

TENTATIVE AGENDA AND MEETING NOTICE

WATAUGA COUNTY BOARD OF COMMISSIONERS



Tuesday, May 19, 2026 at 5:30 PM



Watauga County Administration
Building, Commissioners' Board Room

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	Call Regular Meeting to Order		
	2	Approval of Minutes - May 5, 2026, Regular Meeting - May 5, 2026, Closed Session		3
	3	Approval of the May 19, 2026, Agenda		10
5:35	4	Public Comment Limited to a maximum of one hour, with time adjusted based on the number of speakers.	Chairman Braxton Eggers	11
5:40	5	Public Hearing to Allow Citizen Comment on the FY 2027 Proposed Budget	Chairman Braxton Eggers	12
5:45	6	Proposed Renewal of ASU Greenhouse Lease	Ms. Melody Pineda	14
5:50	7	Maintenance Matters A. Bid Award Request for Electric Aerial Lift B. Bid Award Request for Roof/Gutter Repairs & Asphalt Sealing/Striping C. Bid Award Request for Landscape Services D. Mowing Services Contract Renewal E. Bid Award Request for Window Washing and High Dusting at the Community Recreation Center	Mr. Robert Marsh	24 36 62 65 74
5:55	8	Emergency Services Matters A. Civil Work for Transfer Station Tower Access Road Request B. Emergency Services Facility Tower Construction Request C. Memorandum of Agreement with North Carolina Emergency Management	Mr. Will Holt	80 83 86
6:00	9	Tax Matters A. Monthly Collections Report B. Refunds and Releases C. Proposed Resolution to Appoint Plat Review Officer	Mr. Tyler Rash	117 119 127
6:05	10	Miscellaneous Administrative Matters A. Cooperative Extension Equipment Purchase – Tobacco Trust Fund Grant	Mr. Deron Geouque	131

TIME	#	TOPIC	PRESENTER	PAGE
		B. Lease Agreement with North Carolina Department of Public Safety – Division of Juvenile Justice Request		139
		C. Surplus Property Request		148
		D. Department of Social Services Out-of-State Travel Request		150
		E. Register of Deeds Records Retention and Disposition Schedule		153
		F. Register of Deeds Software & Support Agreement		203
		G. Proposed Property & Liability Insurance and Workers Compensation Renewals Request		211
		H. Boards and Commissions		219
		I. Announcements		222
6:10	11	Commissioners' Comments	Chairman Braxton Eggers	223
6:15	12	Break		223
6:20	13	Closed Session		223
		- Acquisition of Real Property per G.S. § 143-318.11(a)(5) - Personnel Matters per G. S. 143-318.11(a)(6) - Attorney-Client Matters per G. S. § 143-318.11(a)(3)		
6:25	14	Adjourn		

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

APPROVAL OF MINUTES

- May 5, 2026, Regular Meeting
- May 5, 2026, Closed Session

MEETING MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

Tuesday, May 5, 2026

The Watauga County Board of Commissioners held a regular meeting on Tuesday, May 5, 2026, at 5:30 p.m. in the Commissioners' Board Room located in the Watauga County Administration Building in Boone, North Carolina.

1. CALL REGULAR MEETING TO ORDER

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

PRESENT:

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

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

2. APPROVAL OF MINUTES

Chairman Eggers presented a correction to the December 17, 2024, regular meeting minutes and called for additions and/or corrections to the April 21, 2026, regular meeting and closed session minutes.

Commissioner Greene, seconded by Commissioner Hodges, moved to approve the December 17, 2024, regular meeting minutes as corrected.

VOTE: Aye – 5
Nay – 0

Commissioner Greene, seconded by Commissioner Hodges, moved to approve the April 21, 2026, regular meeting minutes as presented.

VOTE: Aye – 5
Nay – 0

Commissioner Greene, seconded by Commissioner Hodges, moved to approve the April 21, 2026, closed session minutes as presented.

VOTE: Aye – 5
Nay – 0

3. APPROVAL OF AGENDA

Chairman Eggers called for additions or corrections to the May 5, 2026, agenda.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to amend the May 5, 2026, agenda to include Possible Action After Closed Session per County Attorney Miller.

VOTE: Aye – 5
Nay – 0

4. PUBLIC COMMENT

The following people spoke during public comment:

- **Diane Nilan** – addressed the issue of homelessness, calling attention to its impact and sharing statistics specific to Watauga County.
- **Rick Woods** – resident of Watauga County since 1984, spoke regarding community growth and change, the university's impact on economic and political matters, student voting, voting precincts, and district-based elections.

5. FRIENDS OF WATAUGA COUNTY LIBRARY RENOVATION GRANT SUPPORT REQUEST

Ms. Barbara Perry-Sheldon, Friends of the Watauga County Library Board Member, requested the Board endorse a grant application to the Cannon Foundation in the amount of \$100,000 for the Library Renovation Project. The Foundation has invited submission of a full proposal, which is due at the end of May 2026.

As part of the application process, the Foundation requested a formal endorsement from the Board of Commissioners, along with a letter of support from the County Manager confirming that the County will not be submitting a competing proposal for funding during this cycle.

Commissioner Greene, seconded by Commissioner Hodges, moved to approve the endorsement of the application and authorization for County Manager Geouque to provide the requested letter of support.

VOTE: Aye – 5
Nay – 0

6. MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2027 Capital Improvement Plan (CIP)

County Manager Geouque presented the FY 2026-2027 Capital Improvement Plan (CIP) for review prior to discussion during the upcoming budget work sessions.

B. Presentation of the Manager's FY 2027 Recommended Budget

County Manager Geouque presented his recommended FY 2027 Budget at the meeting and reviewed the following highlights:

- Maintains the property tax rate at \$0.318, seventh lowest in the State.
- School funding levels:
 - \$557,239 increase in current operations expenses.
 - \$130,000 for 2 nurse's positions.
 - \$130,000 for Final Phase of teacher supplements.
 - \$950,000 for current capital.
 - \$5,260,800 in CIP set-aside.
- The Emergency Services Center construction is scheduled for completion in June 2026.
- \$50,000 for future Library Expansion.
- \$50,000 for the Heritage Museum.
- Balanced budget with \$3,604,222.
- General Fund balance appropriation for EMS services and property tax sales ratio adjustment for public utilities.

The budget work sessions are scheduled on Thursday, May 7, 2026 beginning at 12:00 P.M. and Friday, May 8, 2026 at 9:00 A.M.

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

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to schedule a public hearing on May 19, 2026, at 5:30 P.M. to allow citizen comment on the proposed budget.

VOTE: Aye – 5
Nay – 0

C. Budget Amendments

Deron Geouque, Finance Director, presented the budget amendments for approval as included in the Board packet.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the budget amendments as presented.

VOTE: Aye – 5
Nay – 0

D. Board of Elections Delivery Truck Purchase Request

The Watauga County Board of Elections requested the Board approve the purchase of a 2024 Isuzu FTR box truck, to be reimbursed through North Carolina State Board of Elections Helene funds.

Staff have located an 18-foot box truck with a large platform lift gate, low mileage, and remaining warranty coverage at a cost of \$87,000 plus applicable taxes and tags. The larger lift gate is expected to provide increased stability and functionality for equipment transport in various weather conditions.

In response to questions from Commissioners regarding staffing, County Manager Geouque clarified that Board of Elections would be responsible for staffing the vehicle.

County Attorney Miller requested clarification regarding any restrictions or concerns associated with the Helene reimbursement funds. County Manager Geouque confirmed there were no additional concerns, conflicts, or conditions associated with the reimbursement funding.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to approve the purchase of the 2024 Isuzu FTR box truck, and any costs associated with the delivery of the vehicle to Watauga County not to exceed \$800. The county will be reimbursed through the North Carolina State Board of Elections Helene funds.

VOTE: Aye – 5
Nay – 0

E. Announcements

The Board of Commissioners has been invited to attend the Valle Crucis School Dedication Ceremony to be held on May 16, 2026, at 10:00 a.m. The Watauga County

community will gather on the new school campus to celebrate the completion of the project.

Scheduled events include guest speakers, a ribbon cutting ceremony, unveiling of the school plaque, and campus tours.

7. COMMISSIONERS' COMMENTS

- **Commissioner Marsh** commended staff for their efforts in preparing a balanced budget and keeping the tax rate as low as possible. He noted the County's responsibilities related to tax administration and revaluation and stated that while property taxes are mandated and largely outside of local control, staff continue to do their best to minimize tax impacts on citizens. He also noted that repairs to the Cove Creek Ruritan facility had been completed.
- **Commissioner Hodges** commended staff for their work in balancing the budget and for their management during challenging circumstances, including disaster response related to Hurricane Helene, noting the effective use of available funds.
- **Vice-Chairman Castle** commended staff for their hard work and dedication in the budget process.
- **Chairman Eggers** noted that property taxes are mandated by the State of North Carolina. He provided an update on the Old Cove Creek project, stating that authorization had been given to proceed with Greene Construction on phases 1-5 and 7, and that equipment placement had begun with construction anticipated to begin around the 18th.

8. BREAK

9. CLOSED SESSION

At 5:57 p.m., Commissioner Marsh, seconded by Commissioner Hodges, moved to enter Closed Session pursuant to G.S. § 143-318.11(a)(3) to discuss matters protected by attorney-client privilege, including Case No. 5:25-cv-157; pursuant to G.S. § 143-318.11(a)(5) to consider matters related to the acquisition of real property; and pursuant to G.S. § 143-318.11(a)(6) to discuss personnel matters.

VOTE: Aye – 5
Nay – 0

At 7:40 p.m., Commissioner Greene, seconded by Vice-Chairman Castle, moved to resume the open meeting.

VOTE: Aye – 5
Nay – 0

10. POSSIBLE ACTION AFTER CLOSED SESSION

Hidden Pond Tower Site

Vice-Chairman Castle, seconded by Commissioner Greene, moved to condemn the property regarding Hidden Pond Tower site in connection with the County's efforts to improve the emergency communications system.

VOTE: Aye – 5
Nay – 0

11. ADJOURN

At 7:43 p.m., Commissioner Hodges, seconded by Commissioner Marsh, moved to adjourn the meeting.

VOTE: Aye – 5
Nay – 0

Braxton Eggers, Chairman

ATTEST: Madison Mathis, Clerk to the Board

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

APPROVAL OF MAY 19, 2026, AGENDA

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

PUBLIC COMMENT

Manager's Comments:

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

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

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2027 PROPOSED BUDGET

Manager's Comments:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2027. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any additional changes prior to staff preparing the budget ordinance for adoption at one of the Board's June meetings. Enclosed is a copy of the changes made by the Board and staff during the budget work sessions.

Direction from the Board is requested.

Budget Change Summary				
General Fund				
		Revenues	Expenditures	
Initial budget changes discussed in the May 7-8, 2026 budget work sessions				
104330-412100	SALARIES-REGULAR		(58,154)	Remove assistant fire marshal position
104330-412600	SALARIES-FIRE INSPECTOR		8,345	Restore funding for part-time fire inspector
104330-418100	SOCIAL SECURITY EXPENSE		(3,810)	Remove assistant fire marshal position
104330-418200	LOCAL GOV'T RETIREMENT EXPENSE		(8,822)	Remove assistant fire marshal position
104330-418300	HEALTH INSURANCE EXPENSE		(16,800)	Remove assistant fire marshal position
104330-418900	OTHER FRINGE-401K		(2,908)	Remove assistant fire marshal position
104330-418901	OTHER FRINGE-457		(360)	Remove assistant fire marshal position
104199-469500	CONTRACT SERVICES		82,509	Contract management services
105890-463109	WATAUGA OPPORTUNITIES		33,000	Restore funding for Watauga Opportunities
104370-469503	WATAUGA RESCUE SQUAD		50,000	Funding increase for Watauga Rescue Squad
103311-389915	SALES TAX AGREEMENT WITH TOWNS	41,500		Changes for Watauga Opportunities and Watauga Rescue Squad
103831-349100	INVESTMENT EARNINGS	41,500		Changes for Watauga Opportunities and Watauga Rescue Squad
net change		\$ 83,000	\$ 83,000	Overall Budget Increase

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

PROPOSED RENEWAL OF ASU GREENHOUSE LEASE

Manager's Comments:

Ms. Melody Pineda, Director of Real Estate for Appalachian State University, will request the renewal of the lease for greenhouse space located at the Watauga County Landfill.

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

The County Manager will present a proposed resolution which would need to be adopted and published prior to bringing the lease to the Board for approval at the June 16, 2026, Board meeting.

May 12, 2026

To: County Commissioners

From: Appalachian State University

Re: 694 Landfill Road Boone, NC

Board Action Requested:

- Renewal of the existing lease agreement.

Board Action Request Details:

- **Proposed Term:** 3 years (July 1, 2026 – June 30, 2029).
- **Requested Changes:** None. All terms and conditions remain exactly the same, including the **\$1.00 per year** rent.

Purpose and Use of the Property

- The land is used for the **Nexus Project**, which includes a research greenhouse and energy facility.
- It is used for student research, farmer workshops, and testing renewable energy tools like solar heaters and compost systems.

Background and History of the Lease

- The County has leased this site to Appalachian State University since 2016.
- The partnership allows the University to use local resources to find better ways for area farmers to save money and stay in business.

Proposed Updates or Changes

- **No changes** are being requested. The new lease should mirror the current agreement signed in 2023.

Why the Renewal is Being Sought

- The current lease expires June 30, 2026.
- Renewal is desired to continue the research.

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

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on May 19, 2026, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Appalachian State University Foundation, Inc., a certain property located adjacent to the Watauga County Methane Flare Station described as a point 2 feet from the Landfill Road directly south of the power pole proceeding east along Landfill Road 160 feet and heading due south from those two points to the Watauga County property line in Watauga County, North Carolina, for a term of three (3) years. The rent to be paid by the Appalachian State University Foundation to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 19th day of May, 2026.

Braxton Eggers, Chairman
Watauga County Board of County Commissioners

ATTEST:

Madison Mathis, Clerk to the Board

COMMERCIAL LEASE AGREEMENT

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

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

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

WITNESSETH:

1. LEASED PREMISES

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

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

2. TERM.

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

3. RENTAL

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

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

4. UTILITIES

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

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

5. COMMON AREA RULES AND REGULATIONS

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

6. USE OF PREMISES

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

7. LIABILITY; INSURANCE

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

8. REPAIRS BY THE COUNTY

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

9. REPAIRS BY APPALACHIAN

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

10. ALTERATIONS

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

11. REMOVAL OF FIXTURES

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

12. GOVERNMENTAL ORDERS

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

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

13. ASSIGNMENT AND SUBLETTING

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

14. EVENTS OF DEFAULT

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

15. REMEDIES UPON DEFAULT

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

16. EXTERIOR SIGNS

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

17. THE COUNTY'S ENTRY OF PREMISES

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

18. WAIVER OF RIGHTS

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

19. ENVIRONMENTAL LAWS

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

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

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

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

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

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

20. ABANDONMENT

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

21. DEFINITIONS

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

22. NOTICES

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

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

23. ENTIRE AGREEMENT

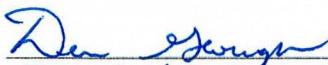
This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

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

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

LANDLORD:**TENANT:****WATAUGA COUNTY:****APPALACHIAN STATE UNIVERSITY:**

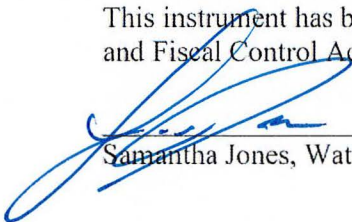
By:  (SEAL)
Title: Deron Geouque, County Manager

By:  (SEAL)
Title: Sheri Everts, Chancellor

Date: 8-16-2023

Date: 06-23-2023

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

 8/16/23
Samantha Jones, Watauga County Finance Officer

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

MAINTENANCE MATTERS

A. Bid Award Request for Electric Aerial Lift

Manager's Comments:

Mr. Robert Marsh, Maintenance Director, will request the Board award a bid to Aerial Equipment in the amount of \$14,561.37 for the purchase of an electric aerial lift for the new Emergency Services Facility. The lift will be utilized to access upper levels of industrial storage shelving as well as overhead items including garage doors, lighting fixtures, and HVAC equipment. The equipment may also be utilized at other County facilities.

Staff recommends award to Aerial Equipment as the lowest responsive bidder. Funds for the purchase are budgeted within the FY 2025-2026 project funds for construction of the new Emergency Services Facility.

Board action is required to award Aerial Equipment for the purchase of an electric aerial lift for the new Emergency Services Facility in the amount of \$14,561.37.



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: May 11, 2026

RE: Bid Award Request for Electric Aerial Lift

BACKGROUND

The new Emergency Services Facility contains a storage room with high industrial-type steel shelving. The purpose of the room is to store archived records, architectural plans and Emergency Management equipment. A lift will be needed to access the upper levels of shelving as well as other overhead items such as garage doors, lighting fixtures and HVAC equipment. This piece of equipment can be utilized at other County facilities.

BID SUMMARY

<u>Bidder</u>	<u>Address</u>	<u>Equipment</u>	<u>Amount</u>
Sunbelt Rentals	Hickory, NC	Genie GS1930	\$15,104 \$350 (delivery) \$15,454 Total
Octane Forklifts AKA Discount Forklift	Online	Skyjack SJ3219 Genie GS1932	\$17,495 \$24,700
Aerial Equipment	Denver, NC	Genie GS1932	\$13,643.44 \$737.93 (delivery) \$180.00 (truck fee) \$14,561.37 Total
Acme Tools	Online	Genie GS1932E	\$14,795.00

RECOMMENDATION

Staff recommends the bid be awarded to the low bidder, Aerial Equipment, for an amount of \$14,561.37. Estimated delivery is six weeks upon receipt of purchase order.

FISCAL IMPACT

FY 25-26 contains project funds for the construction of the new building. If approved, the cost for this equipment will be covered by the project fund.



Estimate

Aerial Equipment Services Inc

PO Box 527

Denver, NC 28037

Date	Estimate #
5/4/2026	7325

Name / Address
Robert March Watauga County Maintenance Dept 274 Winklers Creek Road Boone, NC 28607

Project

Description	Qty	Rate	Total
GS-1932, ANSI/ CSA, E-drive, Folding rails, Halfheight swing gate, Spill Guard *****This Estimate is good for 30 Days***** Estimated Lead-Time 6 Weeks	1	13,643.44	13,643.44T
Freight	1	737.93	737.93T
ONSITE Operator Lift Training 1-4 Operators on a single USA made Scissor lift Includes General and Familiarization Training with Actual Operation with a Qualified Trainer NOTE- Each additional operator added will be \$150 \$50 per operator if an additional lift is added	1	850.00	850.00T
Delivery to site	3	130.00	390.00T
Service Truck Charge Mileage	144	1.25	180.00T
Sales Tax Iredell County		6.75%	1,066.59
Total			\$16,867.96

Electric Slab Scissor Lifts

Genie® GS™ -1932

Specifications

Models	GS-1932 (Xtra Height)	
Measurements	US	Metric
Working height max. - indoor ⁽¹⁾	25 ft 3 in	7.85 m
Working height max. - outdoor ⁽¹⁾	25 ft 3 in	7.85 m
A Platform height max. - indoor	19 ft 3 in	5.85 m
A Platform height max. - outdoor	19 ft 3 in	5.85 m
B Platform height - stowed	3 ft 5 in	1.04 m
C Platform length - outside	5 ft 5 in	1.66 m
C Platform length - outside, extended	8 ft 5 in	2.55 m
Slide-out platform extension deck - length	3 ft	0.91 m
D Platform width - outside	29.9 in	0.76 m
Guardrail height	3 ft 7 in	1.10 m
Toeboard height	6 in	15 cm
E Machine Height - stowed (fixed rails)	6 ft 9 in	2.05 m
F Length machine - stowed	6 ft	1.83 m
F Length machine - stowed, extended	8 ft 11 in	2.72 m
G Width	32.2 in	0.82 cm
H Wheelbase	4 ft 4 in	1.32 m
I Ground clearance (center) - pothole guards retracted	3.2 in	8 cm
I Ground clearance - pothole guards deployed	0.9 in	2.30 cm

Productivity

Max. platform occupancy (in/out)	2/1	
Lift capacity	500 lb	227 kg
Lift capacity - extension deck extended	250 lb	113 kg
Max. platform drive height	19 ft 3 in	5.85 m
Drive speed - stowed	2.5 mph	4.0 km/h
Drive speed - raised	0.5 mph	0.8 km/h
Gradeability - stowed ⁽²⁾	25 %	
Turning radius - inside/outside	0/5 ft 1 in	0/1.55 m
Lifting speed - raise/lower	26/22 sec	
Tilt sensor activation (front to back/side to side)	3° / 1.5°	
Tires - solid non-marking	12×4.5 in	30.5×11.5 cm

Power

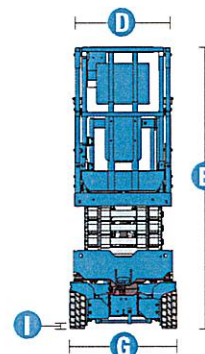
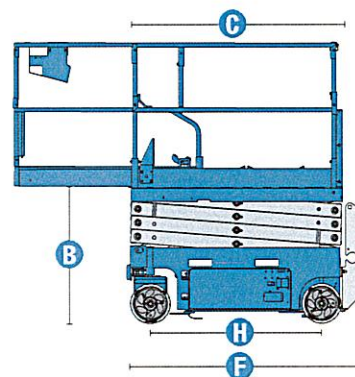
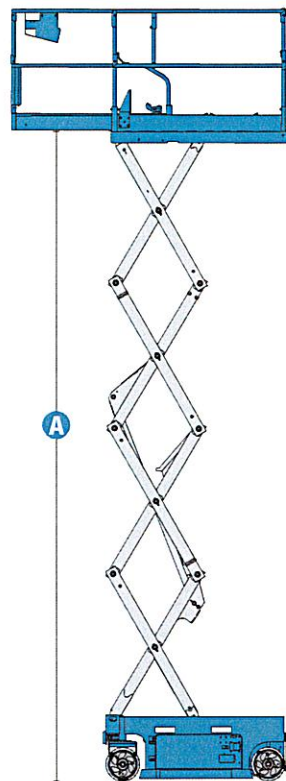
Power - FLA	24V DC (4×6V 225Ah)
Power - Lithium-Ion	24V DC (1×24V 90Ah)
Hydraulic tank capacity (E-Drive)	1 gal 3.8 L

Weight⁽³⁾ and Floor Loading⁽⁴⁾

Weight	3,585 lb	1,626 kg
Weight max. (adding all possible options)	3,861 lb	1,751 kg
Tire load max.	1,712 lb	776 kg
Tire contact pressure	190,2 psi	1,311 kPa
Occupied floor pressure	294 psf	14.07 kPa

Sound and Vibration Levels

Sound Pressure level (ground workstation)	< 70 dBA	
Sound Pressure level (platform workstation)	< 70 dBA	
Vibrations	< 8 ft 2 in/s ²	< 2.5 m/s ²



- (1) The metric equivalent of working height adds 2m to platform height, US adds 6 ft to platform height.
 (2) Gradeability applies to driving on slopes and may vary depending on options and machine configurations. See operator's manual for details regarding slope ratings.
 (3) Weight refers to standard configuration and may vary depending on options and/or country standards.
 (4) Floor loading information is approximate and may vary depending on options and machine configurations. It should be used only with adequate safety factors.

Genie® GS™-1932

SKU: Standard Model

- GS1932E1UE0030: GS-1932, E-Drive, XH

* Build to Order

Option availability		S	S+	BtO
Power	Standard FLA flooded lead acid batteries	✓	✓	✓
	Battery Isolation Kit		○	○
	Battery Maintenance-Free Kit			○
	Dual Pole Battery Isolation Kit		○	○
	Rear recessed charger receptacle	✓	✓	✓
Platform	Xtra Height (XH) Full Height Outdoor	✓	✓	✓
	Fixed rails, Half-height swing gate	✓	✓	✓
	Slide out extension deck	✓	✓	✓
	240Volt Power To Platform Kit		○	○
	EQSS Overwatch Smartlink		○	○
	Forming Platform Controls Smartlink GS		○	○
	Platform Worklights (Single)		○	○
	White Noise Alarm Kit		○	○
	Load Platform VISY kit		○	○
	Descent, tilt and motion alarm	✓	✓	✓
	Diamond plate platform deck	✓	✓	✓
	Dual LED flashing beacons	✓	✓	✓
	Electric horn	✓	✓	✓
	Lanyard attachment points	✓	✓	✓
	Platform load sense system	✓	✓	✓
Chassis	Proportional drive and lift	✓	✓	✓
	SmartLink single zone control system	✓	✓	✓
	Lift Connect Telematics		○	○
	Lift Connect with Access Manager upgrade		○	○
	Lift Tools Spill Guard (E-Drive)			○
	Wheel Chock Kit			○
	Auxiliary platform lowering	✓	✓	✓
	Driveable at full height	✓	✓	✓
	Dual front wheel sealed AC electric drive motors (E-Drive)	✓	✓	✓
	Electric brake release (E-Drive)	✓	✓	✓
	On board diagnostic system with battery charge indicator	✓	✓	✓
	Pothole protection	✓	✓	✓
	Side and rear fork pockets	✓	✓	✓
	Solid non-marking tires	✓	✓	✓
	Tech Pro Link connector	✓	✓	✓
	Tie-down and lifting points	✓	✓	✓

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Indoor & Outdoor Use



Side Forklift Pockets



Optional E-Drive



Genie Genuine Accessories⁽¹⁾

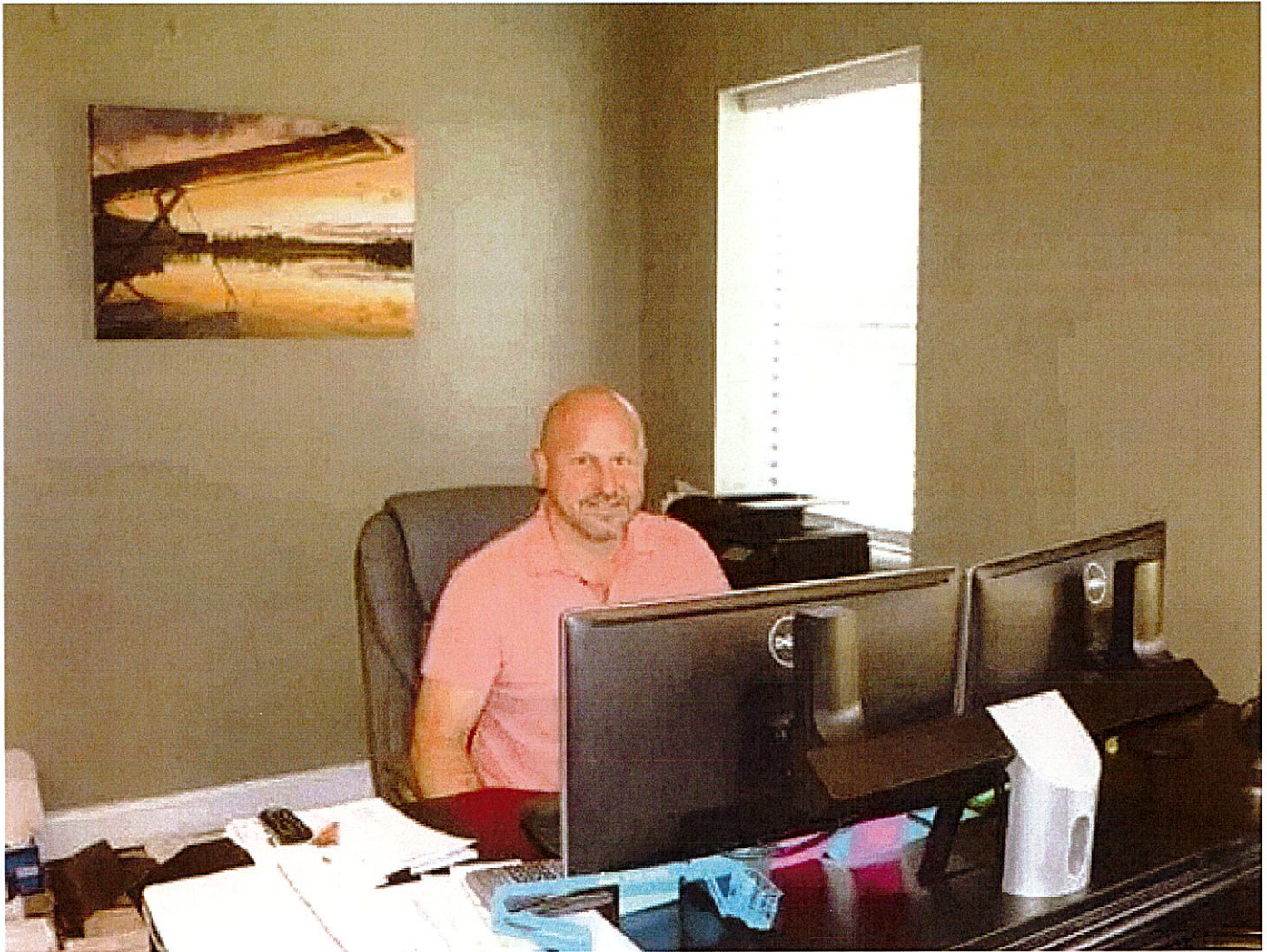
- Lift Tools Productivity Tools
- Lift Connect Telematics
- Tech Pro Link Handheld Device

(1) More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

05/23

ABOUT AERIAL EQUIPMENT SERVICES



Ron Chambers began his work in the lift industry at the early age of 19. He and his staff take great pride in keeping companies safe and in compliance with ANSI/OSHA.

Aerial Equipment Services was founded in 2005. The professionals at Aerial work with Fortune 500 companies but also provide service to smaller organizations. The vendor paperwork, insurance, and legal requirements for larger customers are a common part of our bid process.

Aerial Equipment Services is a leader in the scissor and boom lift industry. Their professionals are recognized as experts in keeping lift equipment well-maintained and in good working order.

They also train operators and provide inspection services with modern up-to-date digital software.

If You Have Any Other Questions, Please Contact Us

CONTACT US

This website uses cookies.

We use cookies to analyze website traffic and optimize your website experience. By accepting our use of cookies, your data will be aggregated with all other user data.

Accept

Aerial Equipment Services, Inc.

4016 N. Hwy. 16, Business Unit B, Denver, North Carolina 28037

(704) 842-0327

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Powered by



PC#: 1336
349 LENOIR RHYNE BLVD SE
HICKORY, NC 28602 3822
828-485-5711

SUNBELT RENTALS, INC.
PO BOX 409211

Job Site:

WATAUGA COUNTY FINANCE OFFICE
274 WINKLERS CREEK RD
BOONE, NC 28607 7838

C#: 828-265-8007 J#: 828-264-1430

Customer: 50804

WATAUGA COUNTY FINANCE OFFICE
814 W KING ST.
SUITE # 216
BOONE, NC 28607

EQUIPMENT SALE QUOTE

Invoice #... 183546192-0000
System date. 5/06/26

Invoice date 5/06/26 AM
Job Loc..... 274 WINKLERS CREEK RD, BOONE
Job No..... 3 - WATAUGA COUNTY F
P.O. #..... GET
Ordered By.. MARSH, ROBERT
NET 30

Qty	Item number	Unit	Price	Amount
1	ELEC, 19', 30" DECK, NM TIRE, WET BAT EA 0070025-L104-21		15104.000	15104.00
	DELIVERY CHARGE			350.00
	SHIP TO: WATAUGA COUNTY FINANCE OFFICE 274 WINKLERS CREEK RD BOONE, NC 28607 7838 DELIVERY AND OPERATING INSTRUCTIONS			
			Sub-total:	15454.00
			Tax:	1043.15
			Total:	16497.15

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



Model	SJ3219 E		Serial #		
Year	NEW!				
Capacity	500 @ 24" Load Center				
Mast	Scissor Lift	Mast Measurements - Approx Lowered		84	7'0"
Attachmt(s)	Extendable Platform	Approx Raised		228	19'0"
Type	Electric - Scissor lift	Approx Weight			
Tires	Single Drive				
Fuel	Electric 24V				
Hours	Low Demo Hours	Fork Length	NONE	Style	Single Drive
Transmission				Load Back Rest	
Engine					
Quantity	14	(Units sell quickly! Quantity subject to change daily.)			
Availability	All equipment is sold on a "first come first serve" basis! Commit now to cherry pick the nicest, lowest hour machine!				
Comments					

PURCHASE TODAY!

Invest in
your business!

OSHA Cert. INCLUDED with purchase!
\$875 Value!

NO-HAGGLE PRICE
\$17,495

* plus tax

FINANCING OPTIONS

* New machines only

36 months

\$592

48 months

\$434

60 months

\$362

72 months

\$315

Lease rates based on average approved credit. These rates may vary based on personal credit or other factors.

* plus tax

RENTAL OPTIONS

FORKLIFT CONDITION

Condition Rating -

CLICK HERE
FOR THE 5 CONDITIONS OF A FORKLIFT DEFINED

- This lift has or will go through our Service Process prior to delivery.
- Most lifts have or will go through full paint and body work in our paint & body shop.
Units may also be purchased with "As Is" paint and body.

Robert.Marsh

From: Ross Kohlmeier | OCTANE Forklifts <ross@octaneforklifts.com>
Sent: Wednesday, May 6, 2026 1:34 PM
To: Robert.Marsh
Subject: Scissor Lift Quote
Attachments: 2026 SkyJack SJ3219 E - 19'.pdf; Skyjack SJ3219 E - Spec Sheet.pdf

[CYBERSECURITY ALERT] To keep us all safe and secure, please know that we will NEVER provide or request that you use updated banking information, wiring instructions or alternative payment addresses via email. If you have ANY questions regarding sending payment, CALL our Accounting team at our Denver Headquarters.

Hi Robert,

Great speaking with you today! Please see the attached quote and spec sheet.

This model is an equivalent of the Genie 1932. However, if you wanted a new 2026 Genie GS-1932 – your price would be \$24,700.00

Best,
Ross Kohlmeier
GOVERNMENT Account Specialist
OCTANE Forklifts Inc.
Email - Ross@OCTANeforklifts.com
720.460.3362 - Office

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[Visit Genie Store](#)

Genie 19' Scissor Lift 32in Width Electric with E-Drive

SKU# GS-1932E

0.0

No Reviews

[Write the First Review](#)



✓ In Stock

Delivery to - 28607 - Get it as soon as Thu May 14th [Edit location](#)

Made In USA

Freight Shipping Rates Apply

Calculated Delivery Rate at Checkout

Acme Tools Guarantee

\$14,795⁰⁰

- 1 +

+ ADD TO CART

Secure Checkout

♥ Add to List

🔔 Price Alert

🔗 Share Listing

Pay as low as \$718/mo.
with Affirm



DON'T FORGET

 Rack-A-Tiers 1/2 Inch, 3/4 Inch, 1 Inch Lift Mounted... SKU# S7123 \$1,795⁹⁹	 Genie 32' Scissor Lift 46in Width Electric with E-Drive SKU# GS-3246E \$26,995⁰⁰	 Genie GS-2632E 26 Ft E-Drive Electric Slab Scisso... SKU# GS-2632E \$15,495⁰⁰	 Genie Runabout Vertical Mast Lift 20' Platform... SKU# GR-20 \$19,895⁰⁰	 Skyjack 19' 500 lbs DC Electric Scissor Lift with ... SKU# SJ3219E \$13,995⁰⁰	 Reelcraft Single Receptacle Power Cord Reel Steel... SKU# L 5550 123 3A \$679⁹⁹	 Wanco Three Line Full Size Display Message Board... SKU# WTLMB(B) \$22,700⁰⁰
+ ADD TO CART	+ ADD TO CART	+ ADD TO CART	+ ADD TO CART	+ PRE-ORDER	+ ADD TO CART	+ ADD TO CART

PRODUCT DETAILS

GENIE 19' SCISSOR LIFT 32IN WIDTH ELECTRIC WITH E-DRIVE

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

MAINTENANCE MATTERS

B. Bid Award Request for Roof/Gutter Repairs & Asphalt Sealing/Striping

Manager's Comments:

Mr. Robert Marsh, Maintenance Director, will request the Board award bids for roof gutter replacement and ridge vent repairs at the Health Department and Medic Base 2, as well as asphalt sealing and striping for County parking lots. Staff recommends award of the roof gutter replacement and ridge vent repair project to Southern Metal Systems in the amount of \$53,000 and the asphalt sealing and striping project to Carolina Pavement Technology in the amount of \$93,254.

Staff has identified funding for the sealing and striping project from the Capital Improvement Plan and funding for the roof and gutter repairs from the FY 2025-2026 Administrative Contingency Fund and the Maintenance budget.

Board action is required to award the roof gutter replacement and ridge vent repair project to Southern Metal Systems in the amount of \$53,000 and the asphalt sealing and striping project to Carolina Pavement Technology in the amount of \$93,254.



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: May 13, 2026

RE: Bid Award Request for Roof/Gutter Repairs & Asphalt Sealing/Striping

BACKGROUND

Staff recently completed two rounds of bidding for asphalt sealing and striping at the County parking lots and for roof gutter and ridge vent repairs at the Health Department and Medic Base 2.

BID SUMMARY

Asphalt Sealing and Striping at County Parking Lots		
<u>Bidder</u>	<u>Address</u>	<u>Bid Amount</u>
Carolina Pavement Technology, Inc.	Cary, NC	\$ 75,612 (spray) \$ 93,254 (squeegee)
Hickory Sealing and Striping, Inc.	Hickory, NC	\$105,816
Roof Gutter Replacement (Health Dept) and Ridge Vent Repair (Medic Base 2)		
Southern Metal Systems	Wendell, NC	\$ 53,000
LaFave's Construction	Landis, NC	\$ 65,848

RECOMMENDATION

Roof Gutter Replacement and Ridge Vent Repair: Staff recommends the bid be awarded to the low bidder, Southern Metal Systems, in the amount of \$53,000 for replacing the gutters at the Health Department and repairing the ridge vents at Medic Base 2. Southern Metal retrofitted the West Annex with a new standing-seam roof in 2017 with very good results.

Asphalt Sealing and Striping: Staff recommends the bid be awarded to the low bidder, Carolina Pavement Technology, in the amount of \$93,254 for sealing and striping parking lots by squeegee method. Carolina Pavement has a record of providing high quality service for sealing and striping County projects. They strive to complete this work with minimum disruption to County operations.

FISCAL IMPACT

Staff has identified funds for sealing and striping from the Capital Improvement Plan. Staff has identified funds for roof/gutter repairs from the FY 25-26 Administrative Contingency Fund and the Maintenance budget.

**SPECIFICATIONS AND CONTRACT DOCUMENTS
COUNTY OF WATAUGA
2026 PARKING LOT SEALCOAT &
PAVEMENT MARKING PROJECTS**

Contents

Section

A	Notice to Contractors (Advertisement)
B	Instructions to Bidders and General Conditions
C	Specifications and Project Description
D	Proposal Form
E	Contract Form

COUNTY OF WATAUGA
ADVERTISEMENT FOR BIDS
PARKING LOT SEALCOAT AND PAVEMENT MARKING PROJECTS
SECTION A

Watauga County Building Maintenance Department is seeking bids from persons or firms interested in submitting bids for sealing and marking Watauga County government owned parking facilities in Boone, NC, and Sugar Grove, NC. The scope of this work includes the seal coating of approximately 50,408 SY of asphalt surface and restriping of 947 parking spaces. Bids may be delivered to Watauga County Building Maintenance Department, 274 Winklers Creek Road, Suite B, Boone, NC 28607. Bids will be accepted until 2:00 p.m. on Tuesday, April 14. Contact Robert Marsh, Maintenance Director, at (828) 264-1430 for more information concerning this project.

Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid. The certified check or Bid Bond is a guarantee that the bidder will honor his bid and he agrees to forfeit the same should a contract be offered, based upon his bid and the contract documents, and which the bidder fails to execute within ten (10) days of the offer.

No bid may be withdrawn for thirty (30) days from the date bids are opened.

Each bidder agrees by the submission of his bid to commence work within ten (10) days of the issuance by the County of a "Written Notice to Proceed" and to fully complete the work within twenty (20) calendar days from the date of the Notice to Proceed.

Contract documents and other bidding information may be obtained from the Maintenance Director at Watauga County Maintenance Department, 274 Winklers Creek Road, Suite B, Boone, NC 28607.

COUNTY OF WATAUGA

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS PARKING LOT SEALCOAT AND PAVEMENT MARKING PROJECTS

SECTION B

1. Defined Terms:

- 1.1. The term "County" means the Owner, the County of Watauga.
- 1.2. The term "Bidder" means one who submits a Bid directly to the County, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the County shall make an award of the Contract.
- 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5. The term "Engineer" means the Maintenance Director or the Director's designee assigned to this project as the Contract Administrator.

2. Bidding Documents:

- 2.1. Complete sets of the Bidding Documents may be obtained from the Maintenance Director's office at Watauga County Maintenance.
- 2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
- 2.3. The County, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.

3. Qualifications of Bidders:

- 3.1. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the County of Watauga, including contractors and business license.

4. Examination of the Contract Documents and Project Sites:

4.1. It is the responsibility of the Bidder to:

1. Thoroughly examine the Contract Documents,
2. Visit the sites and become familiar with the existing conditions and the scope of the project work; verify quantities and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
4. Study and carefully correlate the Bidders observations with the Contract Documents, and
5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

4.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the County.

5. Bid Form:

- 5.1. The Bid Form is included in the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
- 5.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
- 5.4. Bids by a partnership must be signed by all partners.

- 5.5. Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.

6. Submission of Bids:

- 6.1. Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.
- 6.2. All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number (if applicable), classification and expiration date.

7. Modifications and Withdrawal of Bid:

- 7.1. Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

8. Bid Opening:

- 8.1. All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.

9. Bids Acceptance and Bonds:

- 9.1 All bids will remain subject to acceptance for 7 days after bid opening.
- 9.2 Bonds. Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid. The certified check or Bid Bond is a guarantee that the bidder will honor his bid and he agrees to forfeit the same should a contract be offered, based upon his bid and the contract documents, and which the bidder fails to execute within ten (10) days of the offer.

10. Award of the Contract:

- 10.1. The County reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the County reserves the right to reject in whole or in part the bid of any Bidder if the County when, in the County's sole opinion, believes that it would not be in the best interest of the project or the County to make an award either in whole or in part to

that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous County work, or fails to meet any other pertinent standard or criteria established by the County.

- 10.2. In evaluating bids, the County will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
- 10.3. The County recognizes that award of the Contract is dependent on the availability of funding and, therefore, the County makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the County indicates to the County that the award will be in the best interest of the County.
11. Signing of the Agreement:
 - 11.1. When the County submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the County, accompanied by a certificate of insurance. The County, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.
12. Notice of Award:
 - 12.1. The County may give the Successful Bidder a Notice of Award at any time within the (10) days from the date of opening of bids. The Successful Bidder shall begin the Work no less than ten (10) days from the receipt of the Notice of Award.
13. Indemnity
 - 16.1 The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

17. Insurance

- 17.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

COUNTY OF WATAUGA

SPECIFICATIONS AND PROJECT DESCRIPTION
PARKING LOT SEALCOAT & PAVEMENT MARKING

SECTION C

1. Scope of the Work:

The work described in these specifications consists of furnishing all labor, materials, tools, equipment and services and performing all work required to (1) apply a sealcoat to public parking lots and (2) to apply markings for parking spaces on the public parking lots.

2. Specifications:

- 2.1 Preparation. Paved surfaces on which the emulsified asphalt sealcoat is to be placed shall be swept and/or blown clean and dry, and be free of loose foreign materials before placing the seal coat. Grease, oil and gas spots and stains shall be pre-treated.
- 2.2. Emulsified Asphalt Sealcoat. The sealcoat shall consist of a mixture of emulsified asphalt, mineral aggregate, additives and water properly proportioned, mixed and uniformly spread over the surfaces areas to be treated. The mixture shall contain no asbestos. The cured sealcoat shall have a homogeneous appearance, adhere firmly to the surface and provide a skid-resistant texture. The sealcoat product shall meet ASTM D-2939 standards or equivalent. Sealcoat product shall be approved by the Town of Boone.
- 2.3. Placing the sealcoat. Mixing and spreading equipment shall conform to manufacturer's requirements. Mixes are generally in the range of 100 gallons of emulsified asphalt sealer, 20 gallons of water, 2 gallons of additive and 300-500 pounds of sand (Portland cement or fly ash may be substituted depending on manufacturer's requirements). When properly mixed with water, additive and aggregate, and applied, one gallon of emulsified asphalt sealant will cover 11-13 square yards in one coat of application. All work shall be performed only when the surface and ambient air temperatures are at least 50 degrees F and rising and no rain is anticipated. Ideally, the surface temperature should not drop below 50 degrees in a 24-hour period following application. The mix shall be spread in a manner to fill cracks and achieve a uniform skid-resistant surface. Sealcoat shall be applied in two coats.
- 2.4. Equipment. A mixing machine equipped with a fines feeder, mixer, water pressure system and fog type sprayer and the ability to control the application rate is recommended. The sealcoat application shall be applied by either pressurized

spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand (or other mineral aggregate) added. Equipment shall have continuous agitation or mixing capabilities to maintain a homogeneous consistency throughout the application process.

- 2.5. Pavement Markings. Public parking lots will be marked to maximize the number of spaces for automobile parking. Parking stalls will be marked for stall widths of 9 feet and stall lengths of 19 feet. Handicapped parking shall be marked. The minimum number of handicap parking spaces is 1 space for a lot serving up to 25 cars; 2 spaces for a lot serving 26 –50 cars.

- 2.5.1. Marking Materials. Duron DU9948500, DU1LZM100, DU1YZ100 or equivalent, applied per manufacturer's instructions.

3. Method of Measurement

- 3.1 Upon completion and acceptance of work performed in accordance with the specifications, and upon presentation of invoices showing quantity of emulsified asphalt sealcoat applied, payment shall become due and payable Payment shall constitute full compensation for furnishing, transporting, and placing the emulsified asphalt sealcoat and pavement markings for parking spaces and for all labor, tools, equipment and incidentals necessary to complete the work in full accordance with the specifications.

COUNTY OF WATAUGA
Proposal for Parking Lots Sealcoat and Pavement Marking Project

SECTION D

Carolina Pavement Technology, Inc.
Name of Bidder

In compliance with your legal Notice to Bidders for the County of Watauga 2021 Paving Project, the undersigned bidder, a corporation organized and existing under the laws of the State of North Carolina, or a partnership of _____, or an individual doing business as _____, of the City of, State of _____, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

COUNTY OF WATAUGA
Proposal for Parking Lot Sealcoat and Pavement Marking Projects

Location	Area (S.Y.)	No. Parking Spaces	Gallons of Sealant	No. of Coats
Administration Building 814 West King Street Boone, NC 28607	304	5 Regular Spaces 1 H/C Space 1 Crosswalk	Spray 55 Squeegee 106	2
Health Dept 126 Poplar Grove Rd. Connector, Boone, NC 28607	6,118	106 Regular Spaces 6 H/C Spaces	Spray 1112 Squeegee 2142	2
Courthouse Complex 842 West King Street Boone, NC 28607	2,413	50 Regular Spaces 5 H/C Spaces 2 Do Not Park Zones	Spray 439 Squeegee 845	2
Water Street Parking Lot 185 North Water Street Boone, NC 28607	1,098	31 Regular Spaces 1 H/C Space	Spray 199 Squeegee 384	2
Watauga Gorge Park 2531 Old Watauga River Road Sugar Grove, NC 28679	880	10 Regular Spaces 1 H/C Space	Spray 160 Squeegee 308	2

Western Watauga Comm. Center 1081 Old US Hwy. 421 Sugar Grove, NC 28679	1,900	31 Regular Spaces 3 H/C Spaces 1 Do Not Park Zone	Spray 345 Squeegee 665	2
Watauga Library 140 Queen Street Boone, NC 28607	3,941	101 Regular Spaces 5 H/C Spaces 60 spaces are numbered or have text 1 Do Not Park zone 2 Arrows	Spray 716 Squeegee 1380	2
Law Enforcement Center 184 Hodges Gap Road Boone, NC 28607	4,796	65 Regular Spaces 2 H/C Spaces	Spray 872 Squeegee 1679	2
TMSC 660 Brookshire Road Boone, NC 28607	7,761	177 Regular Spaces 12 H/C Spaces	Spray 1411 Squeegee 2716	2
Human Services Center 132 Poplar Grove Rd. Connector Boone, NC 28607	13,122	258 Regular Spaces 15 H/C Spaces 1 Fire Lane 1 Load Zone	Spray 2386 Squeegee 4593	2
Winklers Creek Facility 274 Winklers Creek Road Boone, NC 28607	3,621	18 Regular Spaces 2 H/C Spaces	Spray 658 Squeegee 1267	2
East Annex 133 North Water Street Boone, NC 28607	166	3 Regular Spaces 1 H/C Space	Spray 30 Squeegee 58	2
Ag. Conf. Ctr. / Medic Base 1 252 Poplar Grove Road Boone, NC 28607	4,288	38 Regular Spaces 1 H/C Space	Spray 780 Squeegee 1500	2
Total	50,408	947 Spaces	Spray 9163 Squeegee 17,643 Gallons of Sealant	

TOTAL BID

TOTAL BID PRICE FOR SEALCOATING AND PAVEMENT MARKING

Spray - \$75,612

Squeegee - \$93,254 DOLLARS AND 00/100 CENTS

BIDDER understands that the County reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: _____

Contractor's Name

Signature Title

Printed or Typed Name

Business Address

Seal--if bid is by a corporation.

COUNTY OF WATAUGA

CONSTRUCTION CONTRACT
FOR PAVING PROJECTS

SECTION E

This AGREEMENT made this 11th day of May, 2026 by and between the County of Watauga, hereinafter referred to as the "County," and Carolina Pavement Technology, Inc. hereinafter referred to as the "Contractor," witnesses that the County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

- 1.1. The work is generally described as application of an emulsified asphalt sealcoat to public parking lots and marking of parking lot pavement for automobile parking. The Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the County.

2. Engineer:

- 2.1. The Project has been initiated by the Maintenance Director who is hereinafter referred to as the "Engineer," and who is to act as the County's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

- 3.1. The work will be substantially completed within 20 calendar days from the date when the Contract Time commences.

4. Contract Price:

- 4.1. Contractor's price includes all work incidental to or normally associated with the type of work in this contract.
- 4.2. The County shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ 93,254.00 for sealcoating and pavement marking.

5. Payment Procedures:

- 5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the County will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

- 6.1. In order to induce the County to enter into this agreement, the Contractor makes the following representations:
- 6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

- 7.1. The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:
1. Cover Sheet,
 2. Section A, Advertisement for Bids,
 3. Section B, Instructions to Bidders and General Conditions,
 4. Section C, Specifications and Project Description,
 5. Section D, Proposal,
 6. Section E, Agreement
- 7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that

may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.2. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.3. E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the County and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the County and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the County of all the work therein.

COUNTY OF WATAUGA

CONTRACTOR

By: _____

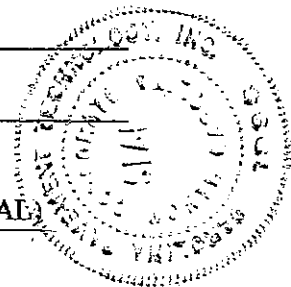
By: Ken Clark

Title: _____

Title: President

(SEAL)

(SEAL)



Attest: _____

Attest: Sandra Clark

Date: _____

Date: 5/11/2026

Address for giving Notices:

Address for giving Notices:

County of Watauga
814 West King Street, Suite 205
Boone, NC 28607

930 W. Chatham St.Cary NC 27511

APPROVED AS TO FORM:

County Attorney

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

Watauga County Finance Director

COUNTY OF WATAUGA

Proposal for Parking Lots Sealcoat and Pavement Marking Project

SECTION D

Hickory Sealing and Striping, Inc.
Name of Bidder

In compliance with your legal Notice to Bidders for the County of Watauga 2021 Paving Project, the undersigned bidder, a corporation organized and existing under the laws of the State of NC, or a partnership of _____, or an individual doing business as _____, of the City of, State of _____, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

COUNTY OF WATAUGA

Proposal for Parking Lot Sealcoat and Pavement Marking Projects

Location	Area (S.Y.)	No. Parking Spaces	Gallons of Sealant	No. of Coats
Administration Building 814 West King Street Boone, NC 28607	304	5 Regular Spaces 1 H/C Space 1 Crosswalk	60	2
Health Dept 126 Poplar Grove Rd. Connector, Boone, NC 28607	6,118	106 Regular Spaces 6 H/C Spaces	1,223	2
Courthouse Complex 842 West King Street Boone, NC 28607	2,413	50 Regular Spaces 5 H/C Spaces 2 Do Not Park Zones	482	2
Water Street Parking Lot 185 North Water Street Boone, NC 28607	1,098	31 Regular Spaces 1 H/C Space	219	2
Watauga Gorge Park 2531 Old Watauga River Road Sugar Grove, NC 28679	880	10 Regular Spaces 1 H/C Space	176	2

Western Watauga Comm. Center 1081 Old US Hwy. 421 Sugar Grove, NC 28679	1,900	31 Regular Spaces 3 H/C Spaces 1 Do Not Park Zone	380	2
Watauga Library 140 Queen Street Boone, NC 28607	3,941	101 Regular Spaces 5 H/C Spaces 60 spaces are numbered or have text 1 Do Not Park zone 2 Arrows	788	2
Law Enforcement Center 184 Hodges Gap Road Boone, NC 28607	4,796	65 Regular Spaces 2 H/C Spaces	959	2
TMSC 660 Brookshire Road Boone, NC 28607	7,761	177 Regular Spaces 12 H/C Spaces	1,552	2
Human Services Center 132 Poplar Grove Rd. Connector Boone, NC 28607	13,122	258 Regular Spaces 15 H/C Spaces 1 Fire Lane 1 Load Zone	2,624	2
Winklers Creek Facility 274 Winklers Creek Road Boone, NC 28607	3,621	18 Regular Spaces 2 H/C Spaces	724	2
East Annex 133 North Water Street Boone, NC 28607	166	3 Regular Spaces 1 H/C Space	33	2
Ag. Conf. Ctr. / Medic Base 1 252 Poplar Grove Road Boone, NC 28607	4,288	38 Regular Spaces 1 H/C Space	857	2
Total	50,408	947 Spaces	10,077 Gallons of Sealant	

TOTAL BID

TOTAL BID PRICE FOR SEALCOATING AND PAVEMENT MARKING

\$105,816.⁰⁰ DOLLARS AND 00 CENTS

BIDDER understands that the County reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: Hickory Sealing and Striping, Inc.
Contractor's Name

Ashley Williams, President
Signature Title

Ashley Williams
Printed or Typed Name

2300 Monteith Lane Connelly Springs, NC 28612
Business Address

Seal--if bid is by a corporation.

Southern Metal Systems

6389 Applewhite Road
Wendell, NC 27591
Ph: 919 366-2023
Fax: 919 366-2364
Email: southernmetalsys@bellsouth.net

Proposal

4-28-26

Project Watauga County Health Dept. Gutter Replacement
 & Medic Base 1 Ridge Closure Replacement

Included:

1. Replace existing gutters with 24 gauge galvalume metal gutters with a PVDF finish to match existing appearance and color as close as possible.
2. Reattach existing downspouts.
3. Replace existing ridge closures with vented metal closure. (12 sq. in. net free area per lf of ridge. rated for 110 mph wind and zero snow infiltration.)
4. Replace missing downspouts.
5. All labor, tools, and equipment to install the above listed items.

Price: \$53,000

Roger Baker
Vice President



April 28, 2026

Mr. Robert Marsh
Watauga County
Boone, NC

We propose to perform the work as stated below:

Health Department

1. Remove existing gutter and dispose of off site.
2. Install new 24 ga Kynar finished metal gutter, style and color to match existing as closely as possible. Gutters carry a 40 year manufacturers finish warranty and a 50 year Galvalume material warranty (see attached)
3. Downspout to be evaluated after removal and replaced as needed on a cost plus basis.
4. Furnish portable toilet facilities for use by construction personnel.
5. We have included all labor, supervision, taxes (sales tax figured for this project to be slated as a capital improvement project), insurance, and equipment required to perform the above stated work.

For the above described work we quote a price of: \$ 52,660.00

Medic Base

1. Remove existing ridge cap.
2. Install new vented ridge
3. Re-install existing ridge cap to provide a watertight condition.
4. Re-install existing downspout (we found it laying beside the building).
5. Furnish portable toilet facilities for use by construction personnel.
6. We have included a 5 year weathertightness warranty on the ridge assembly only.
7. We have included all labor, supervision, taxes (sales tax figured for this project to be slated as a capital improvement project), insurance, and equipment required to perform the above stated work.

For the above described work we quote a price of: \$ 13,188.00

If you have any questions, or if we can be of any further assistance to you, please do not hesitate to give us a call.

Sincerely,
LaFave's Construction Co., Inc.

Chris Crider

Chris Crider
Estimator/ Project Manager

This price is good for 30 days

**TWO LOCATIONS
TO SERVE YOU!**

LANDIS: 100 Cold Water Street | Landis, NC 28098-8146 | (o) 704.857.1171 | (f) 704.857.1172
Mailing Address: PO Box 8146 | Landis, NC 28098-8146
ASHEVILLE: 4075 Haywood Road | Mills River, NC 28759 | (o) 828.890.5006 | (f) 828.890.5005
www.LafavesConstruction.com | www.LafavesMetalRoofing.com

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

AGREEMENT

This Agreement is made and entered into by and between Watauga County, a North Carolina body politic, (hereinafter “the County”), and Southern Metal Systems (hereinafter “Contractor”);

In consideration of the following mutual benefits to the parties, it is agreed:

Contractor shall provide all labor and materials necessary to complete the work, all as described upon the attached April 28, 2026 Proposal. The parties further agree as follows.

The work shall be performed over a continuous period not to exceed 6 weeks and not to extend beyond November 1, 2026. Contractor shall assure that the work is completed in a workmanlike manner, and Contractor acknowledges that the County is relying upon Contractor’s expertise and experience in selection and implementation of personnel, materials and any subcontractors.

The work to be completed by Contractor shall be completed in compliance with all applicable codes, regulations, and laws including (but not limited to) building, fire, and other safety codes.

The work will be completed by Contractor to the reasonable satisfaction of the County’s Maintenance Director.

Contractor acknowledges and understands that the premises where the work is to be completed is public property, and open to the public and County personnel and operations. To the extent the work is done during regular business hours or in the presence of or proximity to County personnel, Contractor will take all necessary measures to assure that the public and personnel are protected, including by providing appropriate

warnings and by assuring that entrance ways and passages are free and clear of construction debris, equipment, and materials, and that the premises remain in a condition where they can continue to be utilized by the public and County personnel.

Contractor shall maintain a policy of general liability insurance with limits not less than \$300,000 and shall provide workers' compensation coverage for all of its employees. Contractor shall further assure that its subcontractors and their employees are provided with workers' compensation coverage according to law. Contractor agrees to indemnify and hold harmless the County, should the County be sued, or any claims be asserted against the County, by paying all damages, costs, and attorneys' fees incurred by the County relating to such, when such claims or suits are the result of negligence or alleged negligence, omissions, or activities of contractor or its employees, providers, agents, or subcontractors.

Contractor shall be responsible for all clean-up as is necessary to complete the work.

The Contractor shall submit for progress payments by the 10th of the month succeeding the work. Invoicing shall be in a form acceptable to the Watauga County Finance Office and shall include a monthly Sales Tax Reporting Form and invoices of all materials that become permanently attached to the structure. Upon completion of the entire Scope of Work, to the satisfaction of the Maintenance Director and proper invoicing, including by allocating the total charges between labor and materials, the Contractor shall be paid \$53,000 by the County, less all previously paid progress payments for the work completed. Prior to the County having any obligation to pay, in addition to completion of the work, Contractor shall provide the

County with proof that all material providers, subcontractors, and independent contractors of Contractor have been paid in full by Contractor.

Contractor will provide a one- year warranty from the date of completion, as to all work and materials provided pursuant hereto.

Should any dispute arise concerning this agreement, litigation concerning such shall be in the General Court of Justice for Watauga County, which is the situs of this contract.

This document constitutes the complete agreement between the parties hereto. There are no oral terms to this agreement, and any additional terms to or modification of this agreement shall be in writing and signed by all parties, in order to have any binding effect.

The invalidity of any portion of this Agreement shall not affect the enforceability of the remaining portions hereof.

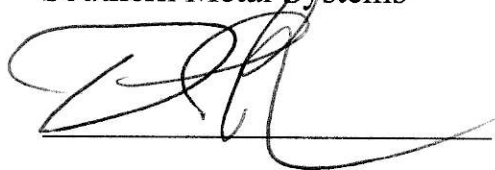
This the 12th day of May, 2026.

WATAUGA COUNTY

By: _____

Date

Southern Metal Systems



Donnie P. Baker

President

Southern Metal Systems

5-12-2026

Date

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

MAINTENANCE MATTERS

C. Bid Award Request for Landscape Services

Manager's Comments:

Mr. Robert Marsh, Maintenance Director, will request the Board award a bid for landscape services at Medic Bases 2 and 3, Watauga River Valle Crucis Access, and Watauga River Gorge Access. Following two rounds of bidding, one proposal was received from Estate Maintenance Company in the amount of \$20,500.

Staff recommends award to Estate Maintenance Company based on previous successful performance on County landscape construction and mowing contracts. Staff has identified funds within the FY 2026-2027 budget to cover the cost of these services.

Board action is required to award the landscape services contract to Estate Maintenance Company in the amount of \$20,500.



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: May 13, 2026

RE: Bid Award Request for Landscape Services

BACKGROUND

Maintenance staff recently conducted a Request for Proposals for landscapes services at Medic Bases 2 and 3, Watauga River Valle Crucis Access and Watauga River Gorge Access. Only one bid was received during the initial round of bidding, therefore, the RFP was re-advertised and a second round of bidding was conducted in hopes of receiving additional bids. On April 21, 2026, a single bid was received from Estate Maintenance Company in the amount of \$20,500.

RECOMMENDATION

Staff recommends the Bid Award be made to Estate Maintenance in the amount of \$20,500.

Estate Maintenance is a licensed NC Landscape Contractor and has previously been awarded landscape construction and mowing contracts with Watauga County. All work has been completed successfully, and there are no outstanding quality of work or non-performance issues related to other contracts.

FISCAL IMPACT

Staff has identified funds in the FY 26-27 budget to cover the cost of these services.

BID FORMScope of Work

Mowing, trimming, leaf removal, mulching and pruning at Medic Base 2, Medic Base 3, Watauga River Valle Crucis River Access and Watauga River Gorge Access as described in the Notice to Bidders.

Bidder Information

Estate Maintenance Company
Name of Bidder

1604
NC Landscape Contractors License Number

Please list your bid for each location listed below.

<u>Location</u>	<u>Bid Amount</u>
Medic Base 2	\$ <u>9500</u>
Medic Base 3	\$ <u>4500</u>
Watauga River Valle Crucis Access	\$ <u>2600</u>
Watauga River Gorge Access	\$ <u>3900</u>
Total Bid for all properties	\$ <u>20,500</u>

Dawn Wallace
Signature of Bidder

4-21-26
Date

* Watauga County reserves the right to reject any or all bids submitted for this project.

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

MAINTENANCE MATTERS

D. Mowing Services Contract Renewal

Manager's Comments:

Mr. Robert Marsh, Maintenance Director, will request the Board approve renewal of the mowing services contract with Estate Maintenance. The current contract expires June 30, 2026. Proposed revisions to the agreement include adjustments to the schedule of values, revised payment scheduling, updated mowing height standards, clarification of the renewal process, and an annual renewal option with a 3% cost escalator.

The proposed FY 2026-2027 contract amount is \$117,665, which is approximately 16% higher than the current contract. Estate Maintenance has provided mowing services for Watauga County since 2009 with satisfactory performance on County mowing and landscape projects. Staff has identified funds within the FY 2026-2027 budget to cover the cost of the service.

Board action is required to approve the mowing services contract renewal with Estate Maintenance in the amount of \$117,665.



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: May 13, 2026

RE: Mowing Services Contract Renewal

BACKGROUND

The contract for mowing services between Watauga County and Estate Maintenance will end on June 30, 2026. The County has been in negotiation with Estate Maintenance since January to see if a new contract could be drafted before the end of the existing term for consideration by the Board of County Commissioners. The new contract is similar to the existing contract with the following revisions:

- The Schedule of Values was adjusted to more closely match the cost of mowing each individual property.
- The Payments to the Contractor have been revised from twelve payments per year to eight payments which will be made April through November each year.
- The mowing heights have been changed to a range of 3 ¼" to 4 ¼" in height.
- The renewal process was revised for clarity.
- The cost of service for FY 26-27 is \$117,665. This is approximately 16% higher than the current contract.
- The contract can be renewed on an annual basis with a 3% cost escalator.

STAFF RECOMMENDATION

Estate Maintenance initially won the bid for mowing services in 2009. Since that time their contract has always renewed based upon the quality of their work and the fair price for their work. In addition, Estate Maintenance has bid many other County projects which have been awarded to them based upon being the low bidder.

FISCAL IMPACT

Staff has identified funds in the FY 26-27 budget to cover the cost of this service.

Estate Maintenance Company

2260 AHO ROAD
BOONE, NC 28607
828-264-7441

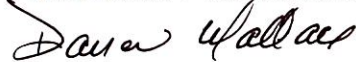
APRIL 28, 2026

TO WHOM IT MAY CONCERN:

ESTATE MAINTENANCE HAS BEEN IN CONTACT AND DISCUSSION WITH COUNTY MAINTENANCE ABOUT THE CURRENT MOWING CONTRACT SINCE JANUARY. WE HAVE BEEN EXAMINING ALL ASPECTS OF THE EXPENSES THAT MAKE UP THIS CONTRACT. AFTER CONSIDERING ALL THE INCREASES IN EQUIPMENT COSTS, EQUIPMENT MAINTENANCE, LABOR FORCE AND FUEL EXPENSES, AND WITH THE WORLD IMPACT ON FUEL COST AND THE TRANSPORT OF MATERIALS, WE HAVE DETERMINED THE PRICE FOR THE NEW MOWING CONTRACT TO BE \$117,665.00. THIS PRICE WILL BE FOR THE FIRST YEAR RENEWAL AND EACH YEAR THEREAFTER WE WILL BE ASKING FOR A 3% COST OF LIVING INCREASE. WE FEEL THIS IS THE MOST ACCURATE AND FAIR PROPOSAL WE CAN OFFER.

WE APPRECIATE BEING ABLE TO PROVIDE THESE SERVICES TO YOU FOR 17 YEARS AT THE MOST REASONABLE RATE WE COULD OFFER.

THANK YOU
DARREN WALLACE



wemcoinc@charter.net

NC Certified Landscape Contractor #1604

CONTRACT FOR MOWING SERVICE

This agreement is made between Watauga County (Owner) and Estate Maintenance Company (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide mowing services for Watauga County including mowing, trimming, litter removal in mowing area and leaf removal at County facilities. The contractor shall provide these services at regular frequencies in order to maintain grass 3 ¼-4 ¼" in height. All clippings shall be removed from sidewalks, roads and mulch beds. Trimming shall be by mechanical or EPA approved herbicide methods.

CONTRACT TERM

The contract shall begin July 1, 2026, and end June 30, 2027. After this term period, the contract may be renewed annually provided the Contractor and County agree to said extensions of the contract. The Contractor may increase the annual contract amount by 3% at each renewal. The contractor shall request extension of the contract including any intent to increase the contract amount by March 15, 2027.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed \$117,665 for services provided per Scope of Contract. Change Orders for additional work must be requested by the Contractor and approved by the County Manager in writing prior to the commencement of the additional work. The Contractor may apply for monthly progress payments. If approved by the County, then a monthly payment will be issued equal to 1/8th of the annual contract amount. The Contractor shall apply for payment at the end of each month beginning in April and continuing through November. Payments by the County to the Contractor shall be disbursed within two weeks in which application for payment was made.

SCHEDULE OF VALUES

PROPERTY	ANNUAL COST
Courthouse Complex 842 West King Street	\$3,845
Health Department 126 Poplar Grove Road Connector	\$3,730
Library 140 Queen Street	\$3,377
Records Storage 139 Health Center Drive	\$1,115
Western Watauga Community Center 1081 Old Hwy. 421, Sugar Grove	\$4,664
West Annex 971 West King Street	\$2,243
Human Services Center 132 Poplar Grove Road Connector	\$5,549
Law Enforcement Center 184 Hodges Gap Road	\$11,660
Parks: Davant Field 245 Clark Street, Blowing Rock Industrial Field 164 Martin Luther King Jr Street Complex Field 231 Complex Drive	\$23,320
Brookshire Park 250 Brookshire Road	\$10,011
Anne Marie Field 283 Martin Luther King Jr Street	\$12,980
Ted Mackorell Soccer Complex 574 Brookshire Road	\$10,791
Recreation Center & Tot Lot 231 Complex Drive	\$17,490
Mountaineer Ruritan Ballfield 1161 Hwy. 321 N, Vilas	\$4,240

Howards Knob Park 604 Howards Knob Road	\$2,650
ANNUAL COST TO ADD ADDITIONAL PROPERTIES	
Old Cove Creek School 207 Dale Adams Road, Sugar Grove	\$7,420

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.
- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and

Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.

- Watauga County shall be listed as “Additional Insured” on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

NON-PERFORMANCE

The County, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit the County from recovering damages caused by the Contractor’s errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then the County may perform work to maintain the County facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse the County for costs incurred by the County in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor’s performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This

subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action of the Board of Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance With Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

This the 28 day of April, 2026.

WATAUGA COUNTY

Estate Maintenance Company

By: _____
Deron Geouque

By: Dana Wallace

County Manager
Watauga County Admin. Bldg.
814 West King Street
Boone, NC 28607

Owner
2260 AHO ROAD
Boone NC 28607

Date

4-28-26

Date

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

Watauga County Finance Director

A G E N D A I T E M 7 :**MAINTENANCE MATTERS*****E. Bid Award Request for Window Washing and High Dusting at the Community Recreation Center*****Manager's Comments:**

Mr. Robert Marsh, Maintenance Director, will request the Board award a contract to Estrada Building Services in the amount of \$24,800 for window washing and high dusting services at the Watauga County Community Recreation Center. Maintenance staff solicited proposals for cleaning of the steel roof trusses, HVAC ductwork, and windows at the facility. Estrada Building Services submitted the only responsive proposal for the project. Administration has identified funds from the miscellaneous project line to cover the cost of the service.

Board action is required to award the contract to Estrada Building Services in the amount of \$24,800.



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: May 12, 2026

RE: Bid Award Request for Window Washing and High Dusting at the
Community Recreation Center

BACKGROUND

Maintenance has been trying to solicit bids for dusting the steel roof trusses and HVAC ducts at the Community Recreation Center for two years. An extensive search on the internet only resulted in three possible vendors for this service.

Atlantic Building Services of Raleigh, NC, has references from ASU and Clemson for cleaning services they perform at those campuses. ABS expressed interest in the project, however, they never followed up with a proposal.

Floor Care Specialist of Danville, VA, said they were well qualified for a project of this scope. They submitted a bid then withdrew their bid after visiting the site and refused to rebid.

Estrada Services of Charlotte, NC, expressed interest in the project. They visited the site and submitted a bid for \$24,800 for high dusting and window washing.

RECOMMENDATION

Staff recommends the County award a contract to Estrada Building Services in the amount of \$24,800 for window washing and high dusting at the Watauga County Recreation Center.

FISCAL IMPACT

Administration has identified funds from the Miscellaneous Project line to cover the cost of this service.



Estrada Building Services

6132 Brookshire Boulevard | Suite A | Charlotte, North Carolina 28216

RECIPIENT:

Watauga County

274 Winklers Creek Road
Boone, North Carolina 28607

SERVICE ADDRESS:

231 Complex Drive
Boone, North Carolina 28607

Quote #705

Sent on Apr 23, 2026

Building Name Watauga Community Recreation Center

Total \$24,800.00

Product/Service	Description	Qty.	Unit Price	Total
High Dusting	Complete high dusting of 4 basketball court area. Work includes 2 floors, dusting above 7ft: hvac ducts, air in/outtake, dividers, structural steel, etc.	1	\$16,000.00	\$16,000.00
High Dusting	Complete high dusting of hvac ducts within the pool areas.	1	\$3,400.00	\$3,400.00
Glass Cleaning - Outside	Exterior glass washed outside.	1	\$1,800.00	\$1,800.00
Glass Cleaning - Inside	Exterior glass washed inside.	1	\$2,100.00	\$2,100.00
Glass Cleaning - Partition	Interior partition glass cleaned on both sides	1	\$300.00	\$300.00
Equipment Rentals	Rental of 32' narrow scissor lift for 1 week. Includes floor protection	1	\$1,200.00	\$1,200.00
Total				\$24,800.00

Thank you for your business. With any questions, please reach out to Kayla McGrath:
kayla.mcgrath@estradabuildingservices.com or call 980.310.2018

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AGREEMENT

This Agreement is made and entered into by and between Watauga County, a North Carolina body politic, (hereinafter “the County”), and Estrada Building Services LLC, (hereinafter “Contractor”);

In consideration of the following mutual benefits to the parties, it is agreed:

Contractor shall provide all labor and materials necessary to complete the work, all as described upon the attached April 23, 2026 Proposal. The parties further agree as follows.

The work shall be performed over a continuous period not to exceed 10 weeks and not to extend beyond August 30, 2026 . Contractor shall assure that the work is completed in a workmanlike manner, and Contractor acknowledges that the County is relying upon Contractor’s expertise and experience in selection and implementation of personnel, materials and any subcontractors.

The work to be completed by Contractor shall be completed in compliance with all applicable codes, regulations, and laws including (but not limited to) building, fire, and other safety codes.

The work will be completed by Contractor to the reasonable satisfaction of the County’s Maintenance Director.

Contractor acknowledges and understands that the premises where the work is to be completed is public property, and open to the public and County personnel and operations. To the extent the work is done during regular business hours or in the presence of or proximity to County personnel, Contractor will take all necessary measures to assure that the public and personnel are protected, including by providing appropriate

warnings and by assuring that entrance ways and passages are free and clear of construction debris, equipment, and materials, and that the premises remain in a condition where they can continue to be utilized by the public and County personnel.

Contractor shall maintain a policy of general liability insurance with limits not less than \$300,000 and shall provide workers' compensation coverage for all of its employees. Contractor shall further assure that its subcontractors and their employees are provided with workers' compensation coverage according to law. Contractor agrees to indemnify and hold harmless the County, should the County be sued, or any claims be asserted against the County, by paying all damages, costs, and attorneys' fees incurred by the County relating to such, when such claims or suits are the result of negligence or alleged negligence, omissions, or activities of contractor or its employees, providers, agents, or subcontractors.

Contractor shall be responsible for all clean-up as is necessary to complete the work.

The Contractor shall submit for progress payments by the 10th of the month succeeding the work. Invoicing shall be in a form acceptable to the Watauga County Finance Office and shall include a monthly Sales Tax Reporting Form and invoices of all materials that become permanently attached to the structure. Upon completion of the entire Scope of Work, to the satisfaction of the Maintenance Director and proper invoicing, including by allocating the total charges between labor and materials, the Contractor shall be paid \$24,800 by the County, less all previously paid progress payments for the work completed. Prior to the County having any obligation to pay, in addition to completion of the work, Contractor shall provide the

County with proof that all material providers, subcontractors, and independent contractors of Contractor have been paid in full by Contractor.

Contractor will provide a one- year warranty from the date of completion, as to all work and materials provided pursuant hereto.

Should any dispute arise concerning this agreement, litigation concerning such shall be in the General Court of Justice for Watauga County, which is the situs of this contract.

This document constitutes the complete agreement between the parties hereto. There are no oral terms to this agreement, and any additional terms to or modification of this agreement shall be in writing and signed by all parties, in order to have any binding effect.

The invalidity of any portion of this Agreement shall not affect the enforceability of the remaining portions hereof.

This the 12th day of May, 2026.

WATAUGA COUNTY

Estrada Building Services LLC

By: _____

Kayla McGrath

6132 Brookshire Blvd

Suite A

Charlotte, NC 28216

Date

Kayla McGrath

Date: 05-12-26

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

EMERGENCY SERVICES MATTERS

A. Civil Work for Transfer Station Tower Access Road Request

Manager's Comments:

Mr. Will Holt, Emergency Services Director, will request the Board approve civil work necessary to improve Hidden Pond Road and extend access to the newly approved transfer station tower site. The work is necessary to begin construction of the new tower, as Hidden Pond Road sustained damage during Hurricane Helene and the existing access does not extend to the final tower site location. Engineered Tower Solutions provided a quote through State contract in the amount of \$245,118. Funds for the project are budgeted within the public safety simulcast infrastructure project.

Board action is required to approve the civil work proposal from Engineered Tower Solutions in the amount of \$245,118.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ EMS ♦ Communications ♦ County Safety

May 12th, 2026

To: Board of Commissioners

CC: Deron Geouque, County Manager
Madison Mathis, Clerk to the Board

Subject: Transfer Station Tower Access Rd

Board of Commissioners,

Please see the attached request for the necessary civil work to improve Hidden Pond Rd and extend same to the newly approved tower site. This work is necessary to begin construction for the new tower as Hidden Pond Rd is in disrepair from Hurricane Helene and the current access also does not extend to the final site location. A quote for this work was provided by Engineered Tower Solutions, per State contract (Item 6 in the Terms) for the amount of \$245,118.00. Funds for this purchase are budget as part of the overall public safety simulcast infrastructure project.

Respectfully,

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



ETS Quotation

Date:

1

2/23/2026

Quote Prepared by:

Steven Quaresima

3227 Wellington Ct.

Raleigh, NC 27615

Ph# 704-968-3729
Steven.Quaresima@ets-pllc.com

Site Number/Job Name: *Watauga Tranfer Station Road Work*

Customer: *Watauga County*

Bid Request Number: 1

Customer Contact: *Will Holt*

Ph#: 828-434-3491

Email: Will.Holt@watgov.org

Scope of Work:

Access Road Work at Transfer Station due to Hurricane Helene Per State Contract

TASK DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
Access Road Maintenance per O&M Site Inspection Report	\$245,118.00	1	\$245,118.00
STA 0+00 Install Stone at Gate Entrance (Due to Construction Traffic)			
STA 2+00 Install Outlet Protection for Culvert			
STA 4+00 Install Outlet Protection, fix erosion			
STA 5+00 Clear Debris and Fix rutting			
STA 6+00 Fix Rutting, add culvert outlet protection, clear debris			
STA 7+00 Fix Rutting			
STA 8+00 Clear Debris			
STA 9+00 Rework the Waterbar			
STA 11+00 Clear Debris			
STA 12+00 Clear Debris			
STA 13+00 Dig out culvert and install outlet protection			
STA 15+00 Dig out culvert, install outlet protection clear debris			
STA 18+00 Install Outlet protection			
STA 23+00 Install outlet protection			
STA 24+00 regrade new road connection			
STA 22+00 to STA 23+00 New 100' Road			
STA 25+00 Fix Rutting			
TOTAL			\$245,118.00

TERMS OF CONTRACT

- 1 Proposal dates: This proposal is valid for 30 days from the quote date indicated at the top of this document.
2 Payment terms: ETS payment terms shall be Net 30 from the date of invoice.
3 Extra work: Extra work, whether requested or imposed on ETS by the customer, shall be billed at a rate of \$132.50/hour/man.
4 Extra materials: Extra material provided by ETS shall be billed at cost plus 15%.
5 Extra expenses: Extra food & lodging expenses shall be billed at a rate \$65 per man - per diem.
6 All Pricing Per State Contract 19-IFB-1107066437-HDE

Exclusions:

Sign _____

Print

Date _____

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

EMERGENCY SERVICES MATTERS

B. Emergency Services Facility Tower Construction Request

Manager's Comments:

Mr. Will Holt, Emergency Services Director, will request the Board approve construction of the communications tower for the new Emergency Services facility. The project includes installation and construction of the tower and associated foundations. The quote for the work was provided in accordance with State contract in the amount of \$106,092.70. Funds for the project are budgeted as part of the construction grant for the new facility.

Board action is required to approve the tower construction proposal in the amount of \$106,092.70.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ EMS ♦ Communications ♦ County Safety

May 12th, 2026

To: Board of Commissioners

CC: Deron Geouque, County Manager
Madison Mathis, Clerk to the Board

Subject: ES Facility Tower

Board of Commissioners,

Please see the attached request for the construction of the communications tower for the new Emergency Services facility. This quote is for the installation and construction of the foundations and tower itself. The quote for this work is \$106,092.70 and was quoted in accordance with State contract. The funds for this are budgeted as part of the construction grant for the new facility.

Respectfully,

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

ETS Quotation # 1

Date: 5/6/2026

**Quote Prepared by:**

Steven Quaresima

3227 Wellington Ct.

Raleigh, NC 27615

Ph# 704-968-3729

Steven.Quaresima@ets-llc.com

Site Number/Job Name: Watauga E911 EMS Facility

Customer Contact: Marty Randall

Customer: Watauga County

Ph#: 828-527-2416

Bid Request Number: 1

Email: Marty.randall@1018consulting.com**Scope of Work:**

Foundation Install & Tower Erection

TASK DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
Permitting (Permit Fees to be Waived by City)	\$250.00	1	\$250.00
Materials	\$56,092.85	1	\$55,862.70
Tower Foundation Materials			
Ice Bridge			
Grounding			
Equipment Rentals			
Labor	\$49,980.00	1	\$49,980.00
Mobilization			
Project Management			
Tower Foundation			
Tower Erection			
Ice Bridge			
Grounding			
TOTAL			\$106,092.70

TERMS OF CONTRACT

- 1 Proposal dates: This proposal is valid for 30 days from the quote date indicated at the top of this document.
- 2 Payment terms: ETS payment terms shall be Net 30 from the date of invoice.
- 3 Extra work: Extra work, whether requested or imposed on ETS by the customer, shall be billed at a rate of \$132.50/hour/man.
- 4 Extra materials: Extra material provided by ETS shall be billed at cost plus 15%.
- 5 Extra expenses: Extra food & lodging expenses shall be billed at a rate \$65 per man - per diem.

Exclusions:

Sign _____ Print _____ Date _____

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

EMERGENCY SERVICES MATTERS

C. Memorandum of Agreement with North Carolina Emergency Management

Manager's Comments:

Mr. Will Holt, Emergency Services Director, will request the Board approve a Memorandum of Agreement with North Carolina Emergency Management related to the Hurricane Helene Hazard Mitigation Grant Program (HMGP). The County has completed significant work associated with the HMGP property acquisition and elevation program, and the proposed agreement will allow the State to complete the process with interested property owners identified within the agreement.

Board action is required to approve the Memorandum of Agreement as presented.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ EMS ♦ Communications ♦ County Safety

May 12th, 2026

To: Board of Commissioners

CC: Deron Geouque, County Manager
Madison Mathis, Clerk to the Board

Subject: North Carolina Emergency Management MOA

Board of Commissioners,

Please see the attached Memorandum of Agreement for completion of the Hurricane Helene related Hazard Mitigation Grant Program (HMGP) property acquisitions and elevations. The County has already engaged in significant work to this point on the HMGP program and this MOA allows the State to complete that work with interested property owners as identified in the MOA. Board approval is requested.

Respectfully,

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

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

COUNTY OF WATAUGA

MEMORANDUM OF AGREEMENT (MOA)

MOA#: 4827-0022

DPS Fund Code:4827DRNCP00000225

MOA Amount: \$2,590,077.25

County: Watauga

Tax ID/EIN#: 56-6001816

FIPS#: 37189

MOA Period of Performance: See Section 22. Period of Agreement/Period of Performance.

This Memorandum of Agreement (“MOA” or “Agreement”) is made by and between the **COUNTY OF WATAUGA** (“County” or SUBRECIPIENT/SUBGRANTEE), and the **NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT** (“State” or “NCEM” or AGENCY/GRANTEE). For the purposes of this memorandum, the County of Watauga will be referred to as “County” throughout this document and the North Carolina Department of Public Safety, Division of Emergency Management will be referred to as “State.”

WHEREAS, the County of Watauga completed the State Centric Election Form for all North Carolina Sub-Applicants (Subrecipients) and selected the Opt-In Section agreeing to participate in the State Centric Model this the 19th day of March, 2026; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the State and the County represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the State and the County do mutually agree as follows:

(1) **SCOPE OF WORK**

The State and County shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4827-0022**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

FEMA has also reviewed the Subrecipient Management Costs (SRMC) documentation for this project and has awarded SRMC in the amount of **\$55,000.00** as noted in the table below. This amount reflects the first increment of SRMC. Subrecipient Management Costs must be implemented in accordance with the 2024 Hazard Mitigation Assistance Program and Policy Guide Part 13 B.

Project	SRMC Available (5%) *	SRMC Awarded	SRMC Remaining
4827-0022	\$129,503.86	\$55,000.00	\$74,503.86

The “SRMC Available” amount listed above is the total amount that is available for the lifespan of the project and is based on the current approved Total Project Costs. The SRMC Available amount is subject to change based on cost underruns or cost overruns or property withdrawals. Properties that are withdrawn from the project after award will lessen the overall SRMC Available amount.

The “SRMC Awarded” amount reflects the SRMC Awarded at the time of the FEMA award for SRMC costs. This number is based on estimates that were provided to FEMA at the application stage. Upon request and justification from the County, the State can seek the release of additional “SRMC Remaining” funds for the County beyond the initial SRMC Awarded amount.

*To receive any reimbursement of SRMC funds, whether designated Awarded, Available, or Remaining, the County must justify work **actually performed through the submission of the reimbursement forms found in Attachment B to the State**. The County will submit Requests for Reimbursements (RFRs) through the designated submission platform (e.g., Salesforce, EM Grants) using the form found below in **Attachment B**.*

The State, on behalf of the County will acquire and demolish seven (7) residential structures listed in the table below and return the land to green space. **The deed to the property will be transferred to the County of Watauga with restrictions imposed for the site to remain as open space in perpetuity consistent with Title 44 of the Code of Federal Regulations (C.F.R.) §Part 80.**

The County will also be required to maintain the property in accordance with the floodplain management criteria of 44 C.F.R. §60.3 and to comply with any local or state ordinance requirements.

Site Locations:

	Address	City	State	ZIP	Latitude	Longitude
1.	172 Alex Pl.	Boone	NC	28607	36.242003	-81.595830
2.	1750 N. Pine Run Rd.	Boone	NC	28607	36.245182	-81.594299
3.	293 Clint Lewis Rd.	Boone	NC	28607	36.242019	-81.657011
4.	317 Wards Branch Rd.	Sugar Grove	NC	28679	36.254597	-81.831376
5.	449 Camp Rock Rd.	Boone	NC	28607	36.200007	-81.629428
6.	816 Howard Edmisten Rd.	Sugar Grove	NC	28679	36.245071	-81.820479
7.	936 Friendship Church Rd.	Boone	NC	28607	36.178102	-81.622357

REST OF PAGE INTENTIONALLY BLANK

(2)

CONDITIONS**AGENCY/GRANTEE (State) shall:**

- 1) Provide oversight to all contract work and be the initial point of contact for the County to obtain answers to questions on behalf of homeowners or local leadership (**See Attachment A**).
- 2) Process reimbursement requests for all billable time of the County. The State will provide support for filling out these requests in the form of providing documents and advice regarding the reimbursement process. If a reimbursement is returned for lack of information or documentation, Hazard Mitigation Section Project Managers (PM) will contact the designated County POC to discuss what is missing so corrections can be timely made and resubmitted for payment. The County must submit complete documentation acceptable to the State to receive reimbursement. Attached to this MOA are blank reimbursement forms for the County to submit their documentation to the State. (**Attachment B**).
- 3) Be available to meet with County leadership if any questions about the project need to be answered in a public forum. The County POC should notify the HM Project Manager as far in advance as possible so schedules can be worked out to attend County meetings. Acknowledgement of request/decision by HM to meet with County leadership will be communicated within 14 calendar days to County POC.
- 4) Coordinate contracts related to this project. The coordination of contracts will include the preparation, submission, review, and selection of contractors for each project. As part of these responsibilities, the State will review Cost Reports for invoices incurred and review and approve eligible expenses against project.
- 5) Set up and deliver the **Project Kick-Off** Meeting with the County and Contractor to review and receive feedback from the County on the project budget, project scope of work, project timelines/milestones, and associated roles and responsibilities between State, County, and Contractors. The State will deliver this meeting and County participation will be required.
- 6) Be available to answer any questions regarding the conditions and responsibilities of the County that are outlined in this Agreement. The role of the State, in addition to procurement-related and project management activities, is to be a resource for information and subject matter expertise.

SUBRECIPIENT/SUBGRANTEE (COUNTY) shall:

1) Serve as point of contact with homeowners from application intake to project completion. County responsibilities will include communicating with homeowners about project progress and collecting the documents necessary for project success that may be required of the State and Contractor.

Specifically, some of the tasks of the County may include, but are not limited to:

- Assisting homeowners/property owners with the Homeowner Document Packet.
- Executing the duplication of benefits analysis with the homeowner and the collection of documents necessary to this analysis.
- Periodic phone calls/updates to the homeowner.
- Scheduling appointments for contractor visits to the home.
- Attending meetings regarding contract work **(See Attachment A)**.

All of these and other related activities and the time spent must be documented on the SRMC forms in order to receive reimbursement. **(See Attachment B)**.

In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. As noted above, the County shall perform a duplication of benefits analysis and notify the State of the existence of any insurance coverage for the costs identified in the approved project application, and of any other entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funds, Minimum Home Repair funds, and other Federal, State, and private funding. ***The State will provide a DOB spreadsheet to the County that will provide assistance in confirming the existence of FEMA, State, and NFIP funding to assist in the DOB analysis.*** The County will be responsible for collecting documents from the homeowner to confirm or deny the proper use of all prior recovery funds. At the end of this process, the County will also be responsible for collecting a DOB affidavit from the homeowner.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Take part in all pre-construction, pre-project, and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project.

The State may require additional reports as needed in order to complete the project before the end of the Period of Performance (POP) established by FEMA in the FEMA award letter. Such additional reports could include new and additional FEMA requirements. The County shall, as soon as possible, provide any additional reports or documentation requested by the State. The State contact will be the HM Project Manager for all reports and requests for reimbursement. In addition, the initial POP established in the FEMA Award letter may be extended. The State will notify the County by letter of any such extensions through communication to the Designated Agent.

4) The County shall be present at all acquisitions closings to take title and possession of the properties acquired in the project. The County shall maintain and utilize the properties in open space or other allowable and agreed upon conditions in perpetuity. The County shall ensure compliance with the deed restrictions and flood insurance requirements for the properties.

5) Submit SRMC reimbursement requests of billable hours spent conducting the above tasks to the State. Reimbursement requests will be made through the designated submission platform (e.g. Salesforce, EM Grants). The State will be available to assist with any questions about using the designated submission platform or reimbursements. Each reimbursement request at a minimum must include:

- County Point of Contact's (POC) Name
- Task Being charged for (to include property address)
- Rate for POC
- Number of hours being reimbursed

To receive SRMC funds under this agreement, the County shall complete the Designated Agent Form and forward it to the HM Project Manager. If the County designates different representatives or designated agents, the County shall notify the State within 30 calendar days of this change. If the new agent is not already listed on the current Designated Agent form as a Secondary Agent, the County will be required to fill out and provide an updated form.

6) A standardized form will be used in the submission for SRMC funds. The State has provided this form in **Attachment B**. The State can provide additional forms if the County requests.

(3) BUDGET AND FUNDING

The State and County will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **4827-0022**;

Cost Center: ????????????????

Budget Information Total/Total Project Costs: **\$2,590,077.25**

**** Amount above does not include SRMC. SRMC amount is subject to change based on cost underruns or cost overruns or property withdrawals. HMGP funding shall only be used for those items specified in the Scope of Work referenced above.*

(4) COMPENSATION

The State will provide the Subrecipient Management Cost funds to the County as provided and allocated by FEMA in the Award Letter dated **March 4, 2026**. To receive SRMC funds, the County must justify time spent on the project by the submitting SRMC Cost Form (**Attachment B**) for the project tasks and awarded properties listed above. The County may submit this SRMC Cost Form every 30 days or whenever is most convenient to the County. The SRMC Cost Form must be submitted through the designated submission platform. SRMC funds are subject to change based on cost underruns or cost overruns or property withdrawals (**See Section 1**).

Any funds not expended by the end of the Period of Performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) DEOBLIGATION

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 C.F.R. 200.339, 200.345, 200.346, the State must disallow or de-obligate all remaining Subrecipient Management Cost funds at the end of the project's Period of Performance.

(6) REIMBURSEMENT

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the County after receipt of properly completed Requests for Reimbursement through the designated submission platform (**See Attachment B**).

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The County and the State shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF AGREEMENT**

Either party may request modification of the provisions of this Agreement upon written mutual agreement of the Parties. Examples of such modifications may include but are not limited to changes in the Scope of Work, Cost, Period of Performance extensions, or extensions of this Agreement itself. These changes, which are mutually agreed upon, shall be valid only when agreed upon in writing by both parties.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of the State and County shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the State and County for **5 years** following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

The County, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the State, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the State.

The County shall also provide the State with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(10)

LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the County shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, the County agrees that it is not an employee or agent of the State, but is an independent contractor.
- (c) The County agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by the State or any other recipient or subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11)

DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the State to make any further payment of funds hereunder shall, if the State so elects, terminate, and the State may at its option exercise any of its remedies set forth herein, but the State may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the County in this Agreement or any previous Agreement with the State shall at any time be false or misleading in any respect, or if the County shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the State and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any reports required by this Agreement have not been submitted to the State or have been submitted with incorrect, incomplete, or insufficient information.

Note: If any reports required by this Agreement were not submitted or were submitted with incorrect, incomplete, or insufficient information and this failure was based on a reasonable reliance on information or guidance from the State that itself turned out to be incorrect and such reliance can be demonstrated, then this reliance and the resulting reports or lack thereof will not constitute an Event of Default under this Agreement.

3. If the County elects not to perform any of the work/conditions called for under this Agreement or perform in a timely manner;
4. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, DHS, FEMA, the N.C. General Assembly, or the Office of State Budget and Management; and
5. Additional conditions of default include but are not limited to misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, and refusal by the County to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

- (b) **Termination for Cause.** Upon the happening of an Event of Default, the State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared (“Notice to Cure”). The County shall have ten (10) days from receipt of the Notice to Cure or unless a shorter time is determined by the State to be necessary. Upon written notice to the County and upon the County’s failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the State from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement for cause, provided that the County is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the Designated Agent and address listed below:

**William Holt
Emergency Services Director
Watauga County
184 Hodges Gap Rd., Ste. D
Boone, NC 28607**

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Exercise any other rights or remedies which may otherwise be available under law.

- (c) **Termination For Convenience.** In addition to Termination for Cause, the State may terminate this Agreement at any time by providing thirty (30) days' notice in writing from the State to the County. If the Agreement is terminated by the State as provided in this Section, the State shall reimburse the County for those eligible items for which such option is exercised, less any payment or compensation previously made. The County will not be able to receive reimbursement for any eligible activities performed after the date of the notice in writing.
- (d) Suspension or termination constitutes final State action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The County shall return funds to the State if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the County shall not be relieved of liability to the State by virtue of any breach of Agreement by the County. The State may, to the extent authorized by law, withhold any payments to the County for purpose of set-off until such time as the exact amount of damages due the State from the County is determined.

(12) **OTHER PROVISIONS**

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the County, in the Application, in any subsequent submission or response to the State request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the State and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the State from all its obligations to the County. As noted above in Section 11(2), if any inaccurate information provided by the County is the result of a reliance on incorrect information provided by the State and such reliance can be demonstrated, then termination under this provision shall not apply.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the State of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the State hereunder or affect the subsequent exercise of the same right or remedy by the State for any further or subsequent default by the County. Any power of approval or disapproval granted to the State under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

- (a) If the County subcontracts any or all of the tasks or work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the State.
- (b) The County agrees to include in the subcontract that the subcontractor shall hold the State and County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the County subcontracts work contemplated under this Agreement, a copy of the executed subcontract must be forwarded to the State within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement with other parties shall in no way relieve the County of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The State and the County agree to be bound by the following standard conditions:

- (a) The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress, the Department of Homeland Security, and FEMA providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) The State reserves the right to unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the County in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The County shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the County must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

SUBRECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this Agreement been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above;
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The County certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The County also certifies that the undersigned possesses the authority to legally execute and bind the County to the terms of this Agreement.

(19) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

- | | |
|-----------------|---|
| 1. Attachment A | Agency and Subrecipient Conditions |
| 2. Attachment B | Subrecipient Management Cost Form |
| 3. Attachment C | Lobbying Prohibition/Certification |
| 4. Attachment D | FEMA Required Contract Provisions, FEMA Rules and Regulations |

(20) FEMA REQUIRED CONTRACT PROVISIONS

The County shall comply with the applicable FEMA Required Contract Provisions, attached as **Attachment D** and incorporated by reference into this Agreement as if fully set out herein.

(21) **HAZARD MITIGATION PLAN**

If the County is a local governmental entity, the County shall complete, adopt, and, update -- if the County has not already -- an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 C.F.R. 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the State. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(22) **PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate 120 days after the expiration of the Period of Performance (POP). It may also be terminated earlier in accordance with the provisions of paragraphs (8), (11), (12) or (17) or the closeout of the project contemplated under this Agreement. This Agreement may be extended as necessary per Section 8. The POP expires on **April 27, 2030**.

The POP may be extended beyond the original date by extensions that the State may request, and FEMA may grant. **Subrecipient management costs incurred after the Period of Performance are not eligible for reimbursement.** If the initial POP is extended, the State will notify the County of such an extension prior to the expiration of the POP and will seek a Modification per Section 8 of this Agreement. If the original POP is not extended, the State will notify the County of the expiration of the POP. In the event the POP is not extended, the County will be required to submit all documents necessary for closeout contemplated under this Agreement within 30 days of the expiration of the POP. If documentation is not submitted within 30 days after the expiration of the POP, the County may forfeit the ability to receive reimbursements for subrecipient management costs.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the SUBRECIPIENT/SUBGRANTEE have each executed this Agreement, on this day of _____.

**CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY**

WITNESS:

**BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____**

WITNESS:

**BY: _____
CAROLINE VALAND
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____**

WITNESS:

**BY: _____
WILLIAM HOLT
EMERGENCY SERVICES DIRECTOR
WATAUGA COUNTY
FEDERAL EMPLOYER I.D. #56-6001816
DATE _____**

APPROVED AS TO PROCEDURES:

**BY: _____
SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE _____**

**APPROVED AS TO FORM SUBJECT TO EXECUTION BY CAROLINE VALAND, CHIEF DEPUTY SECRETARY
OF THE DEPARTMENT OF PUBLIC SAFETY.**

DEPARTMENT OF PUBLIC SAFETY

**BY: _____
WILL POLK
DEPUTY GENERAL COUNSEL**

ATTACHMENT A: AGENCY AND SUBRECIPIENT CONDITIONS

State Centric Model Agency & Subrecipient Obligations (Opt-In)			
Project Phase	Agency / State	Subrecipient / County	Contractor / Vendor
Project Development Phase	Application is built and submitted to FEMA as Applicant and Counties are Subrecipients.	Conduct intake/nominate properties.	N/A
FEMA Award Letter Received	- Contracts set up and bid out. - MOA prepared and submitted to County for review and signature.	Coordinate with homeowners to answer questions, identify withdrawals, collect documents, and other information needed for project success.	- Responds to bid requests. - Signs BAFO. - Contracts directly with State.
Project Management	- Project Managers conduct kick-off meeting and additional meetings to support the project. - Provide oversight to all contract work and be the initial point of contact for the County to obtain answers to questions on behalf of homeowners or local leadership. - Perform periodic QA/QC inspections.	- Coordinate with Contractors to administer needed permits and DOT requirements, needed for project success. - Participate in all scheduled meetings with State and Contractor. - Coordinate with homeowners to provide information on Contractor visits and answer other project-related questions. - Submit SRMC reimbursement request as needed.	- Requests needed permits for project completion from County. - Begin work and meet timeline quotas.
Project Completion	- Work completion verified. - Additional QA/QC inspections performed if needed.	Be present for all closings and ensure deed restriction compliance.	Notify State of work completion.
Request for Reimbursement / Request for Subrecipient Management Costs (SRMC)	- Requests for Reimbursement are received and processed. - Requests for SRMC are received and processed.	Submit any remaining requests for reimbursement to the State for charges incurred during project. Counties will produce (by deadline) reports, receipts, and other documents requested by State.	Submit request for payment to the State.
Closeout Phase/Post-Closeout	- Verify work/receipts and reimburses County. - Contractors are paid directly by the State. - State closes out project.	- Payment received for SRMC. - After project completion and closeout, the County shall ensure compliance with 44 C.F.R. 60.3 and Part 80.	Payment received.

ATTACHMENT B: SUBRECIPIENT MANAGEMENT COSTS FORM

Project #: _____ COUNTY: _____ Modification #: N/A

Applicant Name: _____

Project Title: _____

Point of Contact

Name: _____ Title: _____

Agency: _____ Address: _____

Phone: _____ Email: _____

Current Federal Share Amount: \$ _____ Cost Share Percentage: _____

Total Project Costs	
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	

Subrecipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/Hours = Hourly Rate)

Position	Base Rate	Fringe %					Total Rate	Hours	Costs
		FICA	Health Insurance	Life Insurance	Retirement	Other			
							\$-		\$-
							\$-		\$-
							\$-		\$-
							\$-		\$-
Pre-Award							\$-		\$-
Estimated Subtotal:									\$-

Narrative:

--

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

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

Total Estimated Subrecipient Management Cost Request:

\$ -

Maximum amount that can be claimed (5%)

If negative, adjust budget above by amount shown

Pre-award Subrecipient Management Cost is requested in the amount of:

Pre-award activities were performed by (Position(s) or Company):

Estimated Start Date:

Please select an option below:

--

Solicitation, review, and processing of Subapplications and subawards

Subapplication development regarding feasibility and effectiveness, and BCA

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

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

Annual Breakdown of Estimated SRMC			
Year 1	Year 2	Year 3	Total Estimated SRMC
			\$ -

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign

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

****Authorized Agent must sign for declining funds**

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

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

Name: _____

Authorization: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT C : CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT/SUBGRANTEE's authorized official, **William Holt**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of SUBRECIPIENT/SUBGRANTEE's Authorized Official

William Holt

Name and Title of SUBRECIPIENT/SUBGRANTEE's Authorized Official

Date

ATTACHMENT D: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 C.F.R. Part 200, Appendix II)

To the extent applicable, the following are the requirements that SUBRECIPIENT/SUBGRANTEE must agree to in order to be awarded any funds under this Agreement.

1. **No Governmental Non-Competes.** SUBRECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in SUBRECIPIENT/SUBGRANTEE's Agreement that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Agreement. By executing this Agreement, the SUBRECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** SUBRECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this agreement relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** Upon the happening of an Event of Default, AGENCY/GRANTEE shall give written notice of the conditions of default, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The SUBRECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or unless a shorter time is determined by the AGENCY/GRANTEE to be necessary. The AGENCY/GRANTEE shall effect termination according to the following procedure: any longer period that is set forth in the Notice to Cure to cure the default. Upon written notice to the County and upon the County's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the State from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - a. Terminate this Agreement for Cause, provided that the County is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the Designated Agent.
 - b. Commence an appropriate legal or equitable action to enforce performance of this Agreement
 - c. Withhold or suspend payment of all or any part of a request for payment
 - d. Exercise any other rights or remedies which may otherwise be available under law
4. **Termination For Convenience.** The AGENCY/GRANTEE may terminate this Agreement at any time by providing thirty (30) days' notice in writing from the AGENCY/GRANTEE to the SUBRECIPIENT/SUBGRANTEE. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made. SUBRECIPIENT/SUBGRANTEE will not be able to receive reimbursement for any eligible activities performed after the date of the notice in writing.
5. **Funding Contingency.** The Agreement may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Agreement awarded, the State is under no obligation to make any payments to the SUBRECIPIENT/SUBGRANTEE.

6. **Equal Employment Opportunity.** During the performance of this Agreement, the SUBRECIPIENT/SUBGRANTEE agrees as follows:
- a. The SUBRECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The SUBRECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The SUBRECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT/SUBGRANTEE's legal duty to furnish information.
 - d. The SUBRECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT/SUBGRANTEE's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The SUBRECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The SUBRECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the SUBRECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The SUBRECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or SUBRECIPIENT/SUBGRANTEE. The SUBRECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or SUBRECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the SUBRECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.
- The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of SUBRECIPIENT/SUBGRANTEE and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a SUBRECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon SUBRECIPIENT/SUBGRANTEE and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received

from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **Anti-Discrimination.** SUBRECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.
8. **Debarment and Suspension.**
 - a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the SUBRECIPIENT/SUBGRANTEE is required to verify that none of the SUBRECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The SUBRECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by State. If it is later determined that the SUBRECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The SUBRECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The SUBRECIPIENT/SUBGRANTEE further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).** SUBRECIPIENT/SUBGRANTEE's who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
Required Certification. If applicable, RECIPIENTS/SUBGRANTEE must sign and submit to the SUBRECIPIENT/SUBGRANTEE the certification in Attachment C.

10. **Access to Records.** The following access to records requirements apply to this Agreement:
- a. The SUBRECIPIENT/SUBGRANTEE agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT/SUBGRANTEE which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The SUBRECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The SUBRECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
 - d. In compliance with the Disaster Recovery Act of 2018, State and the SUBRECIPIENT/SUBGRANTEE acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
 - e. SUBRECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of SUBRECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.
11. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
12. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
13. **Personnel.** SUBRECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Agreement. Such personnel shall not be employees of NCEM or have any direct contractual relationship with NCEM that provides direct support to HMGP programs providing comparable services. All of the work contemplated in this Agreement will be performed by SUBRECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Agreement.
14. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** SUBRECIPIENT/SUBGRANTEE represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
15. **Program Fraud and False or Fraudulent Statements or Related Acts.** SUBRECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the Agreement.
17. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The SUBRECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
18. **DHS Seal, Logo, and Flags.** The SUBRECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
19. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - b. *Prohibitions.*
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the SUBRECIPIENT/SUBGRANTEE and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - c. *Exceptions.*
 - i. This clause does not prohibit RECIPIENT/SUBGRNATEE and its sub-contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to;
1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

- i. In the event the RECIPIENT/SUBGRNATEE or its sub-contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the RECIPIENT/SUBGRATEE or subcontractor is notified of such by a subcontractor at any tier or by any other source, the subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The SUBRECIPIENT/SUBGRANTEE shall report the following information pursuant to paragraph (d)(1) of this clause:
 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

- e. *Subcontracts.* The SUBRECIPIENT/SUBGRANTEE shall insert the substance of this clause, including this paragraph (e), in all contracts, subcontracts, and other contractual instruments.

20. System For Awards Management. SUBRECIPIENT/SUBGRANTEE shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that subcontractors have not been suspended or debarred from doing business with federal or State government.

21. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see www.dhs.gov/publications/dhs-standard-terms-and-conditions.
22. **Termination for Unavailable Funding.** The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to AGENCY/GRANTEE to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to AGENCY/GRANTEE for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party.
23. **Iran Divestment Act Certification.** SUBRECIPIENT/SUBGRANTEE certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), SUBRECIPIENT/SUBGRANTEE shall not utilize in the performance of the Agreement any contractor or subcontractor that is identified on the Final Divestment List.
24. **Client Data and Other Sensitive Information.** SUBRECIPIENT/SUBGRANTEE must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
25. **Funding Contingency.** The Agreement may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Agreement awarded, the State is under no obligation to make any payments to the SUBRECIPIENT/SUBGRANTEE.

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

TAX MATTERS

A. Monthly Collections Report

Manager's Comments:

Mr. Tyler Rash, Tax Administrator, will present the Monthly Collections Report for April 2026, and be available for questions and discussion.

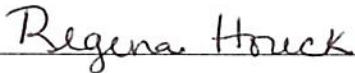
The report is for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

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

Monthly Report April 2026

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2025	364,009.50	44,328,889.49	98.32%	98.11%
Prior Year Taxes	108,954.73	626,762.02		
Solid Waste User Fees	37,407.68	3,763,939.93	97.00%	97.00%
 Total County Funds	 \$510,371.91	 \$48,719,591.44		
<u>Fire Districts</u>				
Foscoe Fire	4,503.07	703,198.04	98.79%	98.50%
Boone Fire	14,176.19	1,351,594.28	98.53%	98.16%
Fall Creek Service Dist.	16.09	13,928.37	96.66%	96.58%
Beaver Dam Fire	2,076.87	137,754.55	96.09%	95.88%
Stewart Simmons Fire	4,963.72	457,050.02	98.55%	99.00%
Zionville Fire	1,549.96	156,495.56	96.46%	96.41%
Cove Creek Fire	2,936.03	354,736.69	97.35%	97.51%
Shawnee-haw Fire	3,734.83	170,482.63	98.40%	98.36%
Meat Camp Fire	4,794.12	319,836.65	96.43%	96.01%
Deep Gap Fire	2,234.60	278,180.74	97.37%	95.59%
Todd Fire	1,277.82	79,034.98	98.51%	98.23%
Blowing Rock Fire	4,911.34	745,372.99	98.83%	98.09%
M.C. Creston Fire	131.27	7,402.05	92.82%	91.24%
Foscoe Service District	215.88	110,285.10	98.95%	98.39%
Beech Mtn. Service Dist.	1.25	2,872.05	99.47%	99.44%
Cove Creek Service Dist.	0.00	336.65	100.00%	99.40%
Shawnee-haw Service Dist	850.84	8,521.36	96.17%	96.18%
 Total Fire Districts	 48,373.88	 4,897,082.71		
<u>Towns</u>				
Boone	71,817.44	9,563,958.86	99.01%	98.95%
Municipal Services	1,896.40	295,038.69	98.22%	99.13%
 Total Town Taxes	 \$73,713.84	 \$9,858,997.55		
 Total Amount Collected	 \$632,459.63	 \$63,475,671.70		

 Tax Collections Director

 Tax Administrator

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

TAX MATTERS

B. Refunds and Releases

Manager's Comments:

Mr. Tyler Rash, Tax Administrator, will present the Refunds and Releases for April 2026, and be available for questions and discussion.

Board action is requested to accept the April 2026 Refunds and Releases Report.

RELEASES - 04/01/2026 TO 04/30/2026

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1633429 BISHOP, AARON HENRY 189 LOST BRANCH TRL VILAS, NC 28692	RE 2025 1995-33-3411-000 TAX RELEASES HOME SUFFERED HELENE DAMAGE.	30159	04/29/2026	F06	12705	131,600	F06 G01	65.80 418.49 ----- 484.29
1634427 DISHMAN, WILLIAM AND CAROL DISHMAN, CARTER AND ELIZABETH 1364 PEORIA RD SUGAR GROVE, NC 28679	RE 2024 1953-12-4724-000 TAX RELEASES PARCEL DEACTIVATED IN 2023.	13942	04/20/2026	F04	12698	0	SWF	102.87
1634427 DISHMAN, WILLIAM AND CAROL DISHMAN, CARTER AND ELIZABETH 1364 PEORIA RD SUGAR GROVE, NC 28679	RE 2025 1953-12-4724-000 TAX RELEASES PARCEL DEACTIVATED IN 2023.	20871	04/20/2026	F04	12699	0	F04 G01 SWF	298.50 1,898.46 115.00 ----- 2,311.96
1849746 HODKINSON, BRIAN PAUL HODKINSON, BEATRIZ CHRISTINE 119 SUMMER DAY DR BLOWING ROCK, NC 28605	RE 2025 1887-74-1681-000 TAX ADJUSTMENTS HOUSE BILLED AS COMPLETE.ONLY	1000090	04/09/2026	F12	12693 50% 1/1/25	984,800	F12 G01	492.40 3,131.66 ----- 3,624.06
1343540 JORDAN, TEXIE L C/O LYNN ASHWANDER 149 COUNTY ROAD 468 HANCEVILLE, AL 35077-8071	PP 2023 367209000 TAX RELEASES PP BILLED UNDER 1620990	2090	04/20/2026	F04	12696	0	G01 F04 SWF G01L F04L	20.51 3.23 102.87 2.05 .32 ----- 128.98
1343540 JORDAN, TEXIE L C/O LYNN ASHWANDER 149 COUNTY ROAD 468 HANCEVILLE, AL 35077-8071	PP 2024 367209000 TAX RELEASES PP BILLED UNDER 1620990	2107	04/20/2026	F04	12695	0	G01 F04 SWF G01L F04L	19.91 3.13 102.87 1.99 .31 ----- 128.21
1343540 JORDAN, TEXIE L C/O LYNN ASHWANDER 149 COUNTY ROAD 468 HANCEVILLE, AL 35077-8071	PP 2025 367209000 TAX RELEASES PP BILLED UNDER 1620990	2290	04/20/2026	F04	12694	0	G01 F04 SWF G01L F04L	19.46 3.06 115.00 1.95 .31 ----- 139.78

RELEASES - 04/01/2026 TO 04/30/2026

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1544448 NAOUM, RICHARD N NAOUM, STEPHANIE A 1932 BALL BRANCH RD BOONE, NC 28607	RE 2021 2903-52-9288-000 REFUND RELEASE HOME DOUBLE BILLED SINCE 2010. ONLY 1 HOME ON PARCEL.	37576	04/21/2026	F09	12704	130,400	F09 G01 SWF	65.20
								525.51
								80.00
								----- 670.71
1544448 NAOUM, RICHARD N NAOUM, STEPHANIE A 1932 BALL BRANCH RD BOONE, NC 28607	RE 2022 2903-52-9288-000 REFUND RELEASE HOME DOUBLE BILLED SINCE 2010.	37547	04/21/2026	F09	12703	226,800	F09 G01 SWF	113.40
								721.23
								80.00
								----- 914.63
1544448 NAOUM, RICHARD N NAOUM, STEPHANIE A 1932 BALL BRANCH RD BOONE, NC 28607	RE 2023 2903-52-9288-000 REFUND RELEASE HOME DOUBLE BILLED SINCE 2010.	37480	04/21/2026	F09	12702	226,800	F09 G01 SWF	113.40
								721.23
								102.87
								----- 937.50
1544448 NAOUM, RICHARD N NAOUM, STEPHANIE A 1932 BALL BRANCH RD BOONE, NC 28607	RE 2024 2903-52-9288-000 REFUND RELEASE HOME DOUBLE BILLED SINCE 2010.	37399	04/21/2026	F09	12701	226,800	F09 G01 SWF	113.40
								721.23
								102.87
								----- 937.50
1544448 NAOUM, RICHARD N NAOUM, STEPHANIE A 1932 BALL BRANCH RD BOONE, NC 28607	RE 2025 2903-52-9288-000 REFUND RELEASE HOME DOUBLE BILLED SINCE 2010.	44500	04/21/2026	F09	12700	226,800	F09 G01 SWF	113.40
								721.23
								115.00
								----- 949.63
1868725 RODGERS, BEVERLY MARKEY 322 W GLENVIEW DR SALISBURY, NC 28147	RE 2025 1000136 04/20/2026 1897-64-7472-000 F12 TAX RELEASES 12697 NO CONSTRUCTION AS OF 1/1/25. PERMIT WASN'T ISSUED UNTIL 2/2025.					0	F12 G01	260.25
								1,655.19
								----- 1,915.44
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 3906 1557 C02 TAX RELEASES 253906 PUBLIC UTILITY BILLED IN ERROR. NO PROPERTY IN COUNTY AS OF 1/1/24.					0	C02 G01	2,722.20
								2,219.64
								----- 4,941.84
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 3906 04/09/2026 1557 C02 TAX RELEASES 12687 PUBLIC UTILITY BILLED IN ERROR. NO PROPERTY IN COUNTY AS OF 1/1/24.					0	C02 G01	2,722.20
								2,219.64
								----- 4,941.84

RELEASES - 04/01/2026 TO 04/30/2026

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	VALUE REF NO	CHARGE	AMOUNT
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1558	3907		F12	253907	0 F12	99.24
						G01	631.13

							730.37
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1558	3907	04/09/2026	F12	12692	0 F12	99.24
						G01	631.13

							730.37
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1559	3908		F02	253908	0 F02	399.82
						G01	2,119.02

							2,518.84
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1559	3908	04/09/2026	F02	12688	0 F02	399.82
						G01	2,119.02

							2,518.84
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1560	3909	04/09/2026	F07	12689	0 F07	131.99
						G01	839.46

							971.45
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1560	3909		F07	253909	0 F07	131.99
						G01	839.46

							971.45
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1561	3910		F10	253910	0 F10	128.82
						G01	819.26

							948.08
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1561	3910	04/09/2026	F10	12690	0 F10	128.82
						G01	819.26

							948.08

RELEASES - 04/01/2026 TO 04/30/2026

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE		AMOUNT
							CHARGE	
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1562 TAX RELEASES PUBLIC UTILITY BILLED IN ERROR. NO PROPERTY IN COUNTY AS OF 1/1/24.	3911	04/09/2026	C05	12691	0	G01	868.71
1755158 SPRINT WIRELESS PROPERTY TAX DEPT PO BOX 8430 KANSAS CITY, MO 64114-8430	PP 2024 1562 TAX RELEASES PUBLIC UTILITY BILLED IN ERROR. NO PROPERTY IN COUNTY AS OF 1/1/24.	3911		C05	253911	0	C05 G01	1,775.67 868.71 ----- 2,644.38
DETAIL SUMMARY	COUNT: 25	RELEASES - TOTAL				2,154,000		36,979.81

RELEASES - 04/01/2026 TO 04/30/2026

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE				AMOUNT
2021	RE	F09	MEAT CAMP FIRE RE	65.20
2021	RE	G01	WATAUGA COUNTY RE	525.51
2021	RE	SWF	SANITATION USER FEE	80.00
2021 TOTAL				670.71
2022	RE	F09	MEAT CAMP FIRE RE	113.40
2022	RE	G01	WATAUGA COUNTY RE	721.23
2022	RE	SWF	SANITATION USER FEE	80.00
2022 TOTAL				914.63
2023	RE	F09	MEAT CAMP FIRE RE	113.40
2023	RE	G01	WATAUGA COUNTY RE	721.23
2023	RE	SWF	SANITATION USER FEE	102.87
2023	PP	F04	BEAVER DAM FIRE PP	3.23
2023	PP	F04L	BEAVER DAM FIRE LATE LIST	.32
2023	PP	G01	WATAUGA COUNTY PP	20.51
2023	PP	G01L	WATAUGA COUNTY LATE LIST	2.05
2023	PP	SWF	SANITATION USER FEE	102.87
2023 TOTAL				1,066.48
2024	RE	F09	MEAT CAMP FIRE RE	113.40
2024	RE	G01	WATAUGA COUNTY RE	721.23
2024	RE	SWF	SANITATION USER FEE	205.74
2024	PP	C02	BOONE PP	5,444.40
2024	PP	C05	BEECH MOUNTAIN PP	1,775.67
2024	PP	F02	BOONE FIRE PP	799.64
2024	PP	F04	BEAVER DAM FIRE PP	3.13
2024	PP	F04L	BEAVER DAM FIRE LATE LIST	.31
2024	PP	F07	COVE CREEK FIRE PP	263.98
2024	PP	F10	DEEP GAP FIRE PP	257.64
2024	PP	F12	BLOWING ROCK FIRE PP	198.48
2024	PP	G01	WATAUGA COUNTY PP	15,014.35
2024	PP	G01L	WATAUGA COUNTY LATE LIST	1.99
2024	PP	SWF	SANITATION USER FEE	102.87
2024 TOTAL				24,902.83
2025	RE	F04	BEAVER DAM FIRE RE	298.50
2025	RE	F06	ZIONVILLE FIRE RE	65.80
2025	RE	F09	MEAT CAMP FIRE RE	113.40
2025	RE	F12	BLOWING ROCK FIRE RE	752.65
2025	RE	G01	WATAUGA COUNTY RE	7,825.03
2025	RE	SWF	SANITATION USER FEE	230.00
2025	PP	F04	BEAVER DAM FIRE PP	3.06
2025	PP	F04L	BEAVER DAM FIRE LATE LIST	.31
2025	PP	G01	WATAUGA COUNTY PP	19.46
2025	PP	G01L	WATAUGA COUNTY LATE LIST	1.95
2025	PP	SWF	SANITATION USER FEE	115.00
2025 TOTAL				9,425.16
SUMMARY TOTAL				36,979.81

RELEASES - 04/01/2026 TO 04/30/2026

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2024	C02 BOONE PP	5,444.40
C02	2024	G01 WATAUGA COUNTY PP	4,439.28
		C02 TOTAL	9,883.68
C05	2024	C05 BEECH MOUNTAIN PP	1,775.67
C05	2024	G01 WATAUGA COUNTY PP	1,737.42
		C05 TOTAL	3,513.09
F02	2024	F02 BOONE FIRE PP	799.64
F02	2024	G01 WATAUGA COUNTY PP	4,238.04
		F02 TOTAL	5,037.68
F04	2023	F04 BEAVER DAM FIRE PP	3.23
F04	2023	F04L BEAVER DAM FIRE LATE LIST	.32
F04	2023	G01 WATAUGA COUNTY PP	20.51
F04	2023	G01L WATAUGA COUNTY LATE LIST	2.05
F04	2023	SWF SANITATION USER FEE	102.87
F04	2024	F04 BEAVER DAM FIRE PP	3.13
F04	2024	F04L BEAVER DAM FIRE LATE LIST	.31
F04	2024	G01 WATAUGA COUNTY PP	19.91
F04	2024	G01L WATAUGA COUNTY LATE LIST	1.99
F04	2024	SWF SANITATION USER FEE	205.74
F04	2025	F04 BEAVER DAM FIRE PP	301.56
F04	2025	F04L BEAVER DAM FIRE LATE LIST	.31
F04	2025	G01 WATAUGA COUNTY PP	1,917.92
F04	2025	G01L WATAUGA COUNTY LATE LIST	1.95
F04	2025	SWF SANITATION USER FEE	230.00
		F04 TOTAL	2,811.80
F06	2025	F06 ZIONVILLE FIRE RE	65.80
F06	2025	G01 WATAUGA COUNTY RE	418.49
		F06 TOTAL	484.29
F07	2024	F07 COVE CREEK FIRE PP	263.98
F07	2024	G01 WATAUGA COUNTY PP	1,678.92
		F07 TOTAL	1,942.90
F09	2021	F09 MEAT CAMP FIRE RE	65.20
F09	2021	G01 WATAUGA COUNTY RE	525.51
F09	2021	SWF SANITATION USER FEE	80.00
F09	2022	F09 MEAT CAMP FIRE RE	113.40
F09	2022	G01 WATAUGA COUNTY RE	721.23
F09	2022	SWF SANITATION USER FEE	80.00
F09	2023	F09 MEAT CAMP FIRE RE	113.40
F09	2023	G01 WATAUGA COUNTY RE	721.23
F09	2023	SWF SANITATION USER FEE	102.87
F09	2024	F09 MEAT CAMP FIRE RE	113.40
F09	2024	G01 WATAUGA COUNTY RE	721.23
F09	2024	SWF SANITATION USER FEE	102.87
F09	2025	F09 MEAT CAMP FIRE RE	113.40

RELEASES - 04/01/2026 TO 04/30/2026

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F09	2025	G01 WATAUGA COUNTY RE	721.23
F09	2025	SWF SANITATION USER FEE	115.00
F09 TOTAL			4,409.97
F10	2024	F10 DEEP GAP FIRE PP	257.64
F10	2024	G01 WATAUGA COUNTY PP	1,638.52
F10 TOTAL			1,896.16
F12	2024	F12 BLOWING ROCK FIRE PP	198.48
F12	2024	G01 WATAUGA COUNTY PP	1,262.26
F12	2025	F12 BLOWING ROCK FIRE RE	752.65
F12	2025	G01 WATAUGA COUNTY RE	4,786.85
F12 TOTAL			7,000.24
SUMMARY TOTAL			36,979.81

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

TAX MATTERS

C. Proposed Resolution to Appoint Plat Review Officer

Manager's Comments:

Mr. Tyler Rash, Tax Administrator, will request the Board appoint Albert Huynh of the Land Records Division as an additional Plat Review Officer pursuant to North Carolina General Statute 47-30.2, which requires the Board of Commissioners to appoint one or more persons to serve as Review Officers by resolution.

Board action is required to adopt the resolution appointing Albert Huynh as an additional Plat Review Officer.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Tyler Rash, Tax Administrator

SUBJECT: Request for Additional Plat Review Officer

DATE: 5/11/26

I would like to request that Albert Huynh in the land records division of the Tax Administration to be appointed as an additional Plat Review Officer per North Carolina General Statute 47-30.2, which requires the Board of Commissioners to, by resolution, appoint one or more persons as the Review Officer.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION OF THE WATAUGA COUNTY BOARD OF COMMISSIONERS
TERMINATION/APPOINTING PLAT REVIEW OFFICERS**

WHEREAS, North Carolina General Statute 47-30.2 transfers from the Register of Deeds to a Review Officer the responsibility for reviewing land plats to determine whether they meet recording requirements; and

WHEREAS, North Carolina General Statute 47-30.2 requires the Board of Commissioners to, by resolution, appoint one or more persons as the Review Officer(s); and

WHEREAS, the person(s) appointed should “if reasonably feasible be certified as a property mapper pursuant General Statute 147-54.4”; and

WHEREAS, the Watauga County Tax Office has three review officers; and

WHEREAS, another employee has met the requirements to be appointed as a Review Officer.

NOW THEREFORE, BE IT RESOLVED that the Watauga County Board of Commissioners hereby appoints Albert Huynh; and

BE IT FURTHER RESOLVED that the officer(s) shall review all plats (except as exempted by statute) prior to recording, and determine if the plats meet statutory requirements for recording.

ADOPTED this the _____ day of _____, _____.

Braxton Eggers, Chairman

Watauga County Board of Commissioners

ATTEST:

Madison Mathis, Clerk to the Board

A G E N D A I T E M 1 0 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Cooperative Extension Equipment Purchase – Tobacco Trust Fund Grant*****Manager's Comments:**

The Cooperative Extension Office requests approval to purchase BCS equipment from Earthtools in the amount of \$26,322.80 for a Tobacco Trust Fund grant-funded project. Earthtools is the only BCS dealer able to provide all required equipment and specialized components, including items necessary for project implementation. The purchase will be fully funded by the grant, with no County funds required.

A comparative quote from BCS America was obtained; however, it does not include all required components. After adjustments, the comparison total is \$26,552 and does not account for additional delivery costs or sourcing limitations for specialized equipment.

Board action is required to approve the purchase from Earthtools in the amount of \$26,322.80.

CUSTOMER INFORMATION

Richard Boylan

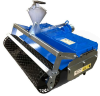
ORDER DETAIL

Date Issued 05/04/2026

Created on www.bcsamerica.com



The following quote was created on www.bcsamerica.com on 05/04/2026. Pricing and/or promotions included in this quote are valid for up to 30 days from this date.

Item		SKU	Price	QTY	Line Total
	853 Tractor (Recoil Start)	8H0CW785	\$6,250.00	1	\$6,250.00
	30" Rear-Tine Tiller	92191218	\$1,250.00	1	\$1,250.00
	Rotary Plow	92191306	\$2,150.00	1	\$2,150.00
	30" Power Harrow	921PH280	\$3,000.00	1	\$3,000.00
	30" RollerBlade Flail Mower	921C0977	\$3,500.00	1	\$3,500.00
	V-Cultivator	DMW005D	\$550.00	1	\$550.00
	Female Quick Hitch Bushing (92290827)	92290827	\$0.00	1	\$0.00
	Male Quick Hitch Tang (92290826)	92290826	\$0.00	1	\$0.00
	Bumper Weight Kit	922WEIGHT KIT	\$200.00	1	\$200.00

Total \$17,012.00

Item	SKU	Price	QTY	Line Total
051926 BCC Meeting				
 5.5" Rotary Plow Wheel Extensions (PAIR)	92243622	\$112.00	1	\$112.00

Total \$17,012.00

Please note: All Tractor/Attachment orders are fulfilled by one of BCS America's local dealers. Your nearest BCS dealer can be found at www.bcsamerica.com/find-a-dealer or by calling BCS America at 800-543-1040. BCS America's offices are open M-F, 7am-5pm PST.

Prices shown are Manufacturer Suggested Retail Price (MSRP). Taxes and dealer fees (setup, freight/delivery, etc) are not included and will vary depending on location.

14151 Fir Street, Oregon City, OR 97045 | www.bcsamerica.com   



FARMING with your FEET on The EARTH
Walk-Behind Tractors / Professional Gardening Tools



1525 Kays Branch
Road
Owenton, KY 40359
502-484-3988
www.earthtools.com

Bill-To Address

North Carolina A&T Extension
Richard Boylan
971 W King Street
Boone, NC 28607

QUOTE**Ship To**

North Carolina A&T Extension
Richard Boylan
252 Poplar Grove Road
Boone, NC 28607

Date		P.O. No.	Quote #	Customer Class		Terms		Sold By	
4/24/2026			7496			Check / Direct Debit		Joel	
Qty	Item	Description		HTS Code	Bin	Cost	Total		
2	WG BCS 853 13 R	BCS 853 Tractor with 13 Hp Honda Gas Engine, Recoil Start, Dry Clutch, 5x12x22 Adjustable Rim Wheels, Serial # Retail Price \$6250 (Setup Video: https://www.youtube.com/watch?v=JhZMjLMrDgE&feature=youtu.be) **ships Class 100**		8701.10.0100		5,937.00	11,874.00		
2	WG 6.5x12x23" W...	6.5x12x23" BCS Wheel upgrade--this is the upcharge to trade the standard 5x12x22" wheels for the next size wider / taller wheels		8708.70.0500		50.00	100.00		
2	WG ET BCS 6.5x1...	6.5x12 Foam Filled Tire Upcharge--adds 90 lbs/pair, and makes tires flat-proof		4011.90.1010	W2 - W1	175.00	350.00		
2	WG BCS 922.90827	BCS Quick Hitch - Female (for tractor) (FREE with purchase of qualifying tractor model with 2 or more qualifying PTO-driven implements) (Retail \$115)		8432.90.0005	W1 WALL	109.00	218.00		
	Discount BCS Fem...	FREE BCS female quick hitch for tractor with purchase of qualifying tractor model with 2 or more qualifying PTO-driven implements				-218.00	-218.00		
2	6927.358 H	Debris Screen For Honda GX 340 / 390 Engines -- keeps small material discharged from mowers from clogging cooling fins on engine Retail \$85 (Maintenance Video: https://www.youtube.com/watch?v=64j781Oid1c)		8432.90.0080	Ramp H-1	79.00	158.00		

QUOTE ON EQUIPMENT GOOD FOR 30 DAYS, QUOTE ON SHIPPING GOOD FOR 14 DAYS.

Subtotal

All returns must be returned within 30 days of invoice date and are subject to restocking charges. Returns must be accompanied with copy of original invoice. Refunds via credit or debit card will have ALL credit /debit card company processing charges deducted from the refund amount.

Total



FARMING with your FEET on The EARTH
Walk-Behind Tractors / Professional Gardening Tools



1525 Kays Branch
Road
Owenton, KY 40359
502-484-3988
www.earthtools.com

Bill-To Address

North Carolina A&T Extension
Richard Boylan
971 W King Street
Boone, NC 28607

QUOTE**Ship To**

North Carolina A&T Extension
Richard Boylan
252 Poplar Grove Road
Boone, NC 28607

Date		P.O. No.	Quote #	Customer Class			Terms	Sold By
4/24/2026			7496				Check / Direct Debit	Joel
Qty	Item	Description	HTS Code	Bin	Cost	Total		
1	WG ET FRTWT	"Suitcase" style 25-pound counter-weight to fit ALL tubular engine bumpers. Comes with J-bolts & nuts & flat washers for mounting to bumper. J-bolts are long enough to accept 1 additional weight-plate if needed to properly counter-balance implement. (Installation requires removal of decorative blue plastic piece on bumper on some BCS models) Retail \$79	8432.90.0080	W1 - Ramp ...	73.00	73.00		
1	WG ET FRTWT A...	25lbs ADDITIONAL Weight for "Suitcase" Style Engine Weight, fits NEW type main suitcase weight where weights are held to bumper by 2 J-bolts Retail \$50	8432.90.0080	W1 - Ramp ...	47.00	47.00		
1	WG ET BWBCS-L	Set of Long "Barbell" Wheel Weight Hanger Posts (10"), to fit BCS Retail \$55	8432.90.0080	Ramp G-4	60.00	60.00		
1	WG BER AR-D4	Berta Franco Single Rotary Plow - Retail price \$1950 (Setup Video: https://www.youtube.com/watch?v=UVxQj2aJ9ck)	8432.10.0060	W1 - D1, W1...	1,800.00	1,800.00		
1	WG BER FL-KT-...	PTO mounting flange & shaft KIT for rotary plows, to fit BCS current "standard" quick-coupling (does NOT fit BCS 750) (Retail \$200)	8432.10.0060	W1 - ENG S...	0.00	0.00		
1	WG R2 EL75	R2 Rinaldi 75cm (30") power harrow, Agricultural version, requires PTO flange to fit specific tractor (working weight 163 lbs) Retail \$2799 ***RETAIL CUSTOMERS BUYING THIS ITEM QUALIFY FOR 20% DISCOUNT ON GULLAND BROADFORKS***	8432.21.0000	WH1, W3 - ...	2,650.00	2,650.00		
1	WG R2 011.019	PTO Flange Assembly for "Ag version" EL series Power Harrow, fits BCS Std. Quick Hitch (Retail \$220) included with harrow	8432.90.0050	W1 - ENG S...	0.00	0.00		

QUOTE ON EQUIPMENT GOOD FOR 30 DAYS, QUOTE ON SHIPPING GOOD FOR 14 DAYS.

Subtotal

All returns must be returned within 30 days of invoice date and are subject to restocking charges. Returns must be accompanied with copy of original invoice. Refunds via credit or debit card will have ALL credit /debit card company processing charges deducted from the refund amount.

Total



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QUOTE**Ship To**

North Carolina A&T Extension
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252 Poplar Grove Road
Boone, NC 28607

Date		P.O. No.	Quote #	Customer Class		Terms		Sold By	
4/24/2026			7496			Check / Direct Debit		Joel	
Qty	Item	Description		HTS Code	Bin	Cost	Total		
1	WG BER SHARK...	Berta Brand 30" / 75cm Flail Mower with removable discharge baffle, for BCS 732, 739, 749, 852, 853 w/ Integral Male Quick Hitch (retail price \$2900) (Will fit BCS 660 & 750 with adapters) (Setup Video: https://www.youtube.com/watch?v=WX2A_bWSK_k&feature=youtu.be) **ships Class 92.5**		8433.20.0040	W4 - V2, W4	2,700.00	2,700.00		
1	WG BCS 921.91218	BCS brand 80cm / 30" Tiller implement (Retail \$1250) Serial #		8432.29.0060	W1 - G1, W3...	1,187.00	1,187.00		
1	WG BCS 922.90826	BCS Quick Hitch - Male (for implement) (Retail \$115)		8432.90.0005	W1 WALL	109.00	109.00		
	Discount BCS Mal...	FREE BCS male quick hitch for implement with purchase of qualifying tractor model with 2 or more qualifying PTO-driven implements)				-109.00	-109.00		
1	WG AB BP80-BC...	Aldo Biagioli Tow Hitch/Drawbar for BCS Quick Hitch (retail \$70)		8432.90.0080	W2 - K1	65.00	65.00		
1	WG AB AT-30-ET...	Tool Carrier w/ Mounting Slot (fits Aldo Biagioli tools) Retail \$120 (REQUIRES PRINTED INSTRUCTIONS)				110.00	110.00		
1	WG AB ET-6	Aldo Biagioli ET-6 Cultivator: 39" frame, 3 Curved & 3 Straight Shanks (3 shanks total), comes with 2" reversible chisels. (requires AT-30-ET drawbar & tool carrier) Retail \$450		8432.29.0040	W2 - R1	410.00	410.00		
1	WG ET 3520	Trailing-arm Disc Gauge wheel kit for AB cultivators (includes 2 15" long trailing arms, 2 vertical shanks for wheels, 2 Wheel / Disks, 2 clamps to attach vertical shanks to trailing arms, 2 clamps to attach trailing arms to cultivator bar) Retail \$265			W4 - H, I	236.00	236.00		
QUOTE ON EQUIPMENT GOOD FOR 30 DAYS, QUOTE ON SHIPPING GOOD FOR 14 DAYS.					Subtotal				
All returns must be returned within 30 days of invoice date and are subject to restocking charges. Returns must be accompanied with copy of original invoice. Refunds via credit or debit card will have ALL credit /debit card company processing charges deducted from the refund amount.					Total				



FARMING with your FEET on The EARTH
Walk-Behind Tractors / Professional Gardening Tools



1525 Kays Branch
Road
Owenton, KY 40359
502-484-3988
www.earthtools.com

Bill-To Address

North Carolina A&T Extension
Richard Boylan
971 W King Street
Boone, NC 28607

Ship To

North Carolina A&T Extension
Richard Boylan
252 Poplar Grove Road
Boone, NC 28607

QUOTE

Date		P.O. No.	Quote #	Customer Class				Terms	Sold By
4/24/2026			7496					Check / Direct Debit	Joel
Qty	Item	Description	HTS Code	Bin	Cost	Total			
1	WG ET CRIMPER	**Can delay order availability by ~4 weeks due to fabrication** Crimper-roller, 30" wide, for walk-behind tractors (requires 150 to 300lbs of barbell weight plates for effective operation--Current thick-wall roller weighs 320 lbs by itself) Retail price \$1199 ***TOW COUPLER TO FIT SPECIFIC TRACTOR SOLD SEPARATELY!!!!** **Ships Class 92.5**	8432.80.0080	N/A - MAKE	1,050.00	1,050.00			
4	WG ET 000050	50 lb. Std "Barbell" Weight Plate with 1" center hole (for crimper-rollers)	8432.90.0080	W4 - S2	60.00	240.00			
1	WG ET TOW CO...	(REPLACES BCS 922.47720) Tow Coupler & Clevis Pin, to fit BCS 605 (late models), 737, 745, 749, 750, 770, 779, 830, 850, 852, 853, 945, 946, 948 (retail \$95)		W4 - R3, W1...	90.00	90.00			
1	WG CAR TRENC...	Mini-Trencher to fit BCS 722-853 with bolt-on PTO flange. Center of trench off-set 4" from center-line of tractor. Retail \$1700(SHIPS TRUCK FREIGHT ONLY!!)	8432.29.0060	W2 - F1, W2...	1,550.00	1,550.00			
1	WG CAR STRIP-T...	"Strip-Tiller Kit", to convert Caravaggi Mini-Trencher into super-narrow tiller; tills 2" wide & 3" to 6" deep (Retail \$100)	8432.90.0081	W4 - K, L, I	90.00	90.00			
1	WG BCS 922.90826	BCS Quick Hitch - Male (for implement) (Retail \$115)	8432.90.0005	W1 - F1	109.00	109.00			
1	LTL RES Shipping	Shipping charges via motor freight TO END OF DRIVEWAY of Residential AND / OR Farm location, with lift-gate service, provided that a semi-truck can safely access the location RL-2460-CL125-4-0868-48232170 Reslift--NO APPT			483.00	483.00			
		Subtotal				25,432.00			

QUOTE ON EQUIPMENT GOOD FOR 30 DAYS, QUOTE ON SHIPPING GOOD FOR 14 DAYS.

Subtotal

All returns must be returned within 30 days of invoice date and are subject to restocking charges. Returns must be accompanied with copy of original invoice. Refunds via credit or debit card will have ALL credit /debit card company processing charges deducted from the refund amount.

Total



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1525 Kays Branch
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Boone, NC 28607

Ship To

North Carolina A&T Extension
Richard Boylan
252 Poplar Grove Road
Boone, NC 28607

QUOTE

Date		P.O. No.	Quote #	Customer Class		Terms		Sold By		
4/24/2026			7496			Check / Direct Debit		Joel		
Qty	Item	Description		HTS Code	Bin	Cost		Total		
	Discount 2%	2% discount for payment by cash, check, or direct bank transfer (this discount NOT valid if payment method is credit / debit card)				-2.00%		-508.64		
	Discount	Discount: for "quantity" purchase, per Joel				-265.00		-265.00		
	NC	NC Sales Tax (state + avg local rate)				6.75%		1,664.44		
	ET Service Plan	Earth Tools Service Plan for phone / email / online technical support & consultation (FREE with purchase of new equipment from Earth Tools; good for as long as original purchaser owns equipment)				0.00		0.00		
		Sales Tax				0.00%		0.00		
QUOTE ON EQUIPMENT GOOD FOR 30 DAYS, QUOTE ON SHIPPING GOOD FOR 14 DAYS.					Subtotal					\$26,322.80
All returns must be returned within 30 days of invoice date and are subject to restocking charges. Returns must be accompanied with copy of original invoice. Refunds via credit or debit card will have ALL credit /debit card company processing charges deducted from the refund amount.					Total					\$26,322.80

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Lease Agreement with North Carolina Department of Public Safety – Division of Juvenile Justice Request

Manager's Comments:

The County has received a lease agreement from the North Carolina Department of Public Safety – Division of Juvenile Justice for office space located at 331 Queen Street, Suite 104, Boone, North Carolina. The lease requires execution by the County and subsequent execution by the State.

Board action is requested to approve and authorize execution of the lease agreement as presented.

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2026, by and between, **WATAUGA COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and December 6th, 2020; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Boone, County of Watauga**, North Carolina, more particularly described as follows:

Being ±907 net square feet of office space located at 331 Queen Street, Suite #104, Boone, Watauga County, North Carolina 28607 (the "Premises") and further described in the Floor Plan, "Exhibit A".

**(DEPARTMENT OF PUBLIC SAFETY- Division of Juvenile Justice and
Delinquency Prevention)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS
FOLLOWS:

1. The term of this lease shall be for a period of three years commencing on the 1st day of January 2026 (the "Commencement Date"), or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December 2028.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollar per annum, said rental to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or to such other address as the Lessor may designate by notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except Telecommunications.
- D. Water and Sewer.
- E. Five (5) parking spaces for state vehicles and one (1) parking space for clientele.
- F. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- G. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28, and "Specifications for Non-Advertised Lease" (Exhibit B).

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the

property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvement or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, during such period of repair if the County cannot provide suitable office space the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of the Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement. Alternatively, the Lessee shall also be liable to Lessor for any loss or damages suffered by Lessor which are a direct result of the failure of Lessee to perform an act required by this lease, and provided that Lessee could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any holdover after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor at: **Watauga County
Deron Geouque, County Manager
814 West King Street, Suite 205
Boone, North Carolina 28607**

To the Lessee at: **North Carolina Department of Public Safety
Purchasing & Logistics
Attn: Real Property Manager
3040 Hammond Business Place, Suite 111
Raleigh, North Carolina 27603**

With a copy to: **State Property Office
Attn: Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. 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 procurement, you 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.

[Remainder of the page intentionally left blank, signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:

COUNTY OF WATAUGA

By: _____(SEAL)

Printed Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in the County of _____ and for State aforesaid, do hereby certify that _____, personally came before me this day to acknowledge the due execution of the foregoing instrument of purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2026.

Notary Public: _____

Printed Name: _____

My Commission expires _____

LESSEE:

STATE OF NORTH CAROLINA

By: _____(SEAL)
Tymica Dunn
Director of Purchasing & Logistics

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Tymica Dunn, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing & Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2026.

Notary Public: _____

Printed Name: _____

My Commission expires _____

EXHIBIT A

FLOOR PLAN

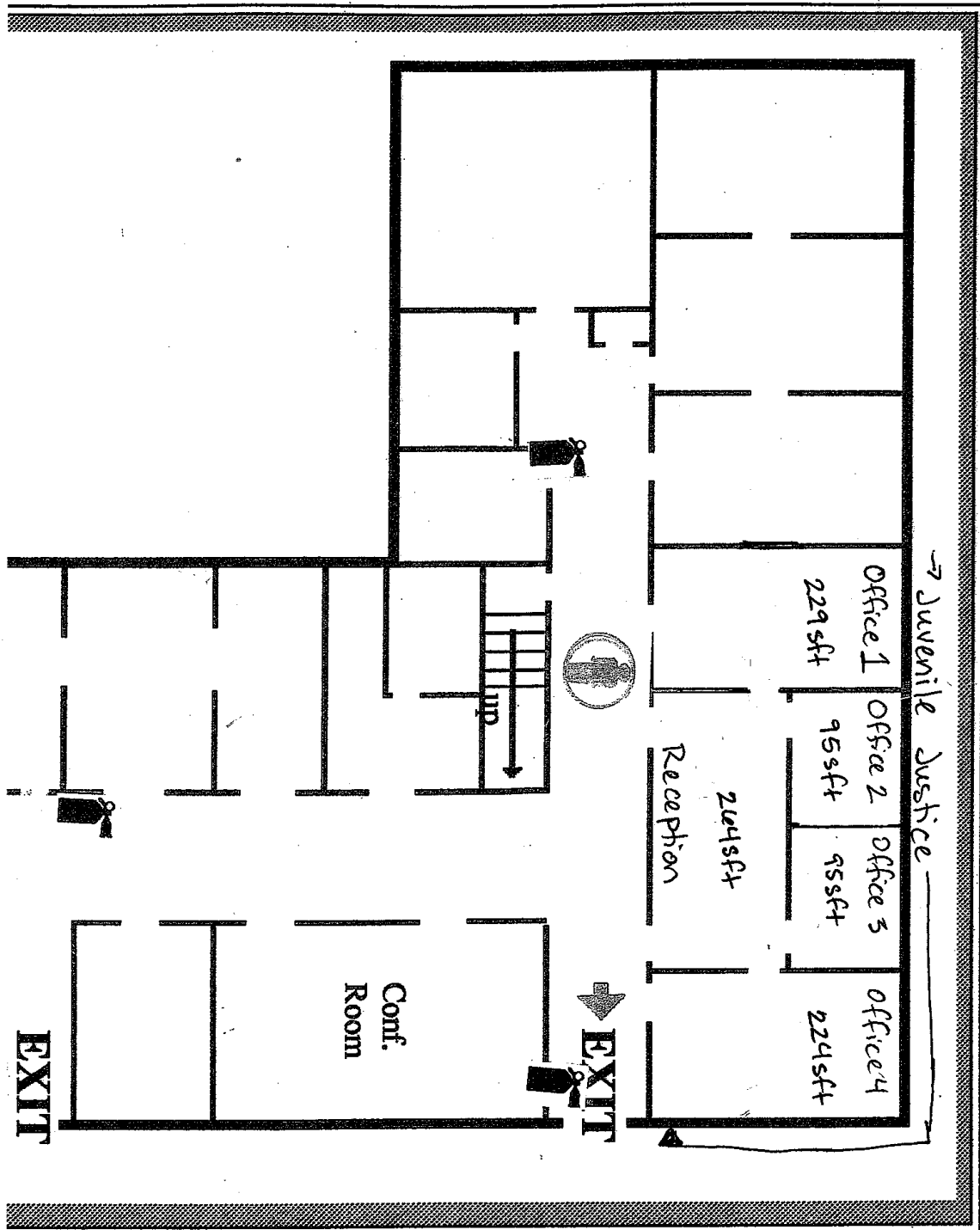


EXHIBIT B**SPECIFICATIONS FOR NON-ADVERTISED LEASE**

1. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors, and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
2. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
3. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
4. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician). Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
5. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public.
6. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
7. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
8. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
9. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
10. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
11. Lessor is responsible for providing all cleaning supplies and paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

Signature of the Lessor

Date

Print Name of the Lessor

A G E N D A I T E M 1 0 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Surplus Property Request*****Manager's Comments:**

The Finance Department requests the Board approve the sale of a surplus 2020 Chevrolet Silverado 3500 HD through GovDeals. The vehicle was listed with an expected sale range of \$15,000 to \$20,000 and closed on May 11, 2026, with a high bid of \$41,500. Because the sale exceeds the County Manager approval threshold of \$30,000, Board approval is required to finalize the transaction.

Board action is required to approve the sale of the surplus 2020 Chevrolet Silverado 3500 HD in the amount of \$41,500.



WATAUGA COUNTY FINANCE OFFICE

814 West King St., Suite 216 - Boone, NC 28607 - Phone (828) 265-8007 - Fax (828) 265-8006

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Deidre Guy, Assistant Finance Director
SUBJECT: Surplus Property
DATE: May 12, 2026

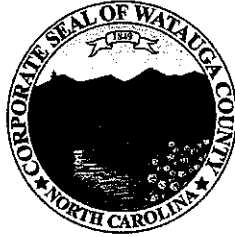
A surplus 2020 Chevrolet Silverado 3500 HD was put on GovDeals for sale with an expected sale price of \$15,000-20,000. The auction closed May 11, 2026 with a high bid of \$41,500. This exceeds the County Manager approval level of \$30,000 therefore Board approval to finalize this sale is requested.

Board action is requested to approve the sale of the 2020 Chevrolet Silverado 2500 HD.

A G E N D A I T E M 1 0 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Department of Social Services Out-of-State Travel Request*****Manager's Comments:**

Gina Cantando, Department of Social Services, requests approval to travel out of state May 28 through June 2, 2026, to complete a court-ordered face-to-face visit with a child in custody placed at the Sandy Pines facility in Jupiter, Florida. The visit is required to maintain compliance with state policy mandating monthly face-to-face contact for children in custody. All travel expenses will be covered by the Department of Social Services budget.

Board action is required to approve the out-of-state travel.



Watauga County
Department of Social Services

SOCIAL SERVICES BOARD
Reagan Breitenstein, Chair
Tim Hodges, Commissioner
Tiffany Williams
Matthew Rollins

132 POPLAR GROVE CONNECTOR – SUITE C
BOONE, NORTH CAROLINA 28607
Telephone 828-265-8100
TDD 1-800-735-2962
Voice 1-800-735-8262
Fax 828-265-7638

Tom Hughes
Director

Date: 5-11-26

Re: Patterson Visit

Dear Admin,

This memo serves to notify the County of a specific court order requiring a face-to-face contact with Alexis Patterson currently placed at the Sandy Pines facility in Jupiter, Florida. This contact must be completed within the month of May.

State policy requires a monthly face-to-face visit for every child in our custody. While we have faced logistical challenges in maintaining this schedule for this specific placement due to the significant travel distance, we must now prioritize immediate compliance to satisfy the court's mandate.

To maximize our resources and ensure we meet both the court order for May and our recurring monthly obligation for June, we will utilize a "bridge" travel schedule: in other words, see her the 29th of May (Friday) and again on June 1st (Monday). Note: By scheduling the trip during this transition period, we will ensure the child receives consecutive monthly visits while minimizing the travel burden on the department.

Sincerely,

Chad Slagle
Social Work Supervisor III

Watauga County

Travel Authorization and Travel Advance Request

051926 BCC Meeting

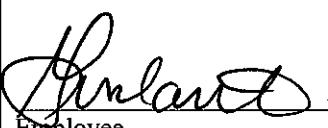
Date	May 11, 2026	Budget Account Number	145310-431200
------	--------------	-----------------------	---------------

Name: Gina Cantando	Title: SW III	Department: Social Services
Destination: Sandy Pines PRTF Jupiter, Florida	Meeting Dates: 5/28/26 – 6/2/26	
Is this out of state travel? ☒ Yes ☐ No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: May 28, 2026 Time 8:00 am	Return Date: June 2, 2026 Time 9:00 pm
Purpose of Trip: State Required Monthly Visits – Court-ordered by Judge Rupp to see child face to face in month of May 2026. Will stay to meet month of June 2026 visit.		
Overnight Accommodations Required? Yes ☐ No ☒ Rate per night/person		
Name of Hotel/Motel: Non-Applicable Government Discount ☐ Yes ☐ No		
Method of Transportation:		
Cost Non – Applicable County Vehicle ☒ Personal Vehicle ☐ Air ☐		
☐ Other _____		

Estimated Expenses		Totals
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		
MEALS:	Breakfast	\$8.00
	Lunch	\$ 10.00 x 2 (5/28, 6/2)
	Dinner	\$ 16.00 x 2 (5/28, 6/02)
* LODGING:	Single Rate	N/A
* Other – Hotel Parking		N/A

* Receipts Required for Reimbursement

Remarks: Gina Cantando will take her personal vehicle to visits. She has family in West Palm Beach, Florida that she will stay with. She does not want to request mileage. Lunch and dinner are requested since she will be on the road 5/28/26 and 6/2/26.

Are funds requested in advance: ☐ Yes ☒ No Form is Mathematically Correct: ☐ Yes ☐ Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  _____ Employee 5/11/26 _____ Date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. _____ Department Head or County Manager _____ County Manager (Out of State Travel) _____ Date
Finance Staff _____ Date		

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Register of Deeds Records Retention and Disposition Schedule

Manager's Comments:

The North Carolina State Archives issued a revised County Register of Deeds Records Retention and Disposition Schedule effective April 13, 2026. The updated schedule reorganizes records into multiple operational standards, provides clearer retention and destruction requirements, and modernizes guidance for electronic records management.

Key changes include expanded use of “destroy when administrative value ends” retention language, enhanced procedures for secure destruction of electronic records and metadata, and more detailed retention guidance for specific record types such as deeds, plats, marriage records, military discharges, and assumed business names. The revised schedule also clarifies which records must be retained permanently and which may be destroyed after a specified retention period.

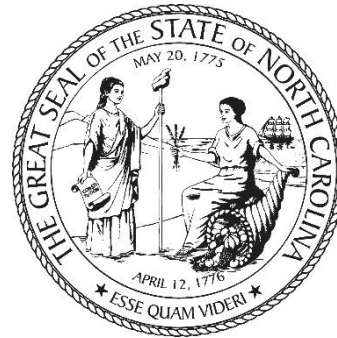
In addition, the schedule identifies obsolete or discontinued record series and provides formal disposition instructions for those records. The revisions also expand guidance regarding the transfer of historically significant records to the State Archives for preservation.

Counties must formally adopt the revised schedule through board approval before implementation. Once adopted, the updated schedule supersedes the 2012 schedule and establishes revised records retention requirements for Register of Deeds operations. Overall, the revisions are intended to improve statewide consistency, support electronic records governance, reduce unnecessary storage, and ensure proper preservation of historically valuable records.

Board action is required to approve the 2026 Register of Deeds Records Retention and Disposition Schedule.

COUNTY REGISTER OF DEEDS

RECORDS RETENTION AND DISPOSITION SCHEDULE



Issued By:



North Carolina Department of Natural and Cultural Resources

Division of Archives and Records

Government Records Section

April 13, 2026

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APPROVAL

2026 County Register of Deeds Records Retention and Disposition Schedule

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the program operational records in the **2026 County Register of Deeds Records Retention and Disposition Schedule**:

- 10. Land and Property Records
- 11. License, Oath, and Registration Records
- 12. Marriage and Vital Statistic Records
- 13. Miscellaneous Records
- 14. Inactive Records

In accordance with the provisions of Chapters 121 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources (DNCR) to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) When used in an approved records retention and disposition schedule, the provision that paper records are to be destroyed means that the records shall be:

- 1. burned, unless prohibited by local ordinance;
- 2. shredded or torn so as to destroy the record content of the documents or material concerned;
- 3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
- 4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly’s definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency’s ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section.

Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “reference value ends.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “destroy when reference value ends.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, "while you were out" slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary's seal), they must be retained according to the disposition instructions for the records series encompassing the forms' function.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Name:

Title: Register of Deeds

Kelly Clark Policelli, Director

Division of Archives and Records

APPROVED

Name:

Title: Chair, Board of Commissioners

Pamela B. Cashwell, Secretary

Department of Natural and Cultural Resources

County: _____

2026 County Register of Deeds Records Retention and Disposition Schedule

Effective Date: April 13, 2026

EXECUTIVE SUMMARY

According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy any record, no matter how insignificant.

Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter".² Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."

Many of the records in the Register of Deeds Office are permanent records with a high degree of legal, administrative, and historical value. They are to be retained permanently and safeguarded from all damage. Any county that has preservation or conservation concerns records regarding these records should consult with the Government Records Section to inquire whether the State Archives wishes to take custody. Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.

E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.

The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices.

The State Archives of North Carolina creates preservation duplicates for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats and provides security storage for those preservation duplicates. Agencies can

² Society of American Archivists, *Dictionary of Archives Terminology*.

request copies of the digital images made during this process. Contact the appropriate [Records Management Analyst](#) to begin this process.

These records may also be reproduced by electronic or computer processes, but no digital copy may serve as the official preservation duplicate as defined by N.C. General Statute § 132-8.2. Per the General Statute, preservation duplicates shall be:

“durable, accurate, complete and clear, and such duplicates made by a photographic, photostatic, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not.”³

If you have records that are not listed in this schedule, contact a [Records Management Analyst](#). An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, an analyst will provide a Request for Disposal of Unscheduled Records form for you to complete. If the records are an active records series, an analyst will work with you to add it to the next update of this schedule.

³ North Carolina General Statute § 132-8.2: *Selection and preservation of records considered essential; making or designation of preservation duplicates; force and effect of duplicates or copies thereof.*

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Certain disposition instructions may include one of the following symbols that indicate further instructions:

- ** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.
- ± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of the record
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with a SEE ALSO reference. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location. Sample records series title and description with cross reference included:

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records

SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, Page A-6.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

STANDARD 10: LAND AND PROPERTY RECORDS

Official records related to ownership, transfer, and leasing of land and property.

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.01	DEEDS, RECORD OF AND INDEX Official copies of deeds in order of registration.	a) Retain official copies in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 47-17.1 G.S. 47-17.2 G.S. 161-14 G.S. 161-21

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.02	DEEDS OF TRUST (MORTGAGES), RECORD OF AND INDEX Official copies of deeds of trust (mortgages) in order of registration, including foreclosures.	a) Retain official copies in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 45-6 G.S. 45-21.01 G.S. 45-36.6 G.S. 45-36.10 G.S. 45-36.17-24 G.S. 45-37.1-2 G.S. 45-42.1 G.S. 45-42.3 G.S. 45-82.1-3 G.S. 47-1 G.S. 47-17.1-2 G.S. 47-18 G.S. 47-20 G.S. 47-20.1-5 G.S. 161-14
10.03	HIGHWAY RIGHT-OF-WAY MAPS AND INDEX Plan and profile sheets of the final right-of-way plans for all department of transportation projects under which the right-of-way or other interest in real property is acquired or access is controlled.	a) Retain in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 136-19.4 <u>Retention</u> G.S. 136-19.4(b)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.04	LAND ENTRY BOOK Record of entries of claims to vacant land. Includes name of person entering claim, description of land claimed, and date claim was filed.	a) Retain in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	
10.05	LAND GRANT REGISTER Records of grants from the Office of the Secretary of State obtained by any person.	a) Retain in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	
10.06	MINERAL RIGHTS RECORDS AND INDEX Records regarding the recording of subsurface rights, title or property in an area.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 1-42 G.S. 1-42.1-9 G.S. 161-22

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.07	OFFICIAL RECORD BOOK AND INDEX In some offices recorded records (instruments) are compiled in one “official record book,” while other offices compile each type separately. These combined books may include deeds, deeds of trust, satisfactions, withdrawals, transfers, releases, contracts, condemnation, corporations, bankruptcies, farm names, farmland districts, timber marks, historic landmarks, waste disposals, renunciations, tax waivers, exemptions orders, etc. <i>Note: Some older Official Record Books may contain Armed Forces Discharges. These should no longer be filed in Official Record Books.</i>	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 161-14.01 G.S. 161-21 G.S. 161-22

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.08	PETROLEUM LEASES REGISTER Records indicating the leases which have been renewed for the ensuing year by every person, firm or corporation holding petroleum leases within the county.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 113-414
10.09	PLATS, MAPS, AND INDEX	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval. c) Original records returned to the office as undeliverable or else not collected after registration may be transferred to the State Archives after 30 years.	<u>Authority</u> G.S. 47-30

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± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.10	REGISTRATION OF TITLES (TORRENS ACT) AND INDEX Register of certificates of title to real estate established by judgments of the Superior Court under the Torrens Act.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 43-13

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.11	SURVEYS, RECORD OF AND INDEX	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 47-30 G.S. 161-20
10.12	TEMPORARY INDEX Temporary index used by office until records are registered and entered into the permanent index	Destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____ <i>Retention Note: Registered records are to be entered into a permanent index within 30 days after the date of presentation.</i>	<u>Authority</u> G.S. 161-14

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 10: Land and Property Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.13	UNIFORM COMMERCIAL CODE Security agreements on personal or real property that are recorded to protect the lender's, or secured party's, investment.	a) Retain all filings recorded with real property records permanently. b) Destroy in office after July 1, 2008 all filings which were effective on July 1, 2001. c) Destroy in office all filings not covered in a) and b) when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Retention</u> G.S. 25-9-710
10.14	WEBSITE (REGISTER OF DEEDS), REAL ESTATE CONVEYANCE	Retain in office permanently.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 11: License, Oath, and Registration Records

STANDARD 11: LICENSE, OATH, AND REGISTRATION RECORDS

Official records concerning registrations of assumed business names, corporations, and official oaths taken by notary publics.

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.01	CORPORATIONS (INCORPORATIONS) RECORDS AND INDEX Official copies of charters, certificates of dissolution, and other related documentation of corporations whose principal office is in the county.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 55D-26

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 11: License, Oath, and Registration Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.02	NOTARIES PUBLIC RECORDS AND INDEX Includes name and signature of the notary, effective date and expiration date of commission, date oath was administered and date of any revocation or resignation. Also includes certificates and transmittals (oath sheets) received from the Notary Public Section, NC Department of Secretary of State.	a) Retain "Record of Notaries Public" in office permanently. b) Return a scanned copy of the oath to Notary Public Section and give the applicant the certificate. c) Destroy in office the original paper copy of the oath when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 10B-10
11.03	PARTNERSHIPS AND ASSUMED NAMES RECORDS AND INDEX Registration of assumed business names. Includes amendments to assumed business names and certificates of withdrawal of assumed business names.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected after registration prior to 1996 may be transferred to the State Archives of North Carolina. d) Original records returned to the office as undeliverable or else not collected after registration date 1996 or later may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 66-71.4 G.S. 66.71-6-8 G.S. 66-71.10

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

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2026 Register of Deeds Program Records Schedule, Standard 12: Marriage and Vital Statistic Records

STANDARD 12: MARRIAGE AND VITAL STATISTIC RECORDS

Official records pertaining to major life events such as birth, marriage, death, and disinterment/reinterment.

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.01 	APPLICATIONS FOR CERTIFIED COPIES Application forms completed by persons seeking certified copies of birth, death or marriage certificates.	Destroy in office 2 years from date of request.	<u>Authority</u> G.S. 130A-93 <u>Confidentiality</u> G.S. 130A-93
12.02	GRAVES REMOVAL RECORDS Certificates, maps, attachments and similar records documenting the disinterment and reinterment of graves.	Retain in office permanently.	<u>Authority</u> G.S. 65-106 10A NCAC 41H .1201
12.03	MARRIAGE LICENSES Original endorsed marriage licenses returned to the Register of Deeds by the magistrate or minister. Includes delayed marriage certificates, amendments to marriage licenses, and supporting documentation.	a) Retain original licenses, affidavits, and court orders permanently.** b) Destroy in office after 5 years supporting proofs, applications, and related records. c) Forward "Application, License and Certificate of Marriage" forms to the Office of Vital Records. d) Records which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 51-2 G.S. 51-8 G.S. 51-18.1 G.S. 51-21 G.S. 130A-110

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

** Bound records in this series that are more than 30 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for permanent transfer.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2026 Register of Deeds Program Records Schedule, Standard 12: Marriage and Vital Statistic Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.04	MARRIAGE REGISTER Register of all marriages in the county. Includes, but is not limited to, the full name of the husband and wife, the date the ceremony was performed, and the location of the original license and return.	a) Retain official copies in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 51-18
12.05 	VITAL RECORDS: AMENDMENTS Records submitted as evidence to amend, correct, or replace a birth or death certificate issued by the office of vital records.	a) Destroy in office 1 year after amendment and/or correction was approved, or request was denied or withdrawn. b) Return to Office of Vital Records copies of certificates involving adoptions, legitimations, or other registrants when a new certificate is received.	<u>Authority</u> G.S. 48-9-107 G.S. 130A-118 10A NCAC 41H <u>Confidentiality</u> G.S. 130A-93
12.06 	VITAL RECORDS: BIRTHS AND INDEX Official copies of birth certificates deposited with the register of deeds by the local health department.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 130A-97 G.S. 130A-99 <u>Confidentiality</u> G.S. 130A-93

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2026 Register of Deeds Program Records Schedule, Standard 12: Marriage and Vital Statistic Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.07	VITAL RECORDS: DEATHS AND INDEX Official copies of death certificates, including fetal death registrations, deposited with the register of deeds by the local health department. Original records are filed with the office of vital records.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 130A-99 G.S. 130A-112 G.S. 130A-114 G.S. 130A-115
12.08 	VITAL RECORDS: DELAYED BIRTHS AND INDEX Official copies of certificates registering the birth of a person born in this state, but not registered within one year after birth. Original records are filed with the office of vital records.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 130A-104 <u>Confidentiality</u> G.S. 130A-93
12.09 	VITAL RECORDS: DELAYED BIRTH APPLICATION RECORDS Applications and other records submitted as evidence in support of a delayed registration of birth. Copies are filed with the office of vital records.	a) Destroy in office after 1 year applications and supporting documentation for a non-completed registration. b) Destroy in office after 1 year applications and supporting documentation for a completed registration (certificate was approved).	<u>Authority</u> G.S. 130A-104 10A NCAC 41H .0400 <u>Confidentiality</u> G.S. 130A-93

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2026 Register of Deeds Program Records Schedule, Standard 12: Marriage and Vital Statistic Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.10	VITAL RECORDS: REPORT OF DEATHS OCCURRING OUTSIDE OF COUNTY Reports of deaths occurring outside the county of birth received from the office of vital records.	Destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 13: Miscellaneous Records

STANDARD 13: MISCELLANEOUS RECORDS

Other records produced or received by the office of the Register of Deeds.

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.01 	ARMED FORCES DISCHARGES AND INDEX. Official copies of military discharges and indexes.	a) Retain official copies in office permanently. b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval. c) Original records returned to the office as undeliverable or else not collected may be destroyed in office when reference value ends. ± Agency Policy: Destroy in office after _____	<u>Authority</u> G.S. 47-109 G.S. 47-110 G.S. 47-113 <u>Confidentiality</u> G.S. 47-113.2
13.02 	ARMED FORCES DISCHARGES AUTHORIZATION FORMS Forms used to give an authorized agent or representative the authority to record or request a copy of a discharge.	a) Retain forms authorizing an agent or representative to record an Armed Forces Discharge for 1 year from date discharge is filed. b) Retain forms authorizing an agent or representative to request a copy of an Armed Forces Discharge for 1 year from date of request.	<u>Authority</u> G.S. 47-113.2 <u>Confidentiality</u> G.S. 47-113.2 (j) <u>Retention</u> G.S. 47-113.2 (i)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 13: Miscellaneous Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.03 	ARMED FORCES DISCHARGES REQUEST FOR COPY FORMS Forms completed by authorized persons requesting copies of discharge records.	Destroy in office 1 year from date received.	<u>Authority</u> G.S. 47-113.2 <u>Confidentiality</u> G.S. 47-113.2 (j) <u>Retention</u> G.S. 47-113.2 (i)
13.04	CEMETERY LISTS Lists of public cemeteries in the county outside of the limits of incorporated municipalities and not established and maintained for their use. Also includes lists of abandoned public cemeteries.	a) Retain in office permanently.** b) Records and indexes which have been transcribed or otherwise duplicated may be destroyed in office upon State Archives of North Carolina approval.	<u>Authority</u> G.S. 65-111
13.05	NOTICE OF ERROR Forms, affidavits, and related records documenting errors made on records, not including amendments to vital records, in the Register of Deeds office.	Follow disposition instructions for original record, i.e. record to be corrected.	<u>Authority</u> G.S. 47-36.1 G.S. 47-36.2

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2026 Register of Deeds Program Records Schedule, Standard 13: Miscellaneous Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.06	WEBSITE (REGISTER OF DEEDS), REQUEST TO REDACT PERSONAL INFORMATION Forms and related records documenting a person's request to have personal information removed from the office's publicly available website.	Retain in office permanently.	<u>Authority</u> G.S. 132-1.10 (f)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 14: Inactive Records

STANDARD 14: INACTIVE RECORDS

Historical record series housed in the Office of the Register of the Deeds or that were previously collected by the Office of the Register of the Deeds.

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.01	ARMED FORCES DISCHARGES REMOVAL REQUEST FORMS Forms and related records documenting a veteran's request to have discharges papers removed from the office's recorded instruments.	Series discontinued. Retain in office permanently.	<u>Authority</u> Session Laws 2002-96 <u>Authority Repealed</u> Session Laws 2003-248
14.02	BONDS: CLERK OF SUPERIOR COURT Taken or renewed bonds belonging to the Office of the Clerk of Superior Court.	Destroy in office 6 years after termination.	<u>Authority</u> G.S. 58-72-50
14.03	BRANDS AND MARKS Brands or earmarks for differentiating livestock.	Series discontinued. Transfer to the State Archives of North Carolina.	

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2026 Register of Deeds Program Records Schedule, Standard 14: Inactive Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.04	CHattel MORTGAGES AND INDEX Mortgages, agricultural liens, conditional sales contracts, and all other loans which use personal property as collateral. In 1967, Chattel Mortgages were succeeded by the Uniform Commercial Code.	Series discontinued. Chattel mortgages satisfied prior to 1967 may be destroyed at any time.	
14.05	COHABITATION RECORDS Records of cohabitation filed by freedmen. Includes names of cohabitants and the period of cohabitation.	Series discontinued. Transfer to State Archives of North Carolina.	
14.06	DIVISIONS AND DOWERS RECORDS Copies of reports of commissioners appointed to partition real estate and allot dowers, with certificate of approval of the Clerk of Superior Court.	Series discontinued. Transfer to the State Archives of North Carolina.	<u>Authority</u> G.S. 29-30 G.S. 46A-57
14.07	FARM NAME REGISTER Register of farm descriptions, names, registrants, and date of registration.	Series discontinued. Retain in office permanently.**	<u>Authority</u> G.S. 80-38 G.S. 80-39

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 14: Inactive Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.08 	JUROR LISTS AND RECORDS Includes lists of each person qualified to be selected for jury duty within the county, a statement of the sources used and procedures followed in preparing the list, reports, and all other related documentation.	a) Series discontinued in Register of Deeds Office. Transfer records created prior to 1970 to the State Archives. b) Series discontinued in Register of Deeds Office. Transfer records created after 1970 to Clerk of Court.	<u>Confidentiality</u> G.S. 9-4 <u>Retention</u> G.S. 9-7
14.09	LAND SOLD FOR TAXES AND INDEX Records of land sold for county taxes. Includes name of delinquent taxpayer, years for which taxes were due, and description of property.	Series discontinued. Transfer to State Archives of North Carolina.	
14.10	MARRIAGE HEALTH CERTIFICATES Certificates from a regularly licensed physician stating that no evidence of venereal disease, tuberculosis in the infectious or communicable state, or mental incompetence was found in the applicants.	Series discontinued. Destroy in office immediately.	<u>Authority</u> G.S. 51-9 <u>Authority Repealed</u> Session Laws 1993-647
14.11	MERCHANT RETURNS AND INDEX Merchants' annual reports of total wholesale purchases made, used in determining franchise tax.	Series discontinued. Destroy in office 3 years after receipt.	

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2026 Register of Deeds Program Records Schedule, Standard 14: Inactive Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.12	MERIDIAN RECORDS AND INDEX Records of the testing of surveyors' instruments. Includes date tested, direction and amount of declination from the county meridian line, and signature of the surveyor.	Series discontinued. Transfer to the State Archives of North Carolina.	
14.13	MISCELLANEOUS RECORDS AND INDEX Found in the physical custody of the Register of Deeds office. These records would typically fall under the care of another local government department within the county. Records may include tax, school, election and similar records found in the Register of Deeds office.	Destroy in office upon State Archives of North Carolina approval.	
14.14	STRAYS, RECORD OF Notices of discovery of lost livestock, with reports of commissioners appointed to determine reimbursement to the finder for care of the animal.	a) Series discontinued in Register of Deeds Office. Transfer records created prior to 1950 to the State Archives. b) Series discontinued in Register of Deeds Office. Transfer records created after 1950 to County Sheriff's Department.	<u>Authority:</u> G.S. 68-18.1 Session Law 2012-18

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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2026 Register of Deeds Program Records Schedule, Standard 14: Inactive Records

ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.15	TIMBER MARKS AND INDEX Copies of letters, figures, or words identifying timber trademarks of any person or business within the county.	Series discontinued. Transfer to the State Archives of North Carolina.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, Page A-6.

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MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by N.C. Gen. Stat. § 121-5(c) and N.C. Gen. Stat. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.

Q. What if I cannot find some of my records on this schedule?

- A. Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to browse the schedule by standard and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a [Records Management Analyst](#). We will work with you to add it to the next update of this schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A. The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

- A. Yes, except as restricted by specific provisions in state or federal law. N.C. Gen. Stat. § 132-6 instructs:

Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.

Q. What about my confidential records?

- A. Not all government records are open to public inspection. Exceptions to the access requirements in N.C. Gen. Stat. § 132-6 and the definition of public records in N.C. Gen. Stat. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.
-

Q. Am I required to make available to the public copies of drafts that have not been approved?

- A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

- A.** Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C. Gen. Stat. § 121-4 (2) and § 132-8.1) and the maintenance of “a program for the selection and preservation of public records considered essential to the operation of government and to the protection of the rights and interests of persons” (§ 132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include but are not limited to:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
- Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
- Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
- Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.

See the [Human-Readable Preservation Duplicates guidance](#) issued by the North Carolina Department of Natural and Cultural Resources and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Two criteria for determining historical value are inherent interest and extraordinary documentation:
- Inherent interest is created by non-routine events, by the involvement of famous parties, and by compelling contexts. For instance, foreclosure proceedings from the 1930s have high historical value because they date from the era of the Great Depression.

- Extraordinary documentation is found in records that shed light on political, public, or social history. For instance, the records from the replevin case that returned the Bill of Rights to North Carolina hold more historical value than most property case files because of the political history intertwined with this case.

SANC has further elaborated selection criteria that help distinguish records with historical value:

- Do they protect the rights and property of citizens?
- Do they have a long-term impact on citizens?
- Do they document the core functions of an agency?
- Do they document high-level decision-making that shapes an agency's policies or initiatives?
- Do they summarize an agency's activities?

Contact a [Records Management Analyst](#) for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. I have a lot of unsorted records. What's a good first step for getting a handle on these records?

- A.** We encourage you to create a file plan of what records you have. When you create this plan, you can match each record to its placement on this schedule or on the appropriate retention schedule. A sample file plan is available on our [Records Management Tools webpage](#). Having a file plan can help you strategize how to best organize your physical or digital records. A file plan is also useful in disaster planning and scheduling destructions.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A. Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a [Records Management Analyst](#) for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A. Contact a [Records Management Analyst](#). We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A. Before you offer any record to a historical society, public library, or any other entity, you must contact a [Records Management Analyst](#). Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I contact with questions?

- A. You may contact a [Records Management Analyst](#) directly or email recordsmanagement@dncr.nc.gov.

Q. What types of workshops or training do you offer?

- A. Records Management Analysts conduct [in-person and virtual workshops](#) for local government agencies. There is no fee for these workshops, and a certificate of attendance can be provided upon request. If you would like to schedule a customized workshop for your agency, contact an analyst or email recordsmanagement@dncr.nc.gov.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See [General Records Schedule: Local Government Agencies](#), Audits: Performance (STANDARD 1: ADMINISTRATIVE AND MANAGEMENT RECORDS) and Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the [General Records Schedule: Local Government Agencies](#), their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from a [Records Management Analyst](#).

Q. *What do I do with routing slips, fax over sheets, “while you were out” slips, memory aids, etc.?*

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the [General Records Schedule: Local Government Agencies](#) or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. *What about research materials, drafts, and other working papers used to create a final, official record?*

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports

- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
 - Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented
-

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's [guidance on digital signatures](#).

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records that have met retention should be destroyed in one of the following ways per the N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510:
1. burned, unless prohibited by local ordinance;
 2. shredded or torn so as to destroy the record content of the documents or material concerned;
 3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

Without your agency's approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a [Records Management Analyst](#). An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, an analyst will provide a Request for Disposal of Unscheduled Records form for you to complete. If the records are an active records series, an analyst will work with you to add it to the next update of this schedule.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. We have a sample destructions log available on our [Records Management Tools webpage](#).

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. *When can I delete my e-mail?*

A. E-mail is a public record as defined by N.C. Gen. Stat. § 121-5 and § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. It is the content of each message that is important. If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. It is inappropriate to destroy e-mail simply because storage limits have been reached. Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

See the State Archives' [webpage on managing e-mail as a public record](#) for more guidance.

Q. *May I print my e-mail to file it?*

A. We do not recommend printing e-mail for preservation purposes. Important metadata is lost when e-mail is printed. See [Metadata as a Public Record](#) for more information.

Q. *I use my personal e-mail account for work. No one can see my personal e-mail, right?*

A. The best practice is to avoid using personal resources, including private e-mail accounts, for public business. N.C. Gen. Stat. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant. If you use a personal e-mail for public business, that email is still liable to public records requests and litigation.

Q. *We have an imaging system. Are we required to keep the paper?*

A. You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Paper Records Duplicated by Electronic Means. You can find these templates on the [Electronic Records in](#)

[Local Government Agencies](#) page of the State Archives of North Carolina website. Contact a [Records Management Analyst](#) for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina's [Human-Readable Preservation Duplicate Policy](#) (N.C. Gen. Stat. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

A. The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records, including text messages and social media?

A. There are numerous documents available on the State Archives of North Carolina [Digital Records webpage](#). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 3 years. (On the [General Records Schedule: Local Government Agencies](#), see Leave Records (STANDARD 4: HUMAN RESOURCES RECORDS).

SECURITY PRESERVATION COPIES OF RECORDS

Q. What is the advantage to having security preservation copies of records stored with the State Archives?

- A. Having duplicate copies of essential records in a separate location mitigates the risk that you may lose the only physical copy of a given record in a disaster or other records loss event. Maintaining offsite duplicates of records, regardless of format, is a good practice to adopt.

The State Archives creates duplicate copies on microfilm because of the durability of the medium. Silver negative microfilm does not decay for hundreds of years, ensuring that your records maintain their integrity over time.

Q. What records will the State Archives back up for us?

- A. The State Archives provides security imaging services for minutes of major decision-making boards and commissions. We will also image records of adoptions for Social Services agencies as well as maps and plats from Registers of Deeds offices. Once those records are imaged, they are converted to security microfilm. We will store the silver negative (original) microfilm in our security vault. Contact the Records Management Analyst in charge of imaging coordination for the most current information.
-

Q. How do I start the process of backing up the above listed records?

- A. For more information and instructions for sending records for filming, see the [Microfilming Records for Local Government webpage](#).
-

Q. In the event of a records loss, how do I obtain copies of the security preservation copies stored at the State Archives?

- A. Contact the [Records Management Analyst](#) in charge of imaging coordination who will help you purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.
-

Q. Can I obtain digital copies of the security preservation records?

- A. Yes, you can request digital copies of records when you submit them to the State Archives for initial reproduction. Contact the [Records Management Analyst](#) in charge of imaging coordination to initiate a request for digital duplicates.
-

DISASTER ASSISTANCE

Q. What should I do in case of a fire or flood?

- A.** Secure the area and keep everyone out until fire or other safety professionals allow entry. Then, call our Essential Records Analyst at (252) 639-3543.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Do not dispose of any records that have not met retention, no matter how damaged, without talking to the Essential Records Analyst first.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
-

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, contact the [Essential Records Analyst](#).
-

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. Essential records typically fall into one of five categories:
- Records that are necessary for emergency response, such as Emergency Plans, Continuity of Operations Plans, Emergency Contact Information, Maps and Building Plans, and Infrastructure and Utility Plans
 - Records that are necessary to resume or continue operations, such as Delegations of Authority, Contracts and Leases, Payroll, Insurance Records, and Prison, Jail, and Parole Records
 - Records that protect the health, safety, property, and rights of residents, such as Deeds and Land Records, Birth and Marriage Records, Active Court Proceedings, Education Records, Voting Records, and Professional Licenses

- Records that would require massive resources to reconstruct, such as Tax Records and Geographic Information Systems Data
- Records that document the history of families and communities, such as Historical Documents, Governing Body Minutes, Photographs, and Identity Records

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:

- Parcel data
- Street centerline data
- Corporate limits data
- Extraterritorial jurisdiction data
- Zoning data, address points
- Orthophotography (imagery)
- Utilities
- Emergency/E-911 themes

For more information, see [General Records Schedule: Local Government Agencies](#), STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS).

Q. How often should we capture the datasets retained for their legal, fiscal, evidential, or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

Q. What data formats, compression formats, and media should be used to preserve the data?

- A. Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the [GICC website](#).
-

Q. Who should be responsible for creation and long-term storage of archived data?

- A. The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to [NCOneMap](#), consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

A G E N D A I T E M 1 0 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****F. Register of Deeds Software & Support Agreement*****Manager's Comments:**

The Register of Deeds is requesting Board approval of the Software and Support Agreement with Courthouse Computer Systems for Register of Deeds software services. The agreement provides two options, with staff recommending Option 2, a three-year contract, to maintain the current annual service fee and avoid annual increases during the contract term in the amount of \$44,880. Courthouse Computer Systems has served as the County's software provider since July 2012, and current costs are comparable to other providers in the Register of Deeds software market.

Board action is required to approve the Software and Support Agreement with Courthouse Computer Systems in the amount of \$44,880.

Courthouse Computer Systems-Software License and Support Agreement

THIS AGREEMENT made by and between Courthouse Computer Systems, Inc. ("Licensor") and the Watauga County Register of Deeds office ("Licensee").

The "Agreement" covers software licensing, software support, and website maintenance for a contract period of July 1, 2026 through June 30th 2029 as outlined below:

1. Definitions

1.1. "Designated Environment" means the computer equipment currently in place in the office.

1.2. "Error" means a material failure of the Software to function in conformity with the Specifications.

1.3. "Licensed Copies" means the number of copies of the Software being licensed to the Licensee.

1.4. "Location(s)" means the Licensee office at 842 West King Street, Boone, NC 28607.

1.5. "Office" means the Watauga County Register of Deeds office.

1.6. "Software" refers to any of the supported software modules defined in section two of this Agreement.

1.7. "Fiscal Year" means the twelve months starting in July and continuing through June that mark the financial and accounting year for Watauga County.

2. Software Modules Included

1. Document Recording and Cashiering
2. Document Indexing
3. Document Retrieval
4. Document Imaging
5. Internet Document Retrieval
6. Fee Reporting
7. Vital Records Management
8. Marriage License Issuance
9. Online Marriage Application (both Internet and Office Kiosk)
10. Image Redaction
11. E-Recording
12. User Accounting-including support of escrow accounts
13. Fraud Alert Notification System

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the

county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.

2. The seamless integration of Point of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.

4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.

5. The ability to print traditional index books on-demand.

6. The ability to print traditional document books on-demand.

7. The ability to back-index and back scan vital records.

8. The ability to back-scan document books.

9. Compliance with the 2012 North Carolina Standards for Indexing Real-Property documents as well as any subsequent standards that take effect.

10. Perform those functions and operate in compliance with all representations contained in Licensor's promotional literature.

3. Services Provided by Licensor

1. Website Maintenance- The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.

2. Telephone Support- The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (8:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.

3. Remote Support- Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly. Licensor agrees that it shall use the method of Remote Access chosen by the Licensee. This method may be subject to change as determined by the Information Technology Director for Licensee. Licensee will be sent confirmation of the individual books included in the batch.

4. Additional Services- The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to,

back-file document scanning, and making images of old index books electronically searchable.

5. Statutory Changes-If changes are required either by general statute or state guidelines, the licensor will make necessary software updates at no charge to ensure compliance.

4. Licensee Responsibilities

1. Licensee shall permit secured remote access to the Supported server and PC desktops in order for Licensor to provide service.

2. Licensee shall periodically complete a total backup of all databases maintained by the office.

3. Licensee shall permit free and full access, including secure remote access, to the Supported Hardware in order for Licensor to provide service.

4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.

5. Licensee shall provide remote connectivity, using a method of Licensee's choosing, so that Licensor can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

5. Licensor Responsibilities

1. Licensor shall protect any of the Licensee's confidential information and shall not disclose any of the Licensee's information, public or private, to any third party without written consent from the Watauga County Register of Deeds.

2. While the Licensor is connected to Watauga County over VPN, the Licensor shall protect the County network by maintaining current antivirus software and updates on any connecting PC's and not attempting to connect to any PC's or servers on the Watauga County network that are not PC's or servers used by the Register of Deeds office.

3. Licensor shall not disclose any of Watauga County's network or authentication information to third parties without the written consent of the Watauga County Information Technologies Director.

4. Licensor shall not change any security settings on PC's or servers without the written consent of the Watauga County Information Technologies Director. Security settings may include but are not limited to the creation of network shares, firewall settings, user group assignment, and folder or registry permissions.

6. Loaner Equipment

During the installation of software in the office, the Licensor may loan computer equipment to assist in the transition. All equipment provided by the Licensor remains the property of the Licensor. Any loaner equipment provided by the Licensor will be done so free of charge.

7. Software License

Licensor grants Licensee a non-exclusive, non-transferable license to use up to sixteen copies of the Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensor. Licensee agrees to not make unauthorized copies of the Software and Documentation.

8. Proprietary Rights

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensor, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

9. Confidentiality

9.1 Confidential Information

“Confidential Information”, shall mean the Software, Documentation, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information and in a manner conforming to industry standards, whichever is greater.

9.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

10. Warranty

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor. Licensor further warrants that the Software will perform its intended purpose and shall comply with all representations made in its promotional literature.

11. Price

For the services outlined in this Agreement, Licensee agrees to pay Licenser an initial annual licensing and support fee of \$44,880 and no cents. The Licenser agrees that the software licensing and monthly maintenance and support fee for the services outlined in this Agreement will not increase for the duration of the Agreement.

12. Optional Additional Services

12.1 Customization and Extensive Data Conversion

Additional time allotments for software customization are available on a time and materials basis of \$125 per hour.

13. Term and Termination of Agreement

13.1 Termination and Remedy

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licenser of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

13.2 Breach

The Licenser may terminate this Agreement, without prejudice to any other remedy Licenser may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licenser's notice to Licensee of the breach and Licenser's intent to terminate the License.

13.3 Cessation of Use

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such materials residing in computer memory. Licenser shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information, so long as such repossession does not compromise the future ability of the Register of Deeds to access and retrieve electronic records in accordance with the statutory duties of the Register of Deeds. Licensee shall, within thirty days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted and destroyed.

13.4 Non-Appropriation

Licenser acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriate for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensors of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensors of such limitation or change in Licensee's legal authority.

14. Renewal

This Agreement will renew automatically for subsequent terms of one year. In subsequent Fiscal Years, the Licensee agrees that the annual licensing and support fee shall be annually adjusted by 5.5 percent over the amount payable from the previous year. Licensors shall notify Licensee sixty days in advance of the renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensors at least thirty days prior to the renewal date.

15. Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

16. Survival

Sections 8 and 9 shall survive the termination of this Agreement for any reason.

17. Entire Agreement

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

18. Assignment

Neither party may assign this agreement without the written consent of the other party to this Agreement.

LICENSOR:

LICENSEE:

Charles A. Roederer, III
Courthouse Computer Systems
President

Braxton Eggers
Chairman, Watauga County
Commissioners

Date

Date

Attest:

Madison Mathis
Clerk to the Board

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

Deron Geouque
Watauga County Finance Officer

A G E N D A I T E M 1 0 :**MISCELLANEOUS ADMINISTRATIVE MATTERS*****G. Proposed Property & Liability Insurance and Workers Compensation
Renewals Request*****Manager's Comments:**

Renewal rates for property and liability insurance and workers compensation will be presented for the Board's consideration. The rate for property and liability is \$460,138 or a \$72,471 increase, and the rate for workers compensation is \$227,186; a \$2,249 increase over last year. Based on prior years' claims experience, staff is recommending continuing the property deductible at \$5,000. The Manager's recommended budget includes adequate funds to cover the insurance premiums.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$460,138 and \$227,186 respectively.


NCACC RISK MANAGEMENT POOLS - LIABILITY AND PROPERTY

County: Watauga County					
RENEWAL ESTIMATE					
JULY 1, 2026 to JULY 1, 2027				Date of Quote	5/5/2026
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$5,000	Total Property Values	\$131,119,980	123,956
Minimum Named Storm (All members)		\$25,000			
		\$1,000	Total Inland Marine Values	\$12,989,006	13,859
Flood-Special Hazard *		\$500,000			
*(Lexington or NFIP)		\$25,000		Total	\$137,815
Flood/Earthquake					
General Liability	\$2,000,000	\$0	Population	56,175	26,973
			Number of EMTs	51	3,028
			Total		\$30,001
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	172	78,263
Excess Auto Liability					0
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	172	37,452
Replacement Cost	\$3,300,000		Value of Selected Veh.	\$3,300,000	\$36,242
			Total		\$151,957
Crime	\$250,000	\$1,000	Money on Premises	1	\$1,258
	\$0		Great than \$250,000	0	\$0
			Total		\$1,258
Public Officials Liability	\$2,000,000 per claim	\$5,000 per claim	Population	56,175	27,953
	\$4,000,000 annual aggregate			Total	\$27,953
Law Enforcement Liability	\$2,000,000 per occurrence	\$5,000	Class A Employees	54	53,257
	\$4,000,000 aggregate		Class B Employees	30	16,479
			Class C Employees	25	4,682
			Total		\$74,418
Employment Practices Liability	\$2,000,000 per claim	\$5,000 per claim	Population	56,175	23,736
	\$4,000,000 per aggregate			Total	\$23,736
Employee Benefits Liability	\$2,000,000	\$5,000		Total	included
Environmental Impairment Liability	\$250,000 aggregate	\$0		Total	included
Privacy or Security Event Liability	\$1,000,000 \$10,000,000 Pool Aggregate	\$5,000		Total	\$13,000
Annual Estimated Contribution					\$460,138

Please return this document with signed proposal. Excess cyber or overall liab on separate page(s) if applicable.

2026 PROPERTY SUBLIMITS

\$2,500,000	ACCOUNTS RECEIVABLE	
\$5,000,000	AUTOMATIC COVERAGE	
\$2,500,000	BUSINESS INCOME AND EXTRA EXPENSE COMBINED	
\$250,000	COST OF EXTINGUISHING LANDFILL FIRES	
\$100,000	CONTINGENT TAX REVENUE INTERRUPTION	
\$250,000	CONTINGENT BUSINESS INCOME/CONTINGENT EXTRA EXPENSE	
\$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)	
\$500,000	DECONTAMINATION COSTS	
\$100,000	DEFERRED PAYMENTS	
\$10,000,000	EARTHQUAKE – SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE	
\$2,500,000	ELECTRONIC DATA AND MEDIA	
\$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:	
	SPOILAGE	\$500,000
	SERVICE INTERRUPTION	\$2,500,000
	BUSINESS INTERRUPTION	\$25,000,000
	GROSS EARNINGS AND EXTRA EXPENSE	\$1,000,000
	EXPEDITING EXPENSE	\$500,000
	HAZARDOUS SUBSTANCE	\$1,000,000
	AMMONIA CONTAMINATION	\$500,000
	ELECTRONIC DATA & MEDIA	\$1,000,000
	CFC REFRIGERANTS	\$100,000
	COMPUTER EQUIPMENT	\$50,000,000
\$2,500,000	ERRORS AND OMISSIONS	
\$250,000	EVACUATION EXPENSE	
\$1,000,000	EXPEDITING EXPENSE	
\$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSER OF ACTUAL LOSS SUSTAINED FOR 180 CONSECUTIVE DAYS OR LIMIT SHOWN)	
\$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF \$250,000 PER ITEM	
\$10,000,000	FLOOD - SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE	
\$2,500,000	FLOOD – SUBJECT TO A \$2,500,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD	
\$2,500,000	INCREASED COST OF CONSTRUCTION	
\$2,500,000	INTERRUPTION BY CIVIL AUTHORITY	
\$100,000	OWNED ANIMAL COVERAGE	
\$2,500,000	LEASEHOLD INTEREST	

\$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
\$250,000	MOBILE MEDICAL EQUIPMENT
\$50,000,000	NAMED STORM – APPLICABLE TO ALL MEMBERS
\$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
\$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
\$100,000	PROFESSIONAL FEES
\$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
\$100,000	LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL - SUBJECT TO A \$500,000 ANNUAL AGGREGATE
\$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
\$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
\$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
\$2,500,000	INGRESS/EGRESS
\$100,000	LANDSCAPING, SUBJECT TO \$15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
\$150,000	ANY ONE WATERCRAFT, \$1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
\$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION; \$100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; \$250,000 ANY ONE OCCURRENCE FOR ALL LOCATIONS (SCHEDULED AND UNSCHEDULED)
\$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
\$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A \$50,000 ANNUAL AGGREGATE
\$100,000	UPGRADE TO GREEN



Payment Plan Available: Liability & Property Pool
 County or Entity: **Watauga County**

Quoted on: **5/5/2026**

Original Annual Estimated Contribution:	\$460,138
Flood Coverage (Special Hazard Flood Zones):	\$65,282
Excess Liability:	
Excess Cyber Liability:	
TOTAL* Annual Estimated Contribution:	\$525,420

**Total does not include multi-pool or longevity incentives. See separate page.*

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature

Printed Name

Print Title

Date

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

Financial Officer:

Signature

Date

**Total does not reflect Multi-Pool Discount or Longevity Credit, if applicable to member.*

Please sign and return the accepted proposal by June 15th, 2026.



County or Entity: **Watauga County**

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

\$12,040

Longevity Credit

Percentage of Final Signed Contribution (WC & L&P)

3.0%

The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.

Please note that the multi-pool discount will be applied to the Workers Compensation line for 2026-2027.

Please return this document with your signed proposal.



NCACC Risk Management Pools-Workers' Compensation RENEWAL ESTIMATE JULY 1, 2026 TO JULY 1, 2027

Quoted on: **5/5/2026**

Member:

WATAUGA COUNTY

Limits

Coverage A : Workers Compensation: Statutory
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
6217	EXCAVATION & DRIVERS	\$305,771	1.855	\$5,671
7704	FIRE MARSHALL OR INSPECTOR	\$238,993	1.122	\$2,682
7705	AMBULANCE & E.M.T./E.M.S.	\$4,571,680	1.483	\$67,785
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$0	1.122	\$0
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$6,645,535	1.072	\$71,266
8810	CLERICAL	\$7,576,869	0.095	\$7,210
8810x	CLERICAL -DSS - N/A	\$1,980,351	0.095	\$1,884
8831	HOSPITAL VETERINARY & DRIVERS	\$211,409	0.417	\$882
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLOYEES	\$362,775	0.948	\$3,438
9015	BUILDINGS - NOC	\$1,738,305	1.215	\$21,123
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$180,176	0.415	\$747
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$1,147,781	0.744	\$8,535
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$427,876	2.501	\$10,700
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$2,333,099	0.623	\$14,545
9410x	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$1,719,198	0.623	\$10,718
9999	VOLUNTEERS (NCACC designated class)	\$0	10.740	\$0

Total Estimated Payroll**\$29,439,818***Subject to audit.***2026-2027 Contribution: \$227,186*****Please return this document with your signed proposal.***



Payment Plan Available: Workers' Compensation Pool

Quoted on: **5/5/2026**County or Entity: **WATAUGA COUNTY****Annual Payment Plan:****\$227,186**

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature

Printed Name

Print Title

Date

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

Financial Officer:

Signature

Date

Please sign and return the accepted proposal by June 15th, 2026.

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

H. Boards and Commissions

Manager's Comments:

Volunteer Application – Nicholas Katers

The County has received a volunteer application from Nicholas Katers of Blowing Rock expressing interest in serving on the Blowing Rock Board of Adjustment (Extraterritorial Representation), the Watauga County Planning Board, and the Economic Development Commission. Mr. Katers is recently retired and seeking to become more involved in the community.

He is a retired Colonel, U.S. Army Corps of Engineers, with 28 years of service. Most recently, he served in senior leadership at Appalachian State University Facilities Management (2019–2025), where he provided executive oversight of facilities operations and capital projects, managed a \$50 million budget, and supervised over 300 employees. His background also includes facilities consulting for the Watauga Humane Society and involvement with Boone Sunrise Rotary. He has experience in project management, budgeting, personnel management, and organizational leadership.

This item is presented as a first reading; therefore, no action is required by the Board.

Volunteer Application
Watauga County Boards And Commissions

051926 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: Nicholas Katers

Home Address: 245 Penley Branch Rd

City: Blowing Rock Zip: 28605

Telephone: (H) 254-640-7399 (W) _____ (Fax) _____

Email: nicholas.katers@gmail.com

Place of Employment: Retired

Job Title: _____

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

- | | | |
|-------------------------------------|---|------------------------------------|
| ☐ Bald Mountain | ☐ Stony Fork | ☐ Watauga |
| ☐ New River | ☐ Brushy Fork | ☐ Cove Creek |
| ☐ Beaver Dam | ☐ Meat Camp | ☐ Shawneehaw |
| ☐ Blue Ridge | ☒ Blowing Rock | ☐ Laurel Creek |
| ☐ Elk | ☐ North Fork | ☐ Boone |

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

- | | |
|--|--|
| ☐ Foscoe-Grandfather Community | ☐ Valle Crucis Historic District |
| ☐ Howards Creek Watershed | ☐ Winklers Creek Watershed |
| ☐ South Fork New River Watershed | ☒ Extraterritorial Area |

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

Gender

- ☒ Male
☐ Female

Ethnic Background

- | | |
|--|--------------------------------|
| ☐ African American | ☐ Hispanic |
| ☒ Caucasian | ☐ Other |
| ☐ Native American | |

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

1. Blowing Rock Board Of Adjustments Extraterritorial Representation
2. Watauga County Planning Board
3. Economic Development Commission

Volunteer Application
Watauga County Boards And Commissions
(Continued)

051926 BCC Meeting

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

**Work
Experience:**

APPALACHIAN STATE UNIVERSITY FACILITIES MANAGEMENT (MAR 2019 to JUL 2025) - Senior management for all day-to-day operations for capital projects and facilities operations on Appalachian State University. Managed a \$50M facilities budget and was responsible for over 300 state employees. Executive level program and project management for numerous capital and repair projects with a daily placement value of over \$300M. Also provided administrative management for New River Light and Power which supplies electricity to the university and much of the Town of Boone.

Retired Colonel, U.S. Army Corps of Engineers with 28 years of service.

+

**Volunteer
Experience:**

Watauga Humane Society - Facilities Consultant
Boone Sunrise Rotary member doing various service projects

**Other
Experience:**

Highlights of Experience

- Project Management Professional
- Change Management & Process Redesign
- Recruiting & Staffing Initiatives
- Asset & Risk Management
- Business Administration • Budget Management / Cost Controls
- Human Resources / Team Building
- Logistics / Project Oversight
- Resource Allocation / Conflict Management
- Contacts & Negotiations

**Other
Comments:**

Recently retired and looking to get involved in my community.

Signature: _____



Date: _____

4/22/26

Print Form

Reset Form

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

I. Announcements

Manager's Comments:

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

COMMISSIONERS' COMMENTS

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

BREAK

A G E N D A I T E M 1 3 :

CLOSED SESSION

- Acquisition of Real Property per G.S. § 143-318.11(a)(5)
- Personnel Matters per, G. S. 143-318.11(a)(6)
- Attorney-Client Matters per G. S. § 143-318.11(a)(3)



SUPPLEMENTAL MATERIALS

FROM BOARD MEETING



Watauga County
BOARD OF COMMISSIONERS



PUBLIC COMMENT SIGN-IN

WATAUGA COUNTY BOARD OF COMMISSIONERS

MEETING DATE: May 19, 2026

WATAUGA COUNTY BOARD OF COMMISSIONERS PUBLIC COMMENT RULES

At the April 18, 2023, Watauga County Board of Commissioners meeting, the Board amended the policy for public comment before the Board as follows:

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

- The Board does hereby establish a time period of up to sixty (60) minutes, for an open forum, at the beginning of each regular meeting to hear citizen comments.
- Persons who wish to speak must register on the sign-up sheet located on the information desk outside the meeting room. Sign-up sheets will be available one hour prior to the start of each meeting.
- Speakers shall provide their name and address at the start of their comments.
- Each speaker is allocated up to three (3) minutes to speak. No public comment period shall extend beyond one (1) hour. The Chair reserves the right to reduce the time limitation for individual speakers in order to meet the one (1) hour time limit and as necessary for efficient conduct of business.
- A speaker may not share or relinquish any remaining time they have not used to another speaker and shall only be allowed to speak once during the public comment period.
- Speaker substitutions at the meeting are not allowed.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.
- Speakers shall refrain from personal attacks and/or threats directed towards County staff, elected Board members, or members of the public. Insults, profanity, use of vulgar language or gestures, or other inappropriate behavior are not allowed.
- Speakers shall limit their comments to matters that are germane to, or within the jurisdiction of the Watauga County Board of Commissioners.
- Speakers shall address the Board with any, and all public comments. Comments, questions, jeering, or other interruptions from the audience are not allowed. Speakers shall likewise not address or respond to members of the audience.
- The Chair, or presiding officer, has the authority to enforce the Rules of Decorum. Failure to obey these Rules may result in the forfeiture of the remaining speaking time and possible criminal charges. Individuals who engage in egregious or repeated violations may be asked to leave the meeting.
- During the open forum, speakers should not discuss any of the following:
 - a. Matters which concern the candidacy of any person seeking public office, including that of the person addressing the Board.
 - b. Matters in current or anticipated litigation.
 - c. Advertising or promoting the sale of products, services, or private enterprise.
 - d. Promoting any contest or lottery.

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

Please state your name before speaking.

SPEAKER LIST

- | | |
|-----------------------------------|-----------|
| 1. <u>Diane Cornett Deal WCHM</u> | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

ADDITIONAL SIGN-UP SPACE AVAILABLE ON THE BACK.

- | | |
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| 11. _____ | 31. _____ |
| 12. _____ | 32. _____ |
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| 23. _____ | 43. _____ |
| 24. _____ | 44. _____ |
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| 28. _____ | 48. _____ |
| 29. _____ | 49. _____ |
| 30. _____ | 50. _____ |



PUBLIC HEARING SIGN-IN

WATAUGA COUNTY BOARD OF COMMISSIONERS

HEARING TOPIC: FY 2027 Proposed Budget

HEARING DATE: May 19, 2026

WATAUGA COUNTY BOARD OF COMMISSIONERS PUBLIC HEARING RULES

At the April 16, 2002 Watauga County Board of Commissioners meeting the Board adopted the following rules for scheduled public hearings:

- The length of comment for each speaker may be limited (2, 3, or 5 minutes) dependent on the number of speakers requesting to address the Board.
- The comment shall be restricted to the subject of the public hearing as advertised.
- The Board shall request a civil courteous manner.

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

Please state your name before speaking.

1. Diane Cornett Deal WCHM 15. _____
2. Joe Furrman BACK 16. _____
3. Monica Canuso WCHL 17. _____
4. Martha Gray Friends of WCHL 18. _____
5. Tara Stollenmaier Hunger Halt 19. _____
6. MARLENA GIZEN SATA 20. _____
7. _____ 21. _____
8. _____ 22. _____
9. _____ 23. _____
10. _____ 24. _____
11. _____ 25. _____
12. _____ 26. _____
13. _____ 27. _____
14. _____ 28. _____

NO WAIVER

ADDITIONAL SIGN-UP SPACE AVAILABLE ON THE BACK.

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| 29. _____ | 40. _____ |
| 30. _____ | 41. _____ |
| 31. _____ | 42. _____ |
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| 33. _____ | 44. _____ |
| 34. _____ | 45. _____ |
| 35. _____ | 46. _____ |
| 36. _____ | 47. _____ |
| 37. _____ | 48. _____ |
| 38. _____ | 49. _____ |
| 39. _____ | 50. _____ |





Remarks for FY 2026-27 Budget Hearing
May 19, 2026

Chairman, Commissioners, County Manager, and members of our community,

Thank you for the opportunity to speak tonight on behalf of the Friends of the Watauga County Public Library and the many residents across this county who believe deeply in the value of our public library. I am Martha Gray, President of the Friends.

I am here today to respectfully request that the proposed county budget allocation for the Library renovation be increased from \$50,000 to \$190,000.

This request is not simply about a building. It is about preserving and strengthening one of the most heavily used, most inclusive, and most trusted public spaces in Watauga County.

For nearly 30 years, the Library has faithfully served this community. During those decades, the county has supported and maintained the facility, and we are sincerely grateful for that support. But while the building has aged, the demand for library services has grown dramatically.

The reality is simple: the current facility is working beyond the capacity for which it was designed. The layout no longer meets modern needs.

Since this campaign began, volunteers have pursued every reasonable avenue for support. We have reached out to and/or applied for grants from more than 30 agencies and organizations. As a result of those efforts, more than \$140,000 in grant funding has already been awarded for the renovation project.

In addition, over 190 individual donations and pledges have been made by members of the public and businesses. Also, countless anonymous donations have come through fundraisers and donation jars.

We have raised \$1,310,000, which is 87% of the \$1.5 million estimated cost for this renovation. The people of Watauga County have demonstrated clearly that they believe in this project. Now we are asking the county to help close the remaining gap.

Given the grant deadlines and the timeline for winter construction and project completion before the 2027 summer reading program begins, this is the last opportunity to support the project's full realization.

Libraries are one of the few places left where every person is welcome regardless of age, income, background, or circumstance. All belong there.

Tonight, we respectfully ask the County Commissioners to partner with us in a stronger and more meaningful way. Please increase the proposed FY 2026–2027 library renovation allocation from \$50,000 to \$190,000. This investment will help move this important project from planning into reality.

On behalf of the Friends of the Library, the library staff, volunteers, community organizations, and the 10s of thousands of residents who rely on this library every year, thank you for your time, your consideration, and your continued support of the Watauga County Public Library.

Martha D. Gray, President