STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

COOPERATIVE INTERLOCAL AGREEMENT

This Cooperative Interlocal Agreement made and entered into this _____ day of _____, 2025, by and between the Buncombe County Tourism Development Authority, an Authority duly organized and operating pursuant to the laws of the State of North Carolina (herein "TDA");and the following North Carolina Municipal Corporations: City of Asheville, Town of Black Mountain, Town of Weaverville, Town of Woodfin, (all collectively referred to herein as "Governing Entities"), and Buncombe County, a political subdivision of the State of North Carolina (herein "County").

W I T N E S S E T H:

WHEREAS, Wayfinding refers to a program of directional, informational, and orientation signs, kiosks, gateways, and placemaking or landmark design elements to improve the user experience of orientation and choose a path within the built environment; and

WHEREAS, TDA, in partnership with the Governing Entities and the County implemented a Regional Wayfinding Program in 2008; and,

WHEREAS, in an ongoing partnership with the Governing Entities and the County, the TDA has agreed to continue to manage the Regional Wayfinding Program with such management to consist of: ongoing administration, maintenance including annual system review, signage replacement, addition, and updates as approved based upon the process as set forth herein within the entirety of Buncombe County (herein "Project"); and,

WHEREAS, the Project may consist of directional, informational, and orientation signs, kiosks, gateway, and placemaking or landmark design and sculptural elements mounted in the ground, in sidewalks, on buildings, or on other poles (herein "Signs"); and,

WHEREAS, the Buncombe County Tourism Development Authority, a North Carolina 501(c)6 nonprofit (herein "Explore Asheville") is a contractor of the TDA; and,

WHEREAS, Explore Asheville will serve as a liaison on the Project and the TDA may contract with Explore Asheville to provide any of its duties or responsibilities hereunder.

NOW THEREFORE, in consideration of the above promises and, for other good and valuable consideration, including the promises and covenants set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

A. TERMS AND CONDITIONS

1. *Scope*: The Project was developed in three phases as follows: (a) Phase I-Master Plan Phase-which involved development of a Wayfinding analysis and detailed program for the Signs;

(b) Phase II-Implementation Phase-which involved sign fabrication and installation of the initial program of Signs; and (c) Phase III-Management Phase-which involves arranging for the ongoing management, maintenance of and revisions to the Project. This Agreement recognizes that Phase I and Phase II of the Project have been completed and addresses Phase III only, the ongoing Management Phase.

The role of this Agreement is as follows:

a. To serve as a guide for the ongoing management of the Project and maintenance of the Signs.

b. To be accepted, approved and adopted by resolution of the governing board of each Governing Entity that is a party to this Agreement.

c. To allow the Governing Entities to prohibit themselves from constructing or permitting the construction of other signs within their jurisdictions that may be deemed to be considered destination Wayfinding, or that might otherwise be inconsistent or in conflict with the Interlocal Agreement and Criteria for Inclusion, the current version of which is attached hereto as Exhibit A, and as may be approved by the TDA from time-to-time.

d. To provide criteria for the establishment of new Signs, changes to existing Signs, and the inclusion of new destinations in the Project.

e. To establish mapped boundaries that determine areas of maintenance responsibility and identify the Signs that fall within these boundaries.

f. To put each Governing Entity on notice as to all Signs Assigned to the Governing Entity whether located within or outside of the Governing Entity's jurisdiction. Those Signs to a Governing Entity that are outside each Governing Entity's jurisdiction are shown in the table attached hereto as Exhibit B, as may be amended by the TDA from time to time. For purposes of this Agreement, such Signs are "Assigned" to the applicable Governing Entity.

2. *Duration* The term of this Agreement shall be for a period of ten (10) years commencing from the 1st day of January 2025 until the 1st day of January 2035 and shall automatically renew for successive one (1) year terms unless either party gives the other parties ninety (90) days prior written notice of intent to terminate this Agreement.

3. *Signs within the Right of Way of the State of North Carolina:* The North Carolina Department of Transportation (NCDOT) has the ultimate authority over right-of-way along State owned or maintained roads. Signs proposed for placement in state-maintained right-of-ways must be approved by the North Carolina Department of Transportation (NCDOT) prior to placement. For each Sign to be placed in the state-maintained right of way, the responsible Governing Entity must obtain encroachment approval from the NCDOT. The NCDOT can remove or relocate Signs in the state-maintained right of way at their discretion if the NCDOT deems the changes are needed to ensure public safety or to allow for new construction.

If the NCDOT determines Signs within the state-maintained right of way are not maintained satisfactorily, the NCDOT may choose to perform the maintenance on these Signs. In these cases, the State may be entitled to financial reimbursement from the TDA.

B. ESTABLISHMENT OF WAYFINDING COMMITTEE

1. *Committee:* The parties to this Agreement shall establish a Wayfinding Committee (herein "Committee"), to oversee the approval of requests for complex new signage systems, placemaking or landmark signage requests, and whether to require full or partial payment for the signs and their installation. The Committee shall convene as is necessary based on qualifying actions that come before them.

2. *Powers of Committee*: The Committee is hereby empowered to perform the following acts:

a. Recommend Approval of New Signs. Review applications for new Signs and Sign messages according to the Criteria for Inclusion. The Committee shall make recommendations to the TDA for approval of requests for complex new signage systems, placemaking or landmark signage requests where applicable. The TDA shall have the final authority to approve all new Signs and changes to existing Sign messages. See Exhibit A.

b. When appropriate, require full or partial payment for the materials and installation of new Signs from public and private entities that request such Signs to be added to the Wayfinding Project.

3. *Committee Membership*: The Committee shall consist of a minimum of three (3) members as follows: (a) Explore Asheville Vice President of the Partnership and Destination Management; (b) Explore Asheville Destination Project Manager; and (c) one staff member appointed by the appropriate corresponding Governing Entities. See Exhibit A. At its discretion, the TDA Board can appoint additional at-large members to the committee.

C. FINANCIAL RESPONSIBILITIES AND PROCEDURES

After the TDA has approved a new Sign or change to an existing Sign message, the following sets forth the financial responsibility for such Sign:(Signs not so approved by the TDA shall not be subject to this Agreement).

1. *Replacement of damaged or demolished Signs within the corporate limits of a Governing Entity and the unincorporated areas of Buncombe County:*

a. Responsibility. The TDA shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for damaged or demolished Signs within the corporate limits of a Governing Entity and within the unincorporated areas of Buncombe County.

b. Procedure. Explore Asheville shall be notified of loss or damages to any Sign. The Governing Entities shall retrieve damaged Signs within their jurisdiction or as otherwise Assigned (as defined below) and store them in a safe environment. The reinstallation of damaged or demolished Signs will be coordinated with the vendor's annual inspection and installation follow-up. The TDA shall pay the vendor directly for the costs.

2. *New Signs or New Sign Messages for Destinations that meet the Criteria for Inclusion:*

a. **Financial Responsibility.** The TDA shall pay one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by the Governing Entities when the Sign meets the Criteria for Inclusion. The TDA, through the Committee, reserves the right to develop financial policies that require full or partial cost recovery of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by private entities when the Sign meets the Criteria for Inclusion.

b. **Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will directly invoice the TDA for materials and labor. If the committee determines the costs for materials and installation should be shared with or paid by a private entity requesting the Sign(s), the vendor shall submit a single invoice to the private entity or separate invoices to the TDA and the private entity for the agreed upon shared cost. The TDA and/or private business shall directly pay the vendor for the cost of the Sign materials and subsequent installation. If the private entity is required to pay all or a portion of the cost, the private entity shall provide Explore Asheville with proof of payment. After which, Explore Asheville will coordinate the installation with the designated vendor.

3. *New Signs or new Sign messages for destinations that do not qualify under the Criteria for Inclusion*:

a. Financial Responsibility. If a Governing Entity requests a new Sign or Sign message for a destination owned and/or managed by the Governing Entity that does not meet the Criteria for Inclusion the Governing Entity requesting the Sign or Sign message shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of such Signs or Sign messages. Signs or Sign messages requested by private entities for destinations that do not meet the Criteria for Inclusion will be rejected and will not be eligible for installation.

b. Procedure. Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will invoice the Governing Entity directly for payment. Upon proof of payment, Explore Asheville will coordinate the installation with the vendor.

4. *Terms of Payment*: For all payments outlined in section C of this Agreement, all invoices from the vendor will be accompanied by appropriate documentation of actual costs. All undisputed invoices must be paid within sixty (60) days and shall incur interest at the prevailing interest rate for each day the invoice remains unpaid past sixty days.

D. MAINTENANCE RESPONSIBILITIES

1. *General Maintenance Defined*. Through the course of the year, individual Signs require attention. The Governing Entities are responsible for General Maintenance as defined herein, on those Signs within their jurisdiction as well as any other Signs that have been Assigned. *General maintenance* includes:

a. Removal of graffiti and placards as necessary.

b. Washing/cleaning of all Sign panels and poles as necessary.

c. Removing plant material at the base of the Sign and/or visually obstructing or damaging the Sign.

d. Notifying Explore Asheville in a timely manner of any damaged or demolished Signs within the Governing Entity's corporate limits or as otherwise Assigned. In the event a Sign is damaged to the extent that it is not readable by the driving public (e.g. the Sign is knocked down), the responsible Governing Entity must relocate the damaged Sign to a secure location and notify Explore Asheville of its removal and storage location.

2. *Warranty Maintenance Coverage*: Notwithstanding the foregoing, Explore Asheville acknowledges that some maintenance items above may be covered by certain warranties provided by the fabricator and/or installer of the Signs. If Explore Asheville believes an item of maintenance is covered under the warranties issued, Explore Asheville shall notify the fabricator and/or installer who shall be given a reasonable period of time to honor its warranties. If the fabricator and/or installer does not honor its warranties within such period, then Explore Asheville shall determine how to proceed.

E. ADDITIONAL DUTIES AND RESPONSBILITIES:

1. *The Governing Entities' Representatives*:

a. Appoint a Representative to monitor and ensure compliance with the duties and responsibilities of the Governing Entity as outlined herein and serve as a point of administrative contact for Explore Asheville. See Exhibit A.

a. Provide Explore Asheville with a staff contact who is responsible for retrieving damaged Signs within the Governing Entity's corporate limits and as otherwise Assigned.

2. *The County shall:*

   a. By signing this agreement, the County authorizes the Governing Entities to maintain Signs within jurisdiction of the County, but outside of the corporate limits of the Governing Entities.

   b. The County further acknowledges that should it request the installation of any Sign, it will become a Governing Entity as to all such Signs it requests and will be treated as a Governing Entity for purposes of this Agreement as related to such Signs.

F. DISPOSITION OF PROPERTY UPON DISSOLUTION OF AGREEMENT: Neither the TDA, the County nor any of the Governing Entities may acquire any real property under the terms of this Agreement. All personal property acquired under the terms of this Agreement shall remain with the Governing Entity in whose jurisdiction the Sign is placed or as otherwise Assigned. For all personal property for which there was partial financial participation by a private entity, said personal property shall be held as tenants in common with the applicable Governing Entity and the private entity. Personal property acquired under the terms of this agreement may be disposed of consistent with the financial grant that authorized the purchase or by mutual agreement of the respective parties.

G. REPRESENTATIVES: The names and addresses of the representatives for Explore Asheville, the Governing Entities and the County are as follows:

1. **Explore Asheville (Contact for Signage Requests to the Wayfinding Committee)**
   a. Name: Kimberly Puryear
   b. Title: Destination Project Manager
   c. Address: 27 College Place, Asheville, NC 28801
   d. E-mail Address: kpuryear@exploreasheville.com
   e. Phone Number: (919) 539-5157 (cell)

2. **City of Asheville**
   Transportation
   a. Name: Jessica Morriss
   b. Title: Assistant Director of Transportation
   c. Address: 70 Court Plaza, Asheville, NC 28802
   d. E-mail Address: jmorriss@ashevillenc.gov
   e. Phone Number: (828) 259-5943
   Management
   a. Name: Jaime Matthews
   b. Title: Assistant to the City Manager
   c. Address: 70 Court Plaza, Asheville, NC 28802
   d. E-mail Address: jmatthews@ashevillenc.gov
   e. Phone Number: (828) 251-4541

Downtown

a. Name: Dana Frankel
b. Title: Downtown Planning Manager
c. Address: 70 Court Plaza, Asheville, NC 28802
d. E-mail Address: dfrankel@ashevillenc.gov
e. Phone Number: (828) 251-1122

City of Asheville Contact to Retrieve Damaged or Destroyed Signage

a. Name, Department: Dean Grayson, Transportation
b. Email: dgrayson@ashevillenc.gov
c. Phone: (828) 259-5449

3. **Town of Black Mountain**

a. Name: Jessica Trotman
b. Title: Assistant Town Manager / Planning Director
c. Address: 160 Midland Avenue, Black Mountain, NC 28711
d. E-mail Address: jessica.trotman@tobm.org
e. Phone Number: (828) 419-9300, ext. 370

Town of Black Mountain Contact to Retrieve Damaged or Destroyed Signage

a. Name, Department: Jamey Matthews, Public Services Director
b. Email: Jamey.matthews@townofblackmountain.org
c. Phone: 828.419.9300, ext. 660

4. **Town of Weaverville**

a. Name: James Eller
b. Title: Planning Director
c. Address: P.O. Box 338, Weaverville, NC 28787
d. E-mail Address: seller@weavervillenc.org
e. Phone Number: (828) 484-7002

Town of Weaverville Contact to Retrieve Damaged or Destroyed Signage

a. Name, Department: Dale Pennell, Public Works Director
b. Email: dale.pennell@weavervillenc.org
c. Phone: 828.645.0606

5. **Town of Woodfin**

a. Name: Shannon Tuch
b. Title: Town Manager
c. Address: 90 Elk Mountain Road, Asheville, NC 28804
d. E-mail Address: STuch@Woodfin-NC.gov
e. Phone Number: (828) 253-4887

Town of Woodfin Contact to Retrieve Damaged or Destroyed Signage

a. Name, Department: TBD
b. Email:

c. Phone:

6. **County of Buncombe**
   a. Name: E.B. Odderstol
   b. Title: Economic Development Program Analyst
   c. Address: 46 Valley Street, Asheville, NC 28801
   d. E-mail Address: Elizabeth.Odderstol@buncombecounty.org
   e. Phone Number: (828) 203-5685

H. SEVERABILITY. Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable, and the remaining provisions hereof shall remain in full force and effect.

I. GOVERNING LAW. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

J. ENTIRE AGREEMENT and AMENDMENTS. This Agreement represents the entire understanding between the parties and may not be modified or amended except by an instrument in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Vic Isley, President & CEO	**BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY:** By: _____ Brenda Durden, Chair

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Jonna Sampson, personally came before me this day and acknowledged that she is the Executive Office Manager to the Buncombe County Tourism Development Authority, an Authority created by North Carolina Law, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed in its name by its Chair and attested by herself as its Executive Operations Manager.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

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

Finance Director: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Tamara Mercer, Town Clerk	**TOWN OF WEAVERVILLE:** By: _____ Selena Coffman, Town Manager

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Sarah Gross, Clerk to the Board of County Commissioners	**COUNTY OF BUNCOMBE:** By: _____ Avril Pinder, County Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners for Buncombe County, a Body Politic and Corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by herself as its Clerk to the Board.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Wesley Barker, Town Clerk	**TOWN OF BLACK MOUNTAIN:** By: _____ Josh Harrold, Town Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Wesley Barker, personally came before me this day and acknowledged that he is the Town Clerk of the Town of Black Mountain, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by himself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Gena Powers, Town Clerk	**TOWN OF WOODFIN:** By: _____ Shannon Tuch, Town Administrator

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Woodfin, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Maggie Burleson, City Clerk (official seal)	**CITY OF ASHEVILLE:** By: _____ Debra Campbell, City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Maggie Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

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