential development.

Revolving or Rotating Sign. An Animated Sign.

Roof Sign. Any sign erected upon a roof, parapet, or roof-mounted equipment structure and extending above a roof, parapet, or roof-mounted equipment structure of a building or structure.

Sign. Any name, figure, character, outline, display, announcement, or device, or structure supporting the same, or any other device of similar nature designed to attract attention outdoors, and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof. A sign shall not include any architectural or landscape features that may also attract attention.

Sign Face. An exterior display surface of a sign including nonstructural trim exclusive of the supporting structure.

Sign Permit. A permit issued by the ~~land-use~~ ordinance administrator that authorizes the recipient to erect, move, enlarge, or substantially alter a sign.

Site. All the contiguous ground area legally assembled into one development location or individual lot defined as a permanent parcel (lot of record), multiple lots of record, or a portion of a lot of record.

Special Event Sign. A temporary sign advertising or pertaining to any annual or seasonal event of interest to, open to, or available to, the general public.

Temporary Directional Sign. A temporary sign, not exceeding 4 square feet, used as a navigational aid to direct motorists to specific destination(s) for a single purpose or event open to the public.

Temporary Sign. A sign utilized for a limited time which is not permanently anchored or secured to a building or the ground and may be easily moved from one location to another. Examples include air-activated motion signs, balloon signs, banner signs, yard signs, feather flag signs, portable message center signs, snipe signs, and sidewalk signs.

Unzoned Commercial Area. A site outside of municipal and county zoning jurisdiction which is within 660 feet of the nearest edge of the primary highway right of way and is actually used for commercial or industrial purposes that meets all requirements of NCDOT Administrative Code 2E.0203(5).

Vehicle Sign. ~~A sign permanently or temporarily attached to or placed on a vehicle or trailer.~~ A sign attached to, painted on or mounted on a parked vehicle or trailer in a location not normally used in the daily activity of the business, with the sign visible from a public location so as to act as a sign for the advertisement of products or direction to a business or activity.

Wall Sign. A sign permanently attached to or painted on the wall of a building or structure in a plane parallel or approximately parallel to the plane of said wall.

Window, Area of. The area of a single window includes all of the window panes in an area that is separated by mullions, muntins, or other dividers which are less than 3 inches wide.

Window Sign. A sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is intended to be viewable from the exterior (beyond the sidewalk immediately adjacent to the window), including signs located inside a building but visible primarily from the outside of the building.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2024 Capital Improvement Plan (CIP)

MANAGER’S COMMENTS:

The County Manager will present the FY 2023-2024 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions. A link to the FY 2023-2024 CIP and Budget documents will be provided on the day of the meeting.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Presentation of the Manager's FY 2024 Recommended Budget

MANAGER'S COMMENTS:

The Manager will present his recommended FY 2024 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled on Thursday, May 4, 2023, beginning at 12:00 P.M. and Friday, May 5, 2023 at 9:00 A.M.

The recommended Budget will be available for public inspection on the County's website and at the County Manager's Office.

A public hearing will be held on May 16, 2023, at 5:30 P.M. to allow citizen comment on the proposed budget.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed Resolution to Apply for Rural Transformation Grant

MANAGER’S COMMENTS:

As part of the Rural Transformation Grant that the Board recently gave authorization to submit, requires the attached resolution be adopted by the Board.

Board action is required to adopt the resolution as presented.

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

RESOLUTION TO APPLY FOR RURAL TRANSFORMATION GRANT

WHEREAS, there is an extreme shortage of affordable and workforce housing in Watauga County, and

WHEREAS, Watauga County owns an approximately 16 acre tract of land on Brookshire Road that the Board of Commissioners is exploring the feasibility of constructing a housing project upon, and

WHEREAS, the subject tract is on a public transportation route, is adjacent to public water and sewer infrastructure, and is near a grocery store and pharmacy, and

WHEREAS, preliminary engineering is needed to fully assess and subsequently offer the tract for affordable or workforce housing development, and such engineering has never been undertaken, and

WHEREAS, The North Carolina Department of Commerce, Rural Economic Development Division is accepting applications for Rural Transformation Grants that may be used for “local government activities that support the development of new affordable housing”, due May 3, 2023.

NOW THEREFORE BE IT RESOLVED that Watauga County will submit an application for Rural Transformation Grant funding to pay for preliminary engineering for a housing project on the Brookshire Road property. **BE IT FURTHER RESOLVED** that if the grant is awarded, the County will administer the funds in accordance with all applicable State and Federal regulations, restrictions, and requirements.

ADOPTED this the 2nd day of May, 2023.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Proposed Amendments to the Interlocal Agreement for the Appalachian Regional Library System

MANAGER'S COMMENTS:

The Appalachian Regional Library is requesting the Board approve the attached amendment to the Ashe, Watauga, and Wilkes Interlocal Agreement. The amendment allows the use of a substitute to the Regional Board from a County Library Advisory Board when a regular regional board member is absent.

Board action is required to adopt the amendment to the Ashe, Watauga, and Wilkes Interlocal Agreement.



March 27, 2023

To: Watauga County Board of Commissioners

RE: Amendment to the Interlocal Agreement for the Appalachian Regional Library System

Dear Watauga County Board of Commissioners:

The Appalachian Regional Library board approved the attached amendment at its regularly scheduled meeting on March 16, 2023. Please review and approve the attached paragraph regarding the use of a substitute to the regional board from a county library advisory board when a regular regional board member is absent.

If you should approve this amendment, please sign the three copies of the amendment and return them to the ARL representative at your meeting.

Best,

Karen Moll
Secretary, Appalachian Regional Library

Attachment

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA
AMENDMENT TO INTERLOCAL AGREEMENT
FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter “Amendment”) is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the Counties of Ashe, Watauga, and Wilkes, through their respective Boards of Commissioners, approved an Interlocal Agreement for the Appalachian Regional Library System with an effective date of June 1, 2022 (hereinafter the “2022 Interlocal Agreement”); and

WHEREAS, said Counties now wish to amend the same as hereinafter set forth;

NOW, THEREFORE, the parties hereto, acting through their respective Boards of Commissioners under the authority of NCGS §153A-270 and Chapter 160A, Article 20, Part 1, do hereby agree as follows:

SECTION III. of the 2022 Interlocal Agreement, “**Board of Trustees**,” subsection B., “Membership,” is amended by adding a new paragraph 6 to read as follows:

- 6. In the event an ARLB member is unable to attend a meeting of the ARLB, the chair of the local library board for the county from which said ARLB member was appointed may designate a substitute member to attend such meeting. The substitute member shall be a member of that county’s local library board and shall have all of the rights and privileges of an ARLB member while serving as a substitute member at such meeting. The chair of a local library board, upon designating a substitute member for an ARLB meeting under this paragraph 6, shall notify the chair of the ARLB of such designation as far in advance of said meeting as is practicable. If the chair of the ARLB is the one for whom the substitute member is designated, the chair of the local library board shall notify either the ARLB vice chair or the ARL Director.

IN WITNESS WHEREOF, this Amendment has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

WATAUGA COUNTY:

Attest:

Anita J. Fogle, Clerk to the Board

By: _____
Larry Turnbow, Chairman
Watauga County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE
Watauga County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Watauga County for ARL.

By: _____
Samantha Jones, Finance Director, Watauga County

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS***E. Boards and Commissions***MANAGER'S COMMENTS:***Workforce Development Board*

Ms. Misty Bishop-Price, Director of High Country Council of Governments Workforce Development Board, has requested the reappointment of Ms. Tara Brossa for a two-year term ending on June 30, 2025.

Nursing Home Community Advisory Committee

Pat Coley has resigned from the Nursing Home Community Advisory Committee. This position requires Board approval to officially remove Ms. Coley from the Committee. A replacement has not been recommended at this time.

Economic Development Commission (EDC)

EDC at-large appointee, Dan Meyer, will be moving out of the County and, therefore, his seat will need to be filled. Mr. Joe Furman, Director of Economic Development with the Boone Area Chamber of Commerce, contacted two former EDC members who applied for reappointment in January 2023. Both Kelly Coffey and Virginia Wallace are willing to be appointed.

All of the above are first readings.

Jeff Dreyer, Chair
Edward Hinson, Vice-Chair

468 New Market Blvd., Boone, NC 28607
Phone: 828-265-5434 Fax: 828-265-5439
www.highcountrywdb.com

To: Anita Fogle, Clerk to Watauga County Board of Commissioners;
Commissioner Turnbow, High Country WDB Consortium Member

From: Misty Bishop-Price, Director

Date: March 17, 2023

Subject: Private Sector Seat on High Country WDB

Please note that your private sector seat currently filled by Tara Brossa will be expiring June 30th, 2023. Should you wish, Tara may be reappointed for an additional two-year term or a new appointment can be made. Tara has expressed interest in continuing in this role and has been a very engaged member and we welcome the opportunity for her continued service on the Workforce Development Board.

Members typically serve two-year, staggering terms and can be re-appointed. Private sector members should serve in leadership roles in their organization (for example: hiring or policy authority/owner/officer).

Board Member Seats	Name	Term Period
Private Sector	Tara Brossa Hampton Inn & Suites	Term Ends 6/30/23: wishes to continue
Private Sector	Jessica Auten Courtyard by Marriott	Term Ends 6/30/24

The WDB typically meets every other month on the second Thursday at 2:30pm. The next regular meeting is scheduled for May 11th, 2023.

Thank you for your support of workforce development in the region and ensuring that Watauga has full representation on the WDB. Please feel free to contact me should you need any additional information.

Volunteer Application
Watauga County Boards And Commissions

050223 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: Kelly Coffey
Home Address: 385 Hodges Miller Road
City: Blowing Rock Zip: 28605
Telephone: (H) 828-406-5104 (W) 828-265-5434 ext. 114 (Fax) 828-265-5439
Email: kelly@theravenrocks.com
Place of Employment: High Country Council Of Governments
Job Title: Senior Planner

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 checked="" 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 checked="" 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 | Ethnic Background | |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input checked="" 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. Economic Development Commission

2.

3.

Volunteer Application
Watauga County Boards And Commissions
(Continued)

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

Work
Experience:

I have worked as a planner with High Country Council of Governments for 24 years. Much of this job is related to economic development, as we assist local governments with projects that create or retain jobs. I have been involved with a wide variety of economic development projects ranging from conventional manufacturing (e.g. GE Aviation, Altec, Tyson) to arts & crafts to agriculture. I've had much interaction with EDCs and know most of the directors in our region well. I communicate regularly with state & federal agencies that fund economic development projects (e.g. Appalachian Regional Commission, US Dept of Commerce Economic Development Administration, NC Dept of Commerce) & have long-established relationships with their representatives. Much of my day-to-day work involves grant writing or administration, and our agency has also compiled economic development plans for several counties.

Volunteer
Experience:

I was one of the founding board members of Blue Ridge Conservancy, serving on the board for 20 years, including several years as president & vice-president. I recently rotated off, but I'm still active on a committee, which I chaired for a number of years. Early on, our priorities included the preservation of "working" landscapes; i.e. not locking land up in a preserve, but protecting it while still allowing economic activity, such as farming or timbering. Such a philosophy is shared by the Blue Ridge Resource Conservation & Development Council, an entirely separate organization where I've served on the Council for about 15 years. As the name implies, the organization strives to implement conservation-based economic development.

Other
Experience:

I worked in retail businesses for 11 years while in school and a few years afterwards. In addition, I think I could bring an agricultural perspective to the EDC that might not be presently represented based on my experience as a farmer, as chair of the Farmland Preservation Advisory Board, and my work on agricultural economic development projects in other counties. I assisted Wilkes County with a cattle genetic improvement project and developed a farmland preservation plan for Ashe County. I'm currently helping Ashe County secure funding for a livestock sales facility. Other agricultural economic development projects where I've been involved include a farmers market and two food hubs.

Other
Comments:

I think it's important for economic development to be sustainable; an overused word but one that is still descriptive of an economy that preserves the environment and enhances our quality of life. It's especially critical in Watauga County, where the environment and quality of life underlie much economic activity. Traditional economic development approaches still work to some degree, but I would be open to innovative projects and unconventional ideas.

Signature: 

Date: 11-21-22

Print Form

Reset Form

Volunteer Application
Watauga County Boards And Commissions

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: Virginia Lee Wallace
Home Address: 797 Possum Hollow Rd.
City: Blowing Rock Zip: 28605
Telephone: (H) 615.945.6724 (W) 828.262.7929 (Fax) _____
Email: wallacevl2@appstate.edu
Place of Employment: Appalachian State University
Job Title: Development Officer - Walker College of Business

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

- | | | |
|---|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input checked="" 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. Economic Development Commission
2. _____
3. _____

Volunteer Application
Watauga County Boards And Commissions
(Continued)

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

Work
Experience:

I worked for the Town of Boone's Cultural Resources department as the Downtown Coordinator from 2012 to 2017, and I have worked in development at Appalachian State since 2017. Currently, I am a development officer for the Walker College of Business at Appalachian.

Volunteer
Experience:

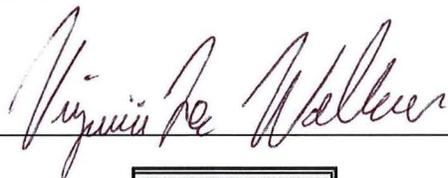
Board appointments:
Appalachian State Staff Senator 2020 - 2022
Appalachian Theater of the High Country 2013 - 2017, ex officio
Children's Playhouse 2014 - 2016, treasurer
Downtown Boone Development Association 2012 - 2017, director
Watauga County Economic Development Commission, member 2021 - present
Watauga Historical Society 2016 - 2018
Watauga Women in Leadership 2018 - 2019

Other
Experience:

UNC Chapel Hill School of Government, Development Finance Toolkit Course – September 2015
Watauga Leadership Challenge – Class of 2014

Other
Comments:

Signature:



Date:

11/21/22

Print Form

Reset Form

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. Announcements

MANAGER’S COMMENTS:

The following Special Meetings will be held in May 2023:

- May 4 Budget Work Session beginning at 12:00 P.M. in the Commissioners Board Room
- May 5 Budget Work Session beginning at 9:00 A.M. in the Commissioner Board Room
- May 25 Live Zoom Ethics Training from 10:00 A.M. to 12:00 P.M. in the Commissioners Conference Room

A Public Hearing to allow for citizen comment on the Proposed Budget will be held on Tuesday, May 16, 2023, at 5:30 P.M. in the Commissioners Board Room.

Ethics for Elected Officials

Join us for a live, online training via Zoom on May 25, 2023 from 10:00 am-12:00 pm.

Under North Carolina law, members of governing boards of cities, counties, local boards of education, unified governments, sanitary districts, and consolidated city-counties are required to receive at least two (2) clock hours of ethics training within twelve months after each election or appointment to office. The ethics training requirement is an ongoing obligation, triggered by each subsequent re-election or reappointment to office.

Pricing Details Below

Single Participant- \$75

2-4 Participants from the same jurisdiction* - \$150

5+ Participants from the same jurisdiction* - \$225

**You must register each individual in the same transaction.*

This online training will satisfy the 2 clock hours of local ethics training required by state law for elected and appointed officials. This training **MUST** be completed within 12 months of election day and is required every time they are re-elected or appointed and reappointed to a local office.

Board notice of a public meeting:

Boards are advised to give public notice of a special meeting for ethics training sessions if a majority of the board might be in attendance at the event. This is in keeping with the spirit of the ethics law, and out of an abundance of caution concerning the legal requirements for board meetings.

AGENDA ITEM 10:

BREAK

AGENDA ITEM 11:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)