

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

**TUESDAY, SEPTEMBER 4, 2018
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 21, 2018, Regular Meeting August 21, 2018, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 4, 2018, AGENDA		11
8:35	4	BUDGET AMENDMENTS	MS. MISTY WATSON	13
8:40	5	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Lease Renewal for Probation and Parole B. Proposed Software Maintenance Agreement C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	15 29 33 35
8:45	6	PUBLIC COMMENT		37
9:45	7	BREAK		37
9:50	8	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		37
10:00	9	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 21, 2018, Regular Meeting

August 21, 2018, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 21, 2018**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 21, 2018, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Jimmy Hodges, Commissioner
 Larry Turnbow, Commissioner
 Perry Yates, Commissioner
 Frank C. "Ham" Wilson, III, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:35 P.M.

Commissioner Hodges opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 7, 2018, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the August 7, 2018, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the August 7, 2018, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the August 21, 2018, agenda.

County Manager Geouque requested to add consideration of a Special Warranty Deed for the 131 Morningside Drive property and to add discussion of Land Acquisition, per, G. S. 143-318.11(a)(5)(i) to closed session.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the August 21, 2018, agenda as amended.

VOTE: Aye-5
Nay-0

Chairman Welch shared a plaque presented to the Board of Commissioners from the High Country Chapter of the Military Officers Association of America (MOAA) in appreciation of the Board’s support of the Watauga County Veterans Memorial which was dedicated and unveiled on July 4, 2018.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED FINANCING OF THE NEW COMMUNITY RECREATION CENTER

Chairman Welch stated that a public hearing was scheduled to allow citizen comment on the proposed financing of the new Community Recreation Center as required by the Local Government Commission.

Commissioner Yates, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:40 P.M.

VOTE: Aye-5
Nay-0

The following shared comments regarding the proposed financing of the new Community Recreation Center:

- | | | | |
|---------------|------------------|-----------------|---------------|
| Karen Carter | Andy Hill | Erin Patterson | Eric Heistand |
| Craig Dudley | George Wilcox | Josh Wilson | Wright Tilley |
| Jim Bryan | Jerry Cantwell | Dave Robertson | Trent Carter |
| Ron Henries | Joan Bathanti | Melissa Weddell | Sam Hawes |
| David Jackson | Scott St. Clair | Stephanie West | |
| Billy Norris | Brenda Speckmann | Carson Coatney | |

Of the twenty-two speakers, eighteen spoke in support of the project and four spoke against the project.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to close the public hearing at 6:45 P.M.

VOTE: Aye-5
Nay-0

RESOLUTION AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

County Manager Geouque presented a proposed resolution authorizing the negotiation of an installment financing contract and providing for certain other related matters thereto. The resolution is required by the Local Government Commission (LGC) for the approval of the financing of the Community Recreation Center.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the resolution authorizing the negotiation of an installment financing contract and providing for certain other related matters thereto as presented.

VOTE: Aye-5
Nay-0

Chairman Welch recessed the meeting at 6:58 P.M. for a short break and reconvened the meeting at 7:10 P.M.

PROPOSED RESOLUTION TO FORMALLY RECOGNIZE AND AUTHORIZE THE ESTABLISHMENT OF THE WATAUGA COUNTY FOOD COUNCIL

Ms. Faith Bradley with the Watauga Food Council requested consideration of a resolution which would provide formal recognition of Watauga Food Council. Ms. Bradley stated that the Food Council is an umbrella organization serving to coordinate and identify strategies to help improve the local food system. Ms. Bradley read the resolution which includes the request for in-kind support from the County including the involvement of staff from key County Departments, with the required approval of Departmental Directors; the use of County facilities for meeting space, as available; and the referrals of volunteers to the working groups of the Watauga County Food Council by the Board of Commissioners to offer input and help guide its direction. County Manager Geouque suggested the Food Council make reports to the Board throughout the year to provide updates on their projects.

Vice-Chairman Kennedy, second by Commissioner Turnbow, moved to adopt the resolution formally recognizing and authorizing the establishment of the Watauga County Food Council as presented.

VOTE: Aye-5
Nay-0

PROJECT ON AGING MATTERS

A. Request to Accept FY 2019 Senior's Health Insurance Information Program (SHIIP) Grant/Contract

Ms. Angie Boitnotte, Director of Project on Aging (POA), presented the FY 2019 grant/contract for the Senior's Health Insurance Information Program (SHIIP). The grant is in the amount of

\$3,231 and requires no County funds. The funds are used to provide assistance and outreach to low-income citizens.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to accept the Senior's Health Insurance Information Program (SHIIP) grant in the amount of \$3,231.

VOTE: Aye-5
Nay-0

B. Request to Accept General Purpose Funding for Senior Centers

Ms. Boitnotte presented additional Senior Center General Purpose funding available to the County's two senior centers in the amount of \$14,257. A 25% local match is required in the amount of \$4,752 which is present in the current Project on Aging budget.

Commissioner Yates, seconded by Commissioner Turnbow, moved to accept the additional Senior Center General Purpose funding in the amount of \$14,257 and approve the local match in the amount of \$4,752.

VOTE: Aye-5
Nay-0

BID AWARD REQUEST FOR LARGE INDUSTRIAL INFIELD RENOVATION PROJECT

Mr. Robert Marsh, Maintenance Director, presented the following bids for the replacement of the large industrial field backstop and fencing:

Bidder	Amount
American Fence Company, Hickory, NC	\$64,972
Triangle Fence Company, Rhonda, NC	\$42,020
Rio Grande Fence Company, Kingsport, TN	\$38,870
McCall Commercial Fencing, Inc., Gray, TN	\$28,388
Emory Wallace Fence Company, Boone, NC	No Bid
Champion Fence, Charlotte, NC	No Bid
Fence Builders, Winston- Salem, NC	No Response
Sharp Fence, Kingsport, TN	No Response

Mr. Marsh stated that eight vendors were solicited with four responding to the bid proposal. McCall Commercial Fencing was the lowest responsive bidder in the amount of \$28,388. Adequate funds have been budgeted in the Fiscal Year 2018-2019 budget.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid to McCall Commercial Fencing in the amount of \$28,388 for backstop and fencing replacement at the industrial field.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 2018. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for July 2018 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Refunds and Releases Report for July 2018 as presented.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
103991-399100	Fund Balance		\$267,133
109800-498021	Transfer to Capital Projects Fund	\$267,133	
213980-398100	Transfer from General Fund		\$267,133
219930-459122	WCS CIP – Projectors	\$68,748	
219930-459122	WCS CIP – Vehicles	\$21,467	
219930-459122	WCS CIP – Vehicles Bus	\$408	
219930-459122	WCS CIP – Computers	\$2,901	
219930-459122	WCS CIP – Mobile Classroom Units	\$138,609	
219930-459122	WCS CIP – WHS Sealant on Track	\$35,000	

The amendment returned unused Capital Improvement Project funds from completed projects to set aside capital project funds for the schools.

143300-343300	Adoption Promotion Funds		\$58,800
145410-440006	Adoption Promotion	\$58,800	

The amendment recognizes funds received from the North Carolina Department of Health and Human Services for the enhancement of programs to encourage and support adoption.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. NC Department of Health and Human Services (DHHS)/County Memorandum of Understanding (MOU) Pursuant to G. S. 108A-74 Update

At the June 19th meeting the Board tabled action on the Memorandum of Understanding (MOU) with the NC Department of Health and Human Services (DHHS). Mr. Tom Hughes, Social Services Director, presented the MOU with the NC Department of Health and Human Services for consideration. The MOU is required per NCGS 108A-74. Counties are required to enter into annual written agreements for all social services programs other than medical assistance. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services program. Mr. Hughes stated that thirty-four counties had submitted a cover letter with their MOU citing reservations with the MOU and other counties added a writ to the end of their signed MOUs. Many of the MOUs that included the writ were returned with a request from the State to resubmit the MOU without the writ attached. The MOU's with the letters attached were accepted. County Attorney di Santi presented a proposed resolution to accompany Watauga County's MOU. The resolution states that the County signed the MOU with reservation and requests DHHS consider modifying the mandatory criteria and benchmarks imposed by the MOU to address small counties. The resolution also request DHHS to reconsider the oversight, compliance and enforcement process.

After discussion, Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Memorandum of Understanding and adopt the "Resolution Regarding the HB 630 Required Agreement Between the North Carolina Department of Health and Human Services ("DHHS") and Watauga County, North Carolina (the "County") and the Watauga County Department of Social Services ("DSS")."

NCDHHS sent notification they were in receipt of the County's request and are unable to sign the documents provided. NCDHHS requested the County resubmit the signed MOU without any attachments or edits to the language. After discussion, Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to table further discussion to give the County Manager time to contact other counties to see how they handled the Memorandum of Understanding with the North Carolina Department of Health and Human Services.

The County Manager was able to determine that Yadkin and Watauga counties were the only two out of the 100 counties not to have signed the MOU. The County Manager also received a telephone call from the NCDHHS Secretary and Deputy Secretary. During the telephone call, it was determined that it would be beneficial for at least two of the Board members to have a follow up conversation with NCDHHS Secretary and Deputy Secretary. The County Manager was to select a few times for a possible telephone call.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to direct Chairman Welch, Commissioner Turnbow, the County Manager and the Social Services Director to hold a conference call with the NC Department of Health and Human Services.

VOTE: Aye-5
Nay-0

B. Proposed Corrected Special Warranty Deed for 131 Morningside Drive Property

County Manager Geouque presented a correction to the Special Warranty Deed for the 131 Morningside Drive property that was deeded by the County to The Town of Boone to which the required FEMA restrictions have been added. The restrictions should have been added when Mr. and Mrs. Cowart deeded the property to Watauga County in 2016. The County Attorney prepared the Correction Special Warranty Deed.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the Correction Special Warranty Deed as presented.

VOTE: Aye-5
Nay-0

C. Sheriff's Office Vehicle Purchase Request

County Manager Geouque stated that the Sheriff's Office received bids from Asheville Ford for six (6) new all-wheel drive 2018 Ford Police Interceptors with a unit price of \$28,265.97. In addition, up-fitting for the vehicles was priced at \$6,091.82 per unit.

At the August 7, 2018, meeting, staff requested the Board approve the purchase of six (6) new all-wheel drive 2018 Ford Police Interceptors with a unit price of \$28,265.97 from Asheville Ford for a total amount of \$174,720 including taxes and tags. In addition, approval of Dana Safety Supply for all of the vehicles in the amount of \$6,091.82 per unit for a total amount of \$36,551 was required.

After considerable discussion, the Board tabled the request until a bid from Modern Ford could be obtained. Captain Kelly Redmon was able to obtain a bid from Modern Ford which is \$99 less than the bid provided by Asheville Ford. Discussion was held regarding whether Modern Ford had a competitive advantage since the bids had been opened prior to their bid.

After discussion, Commissioner Yates, seconded by Commissioner Turnbow, moved to award the bid to Modern Ford in the amount of \$28,166 for a total amount of \$168,996 not including taxes and tags; to approve the amount of \$36,551 for Dana Safety Supply to up-fit the vehicles; and to direct the Sheriff's Office, as well as all County Departments, to always request a direct bid from local vendors in addition to the Sheriff's Association and State contract prices.

VOTE: Aye-5
Nay-0

D. Announcements

County Manager Geouque announced the following:

- The 111th NCACC Annual Conference will be held August 23-25, 2018, in Catawba County. Visit www.ncacc.org/AnnualConference for full information.

- The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 7, 2018, at Linville Ridge.

PUBLIC COMMENT

Ms. Anne Ward shared her opinion on the recent Court of Appeals ruling for the Henions and requested the County support the Henions and require Maymead to have no deviations from their plans.

CLOSED SESSION

At 7:42 P.M., Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 8:15 P.M.

VOTE: Aye-5
Nay-0

County Manager Geouque stated that Mr. Chad Roberson, Architect for the new Community Recreation Center, is willing to come and meet with Commissioners, a couple at a time, to field any questions there may be regarding the project.

Upon realizing that discussion was not held regarding an Attorney/Client matter, Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to re-enter Closed Session at 8:18 P.M. to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3)

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 8:36 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:36 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 4, 2018, AGENDA

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AGENDA ITEM 4:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY
FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Budget Amendments - FY 2018/19
DATE: September 4, 2018

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>		<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300	332004	Senior Center Grant		14,257
105550	449900	Senior Center Grant Expenses	14,257	

To recognize the acceptance of the Senior Center grant funds. County dollars required as match funds are already in the POA budget.

103300	332004	SHIIP Grant		3,231
105550	449901	SHIIP Grant expenses	3,231	

To recognize the acceptance of the State Health Insurance Information Program (SHIIP) grant funds. No match is required.

AGENDA ITEM 5:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Lease Renewal for Probation and Parole

MANAGER'S COMMENTS:

Please find attached a lease agreement from the North Carolina Department of Public Safety regarding the Probation and Parole space. DPS-Probation and Parole have occupied the space for several years with no fee as per North Carolina General Statutes.

Board action is requested to approve the lease as presented and reviewed by the County Attorney.

Staff seeks direction from the Board.



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

August 16, 2018

Deron Geouque, County Manager
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607

RE: File# N/A County Provided Space in Watauga County, NC (Lease Attached)

Hello Mr. Geouque,

Hope all is well! Our **DPS-Probation and Parole** staff has been occupying space without a leased space agreement since July, 2017. With respect to §Statute 15-209 and in effort to initiate the request, please see “no cost” lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

Angela C. Conyers, Administrative Specialist II
Phone: 919-324-6228
angela.conyers@ncdps.gov
www.ncdps.gov



MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2018, by and between **COUNTY of WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

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

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 **County of Watauga**, North Carolina, more particularly described as follows:

Being +/- 2,195 net square feet of office space located at 133 North Water Street, Boone, Watauga County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Probation and Parole)

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

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st day of October, 2018** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of September, 2021**.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

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 a 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 telephone.
- D. Parking as available.
- E. 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.

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 fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements 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, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of 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, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

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.

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 hold over 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 **814 West King Street, Suite 205, Boone, North Carolina 28607** and the Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27603-4227**. 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 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.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS-Purchase and Logistics

LESSOR: _____ (SEAL)
The County of Watauga
Deron Geouque, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Deron Geouque**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Watauga County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

Notary Public

My commission expires August 19, 2019

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 18th day of March, 2014, by and between **COUNTY of WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

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

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

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 **(See Below) County of Watauga**, North Carolina, more particularly described as follows:

Office space located at 133 N. Water Street, Boone, Watauga County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY – PROBATION & PAROLE)

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

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st. day of April, 2014** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st. day of March 2017**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

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 a 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. Parking as available.
- D. 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.

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 invoice the amount thereof to the Lessor. 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 fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements 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, this lease shall immediately terminate. In case of 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, and during such period of repair, the County shall provide such temporary space as to comply with the requirements of N.C.G.S.15-209.

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.

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 hold over 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 **814 W. King Street, Suite 205, Boone, North Carolina 28607** and the Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. 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.

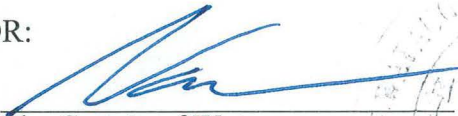
“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization 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.”

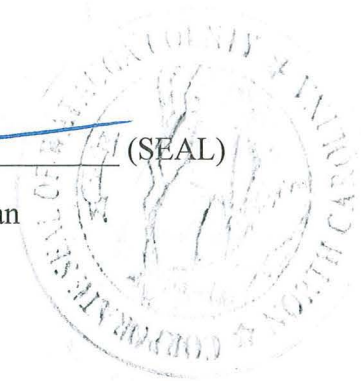
IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By:  (SEAL)
Drew Harbinson,
Director of Purchasing & Logistics

LESSOR:

 (SEAL)
The County of Watauga
Nathan A. Miller, Chairman



ATTEST:


Anita Fogle
Clerk to the Board

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

 6-16-14
Margaret Pierce
Watauga County Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

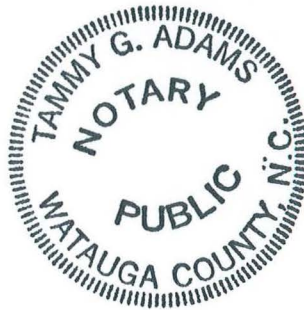
I, Tammy G. Adams, a Notary Public in and for the County and State aforesaid, do hereby certify that **Nathan A. Miller**, personally came before me this day and acknowledged that he is the **Chairman of the Watauga County Board of Commissioners**, and that by authority and given as an act of **Watauga County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 13th day of June, 2014.

Tammy G. Adams
Notary Public

My Commission Expires:

August 5, 2017



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Drew Harbinson**, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 24th day of June, 2014.

Wanda B. Hicks
Notary Public

My commission expires August 19, 2014

AGENDA ITEM 5:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Software Maintenance Agreement

MANAGER'S COMMENTS:

Staff is requesting Board approval of the software renewal for the Communications Department. The County has utilized the software for many years for processing and prioritizing 911, medical, fire, and police calls. The agreement includes annual maintenance, updates for both software and card sets used in the 911 center, and 24/7 technical support. The cost is \$16,800 and adequate funds have been budgeted to cover the expense.

Board approval is requested to renew the agreement with Priority Dispatch in the amount of \$16,800 for dispatching software for 911 calls.



WATAUGA COUNTY

DEPARTMENT OF COMMUNICATIONS AND EMERGENCY SERVICES

184 Hodges Gap Road, Suite D ♦ Boone, North Carolina 28607 Phone (828) 265-5708
FAX (828) 265-7617

August 16, 2018

To: Watauga County Board of Commissioners

Re: Yearly Maintenance Agreement

Cc: Deron Geouque

Watauga County Communications and Emergency Services have been using Priority Dispatch's Extended Service dispatching software for processing and prioritizing of 911 calls, Medical, Fire, and Police, for many years. This software is used nationally and has set the standards for emergency call-taking. This agreement for Annual License Renewal, Service & Support includes annual maintenance, updates for both software and cardsets used in the 911 Center, and 24/7 technical support.

I have attached a copy of the Client Service and Product Support agreement for your review.

ProQA ESP (Platinum) License Renewal, Service, & Support for FY2018/2019	\$16,800.00
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The County Manager will present these requests in the absence of our director.

The above agreement was funded in the 2018-19 year budget. I respectfully request the Watauga County Board of Commissioners to consider and approve this maintenance agreement.



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Alicia Simper
 Phone: (800) 363-9127 Ext.
 Email: alicia.simper@prioritydispatch.net

Agency: Watauga County Communications
 Agency ID#: 7953
 Quote #: Q-22853
 Date: 2/12/2018
 Offer Valid Through: 4/18/2018
 Payment Terms: Net 30
 Currency: USD

Bill To:
 Watauga County Communications
 184 Hodges Gap Rd
 Suite D
 Boone, North Carolina 28607
 United States

Ship To:
 Watauga County Communications
 184 Hodges Gap Road Suite D
 Boone, North Carolina 28607
 United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA ESP (P) 5M/5F/4P License Renewal, Service & Support	5	3,600.00	16,800.00
2	AQUA ESP M/F/P License Renewal, Service & Support	1	675.00	0.00
3	Backup Cardset ESP M/F/P License Renewal, Service & Support	5	147.00	0.00
4	Shipping & Handling	1	0.00	0.00

Discount	USD 2,610.00
Subtotal	USD 16,800.00
Estimated Tax	
Total	USD 16,800.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."

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AGENDA ITEM 5:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Workforce Development Board

Mr. Keith Deveraux, Director of High Country Council of Governments Work Force Development Board, has requested the appointment of Ms. Tara Brossa.

Anita.Fogle

From: Keith Deveraux <keith.deveraux@highcountrywdb.com>
Sent: Thursday, July 12, 2018 11:36 AM
To: Anita.Fogle
Subject: Request to have the Watauga County Board of Commissioners to appoint Tara Brossa to the High Country Workforce Development Board
Attachments: HCWDB request appointment of Tara Brossa 7-12-2018.docx

Anita, please start the process to have Tara Brossa appointed to the High Country Workforce Development Board. Please see the attached document. Thank you for your time and attention regarding this request.

Keith Deveraux**Director**

(828) 265-5434, ext.130

www.highcountrywdb.com

Services and activities funded by the High Country Workforce Development Board are equal opportunity employers/programs. Auxiliary aids and services are available upon request to persons with disabilities. To place a free relay call in North Carolina, dial 711.

AGENDA ITEM 5:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 7, 2018, at Linville Ridge.

The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 19, 2018, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.



Caldwell Community College and Technical Institute

Office of the President



August 23, 2018

Mr. Deron Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees, and the Watauga County Commissioners on Wednesday, September 19, 2018 at 6:00 p.m. at the Watauga Instructional Facility on Hwy 105 By-pass, Room 112.

Please check the date and time with the commissioners and let my assistant, Donna Church know either by e-mail: dchurch@cccti.edu or phone: 828-726-2210, if September 19, 2018 at 6:00 p.m. will accommodate the commissioner's schedule. Since a meal will be provided, please let us know who will be attending by Monday, Sept. 10, 2018.

Sincerely,

Mark J. Poarch, Ed.D.
President

Cc: John Welch, Chairman
Watauga County Commissioners

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210
Email: mpoarch@cccti.edu • Fax: 828.726.2300 • www.cccti.edu

AGENDA ITEM 6:

PUBLIC COMMENT

AGENDA ITEM 7:

BREAK

AGENDA ITEM 8:

CLOSED SESSION

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