

Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 8:30 A.M. on Tuesday, September 1, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

The public may access this meeting by:

Calling: +1 929 205 6099 and entering the following:

Meeting ID: 873 1122 9142

Password: 12345

OR

Clicking the following link:

<https://us02web.zoom.us/j/87311229142?pwd=bDYzVktobnpaS1VEWlpRSnpDdmRRZz09>

The County is making every effort to ensure that the public is able to listen to the meeting and participate in the public comments portion. You may submit written public comment by email to: public.comments@watgov.org or by mail to:

Clerk to the Board of Commissioners
814 West King Street, Suite 205
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, August 31, 2020, will be available to view by the time of the meeting (September 1, 2020, at 8:30 A.M.) on the County's website at: http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

A recording of this meeting will be available by 5:00 P.M. on Tuesday, September 1, 2020, on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

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

**TUESDAY, SEPTEMBER 1, 2020
8:30 A.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' CONFERENCE ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: AUGUST 18, 2020, REGULAR MEETING AUGUST 18, 2020, CLOSED SESSION		1
	3	APPROVAL OF THE SEPTEMBER 1, 2020, AGENDA		7
8:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	Ms. JEN GREENE	9
8:40	5	UPDATE ON NEW RIVER CONSERVANCY PROJECTS IN WATAUGA COUNTY	MR. GEORGE SANTUCCI	11
8:45	6	PROPOSED ACCEPTANCE OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT ALLOCATION FOR PROJECT ON AGING	Ms. ANGIE BOITNOTTE	33
8:50	7	PROPOSED RENEWAL OF COMMUNICATIONS MAINTENANCE CONTRACTS WITH MOBILE COMMUNICATIONS AMERICA	MR. WILL HOLT	37
8:55	8	PROPOSED ENGINEERING SERVICES FOR SANITATION SCALE AND TRANSFER STATION AREA IMPROVEMENTS	MR. REX BUCK	47
9:00	9	RAINBOW TRAIL BOARD OF ADJUSTMENT APPEAL UPDATE	MR. ANTHONY DI SANTI	69
9:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Forest Service Lease Agreement for Space in the East Annex B. Transfer of Mabel Elementary School to the Watauga County Board of Education C. Boards and Commissions D. Announcements	MR. DERON GEOQUE	71 83 91 93
9:10	11	PUBLIC COMMENT	BY WRITTEN SUBMISSION	95
9:15	12	BREAK		95
9:20	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		95
9:30	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 18, 2020, Regular Meeting

August 18, 2020, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 18, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 18, 2020, at 5:30 P.M. remotely with the meeting originating in the Commissioners' Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 5:41 P.M. The following were present:

PRESENT VIA ELECTRONIC MEANS:

John Welch, Chairman
Billy Kennedy, Vice-Chairman
Larry Turnbow, Commissioner
Charlie Wallin, Commissioner
Perry Yates, Commissioner
Anthony di Santi, County Attorney
Deron Geouque, County Manager

Commissioner Yates 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 4, 2020, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the August 4, 2020, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the August 4, 2020, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the August 18, 2020, agenda.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the August 18, 2020, agenda as presented.

VOTE: Aye-5
Nay-0

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, was to provide an update on the Coronavirus (COVID-19) pandemic; however, Ms. Greene wasn't available at the time of the meeting. Therefore, the update was tabled until the September 1, 2020, meeting.

RIVERS WALK UTILITY EASEMENT REQUEST

Mr. Alan Crees, with Municipal Engineering Services, presented a request for a water easement on County-owned property for the Town of Boone. The easement through the West Annex property would allow for a tap on to the new twelve-inch water main on West King Street. The water line would then go across the West Annex property on the western side of the Cooperative Extension Building to connect to the Rivers Walk Project.

Mr. Crees stated that originally there were two options for the water line. One was for the water line to run under Burrell Street from West King Street and the other was for the line to run on the eastern side of the Cooperative Extension Building where Watauga Medics' ambulance base is located.

Mr. Crees stated that contractors met with County Manager Geouque and County Maintenance Director, Mr. Robert Marsh, to formulate the better route so as to not interfere with ambulance services during the construction phase. Mr. Crees stated the County had also requested a fire hydrant be located at the County's unpaved lot (Impound Lot) adjacent to the Rivers Walk Project and a tap be installed in the event the County improved the property for future use.

During discussion, concerns were raised regarding the route of the waterline across County property. County Manager Geouque stated that a Department of Transportation Right-of-Way inhibited the Burrell Street option and if the County improved the Impound Lot the line nearest that area may, at that time, have to be relocated. Mr. Crees stated that the line could come straight out of the Poplar Grove Road Line in place of curving toward the project or the line could be pushed to the edge of the drive closer to Poplar Grove Road. Rivers Walk Attorney, Mr. Tucker Deal, joined the discussion to add that the County could elect the exact location of the portion of the water line located on County property.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the easement as to be prepared by the County Attorney with the route for the water line to be located to the best advantage of the County.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

County Manager Geouque, on behalf of Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 2020. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

County Manager Geouque presented the Refunds and Releases Report for July 2020 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for July 2020 as presented.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

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

Account #	Description	Debit	Credit
105550-422000	Food and Provisions	\$38,127	
103300-332008	FFCRA Grant		\$38,127

The amendment recognized the acceptance of the NC Division of Aging and Adults Services funding for the FFCRA Act as approved per Board action on June 9, 2020

104286-457002	Capital Outlay – Leasehold Improvements	\$24,655
109800-498021	Transfer to Capital Projects Fund	\$24,655
213980-398100	Transfer from General Fund	\$24,655
213991-399101	Appropriated Fund Balance	\$24,655

The amendment returned unused CIP funds from the Anne-Marie paving project to CIP.

293270-312009	Occupancy Tax Revenues	\$32,000
294140-469900	Watauga County District U TDA	\$32,000

The amendment recognized additional projected occupancy tax revenues above original budgeted amount.

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

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Request from Watauga Humane Society Regarding Current Loan

County Manager Geouque stated that the Watauga Humane Society had requested to modify their current loan agreement with the County. The current loan went into effect November 26, 2019, with a maturity date of December 1, 2029. The Humane Society had requested the Board authorize interest only payments from September 1, 2020, through August 1, 2021, which would extend the loan expiration date to December 1, 2030.

Commissioner Turnbow stated that the Humane Society had required updates to the dog kennels. The same type of updates, to the cat condos, were made in 2019 with funds generated through fundraisers. With the COVID-19 pandemic, fundraisers have not generated enough funds in 2020 to cover the required dog kennel updates.

Commissioner Turnbow, seconded by Commissioner Yates, moved to authorize the loan modification and direct the County Attorney to draft the necessary changes to the current loan agreement.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

Recreation Commission

Chairman Welch stated that Dr. Joy James had been recommended by Dr. Melissa Weddell, the Recreation Management Chair, to replace Dr. Stephanie West, as an Appalachian State University (ASU) representative to the Recreation Commission for a three-year term.

Chairman Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Dr. Joy James to a three-year term to serve as an Appalachian State University (ASU) representative to the Watauga County Recreation Commission.

VOTE: Aye-5
Nay-0

C. Announcements

Chairman Welch stated that there were no announcements.

Vice-Chairman Kennedy asked County Attorney di Santi if there was anything he could share with the public in regards to the Rainbow Trail Board of Adjustment Appeal. Mr. di Santi stated that the case was pending before Judge Gavenus in Superior Court.

Chairman Welch stated that more information would be provided on a future agenda.

PUBLIC COMMENT

Chairman Welch stated that written comments were made available to view on the County's website and at the County Manager's Office.

[Clerk's Note: Written comments were received by the 5:00 P.M. deadline on August 17, 2020, from the following: Tony Hemp, Melissa Riley, and Jill Flood.]

CLOSED SESSION

At 6:19 P.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i). The following lawsuits were included in discussion during closed session: The Rainbow Trail Board of Adjustment Appeal, the Town of Boone lawsuit regarding sales tax distribution and the lawsuit against the Town of Boone regarding the water allocation.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 6:51 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adjourn the meeting at 6:52 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 1, 2020, AGENDA

Blank Page

AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

Blank Page

AGENDA ITEM 5:

UPDATE ON NEW RIVER CONSERVANCY PROJECTS IN WATAUGA COUNTY

MANAGER'S COMMENTS:

Mr. George Santucci, New River Conservancy, will update the Commissioners on NRC Projects in Watauga County. The projects include the South Fork Restoration Project along Brookshire Park, Middle Fork Restoration Project along Section 1B of the Greenway, a stormwater planning project on Winklers Creek, and the Boone Creek Daylighting Project in Peacock Lot on campus.

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



New River Conservancy

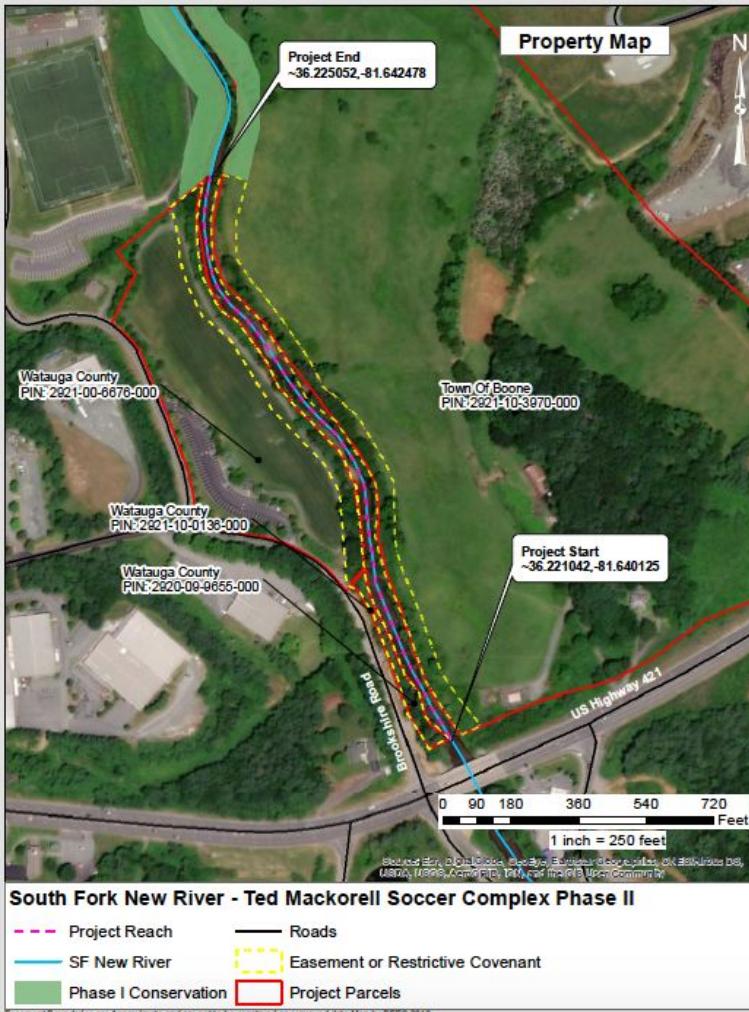
*Protecting the waters, woodlands and wildlife
of the New River Watershed*

Project Updates

1. South Fork New River Restoration Phase II
1. Middle Fork New River Restoration
1. Winkler's Creek Plan
1. Peacock Lot/Boone Creek

1. South Fork New River Restoration Phase II

- 1,700 linear feet
- Eroding and undermined streambanks
- Falling trees
- No vegetative buffer
- Little aquatic habitat
- Sedimentation
- No floodplain access





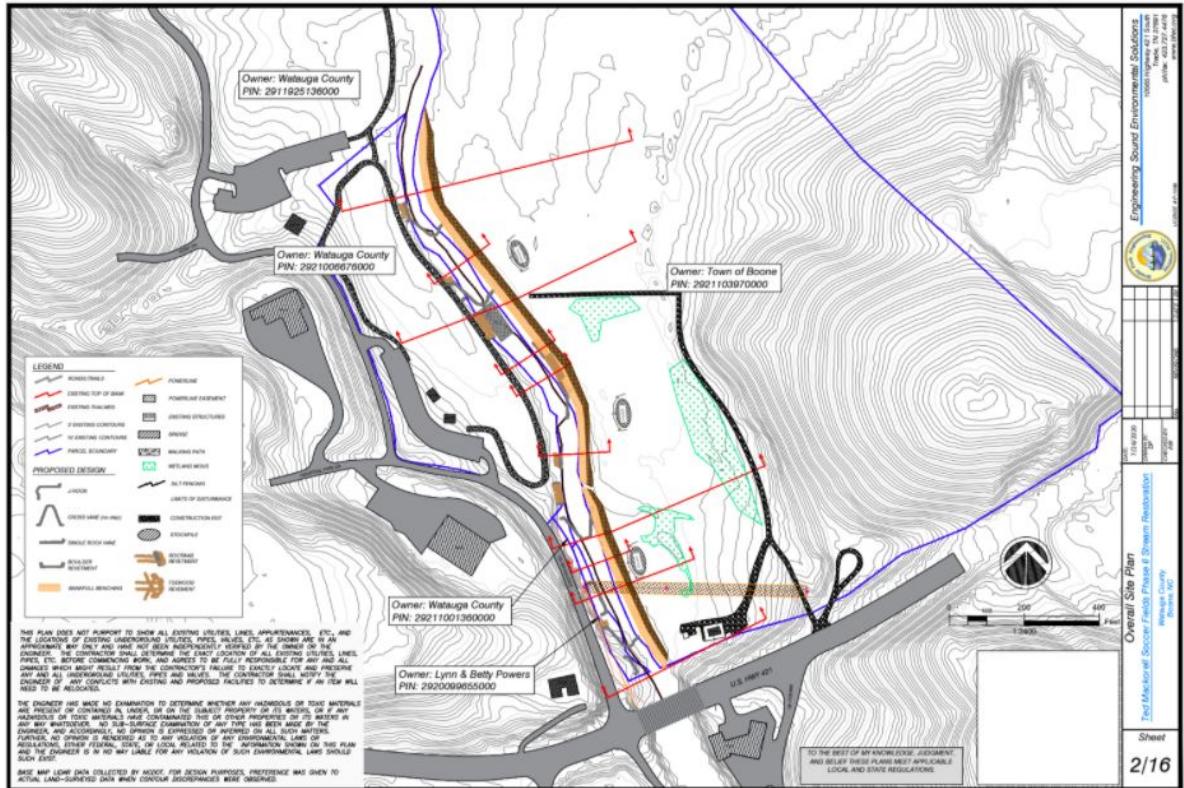
090120 BCC Meeting



Watauga's previous restoration to stabilize the greenway trail.

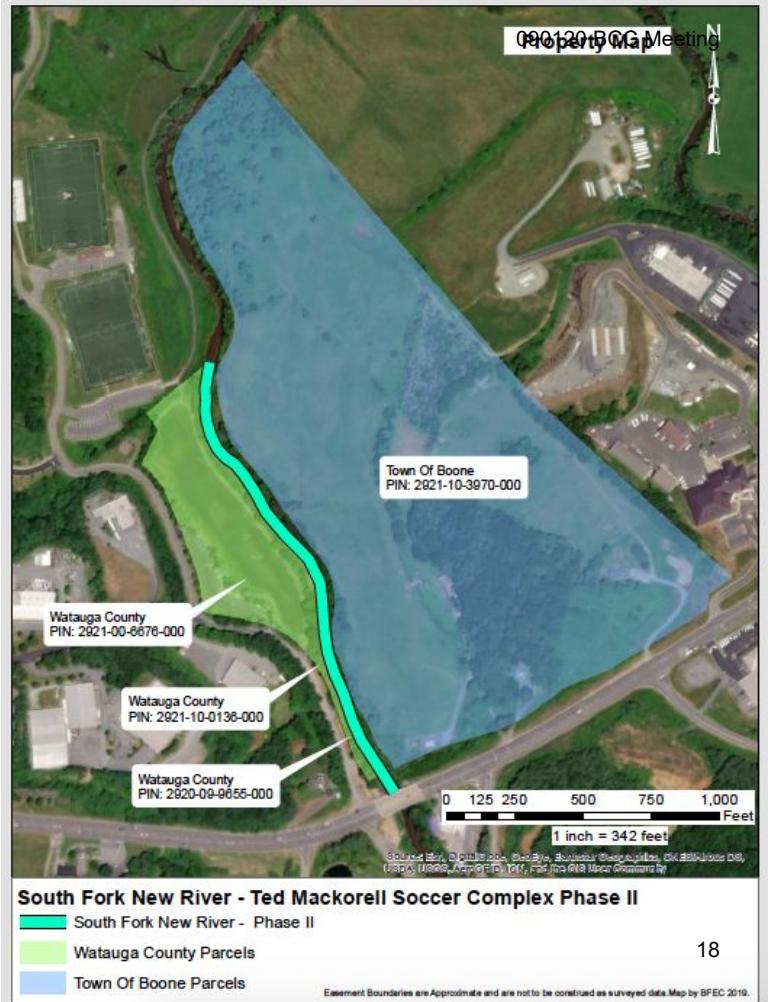
Conditions are similar along the rest of the reach.

- Bank sloping & stabilization
 - Benching
 - Aquatic habitat improvement
 - Wetland enhancement
 - Buffer restoration



Current Status & Needs

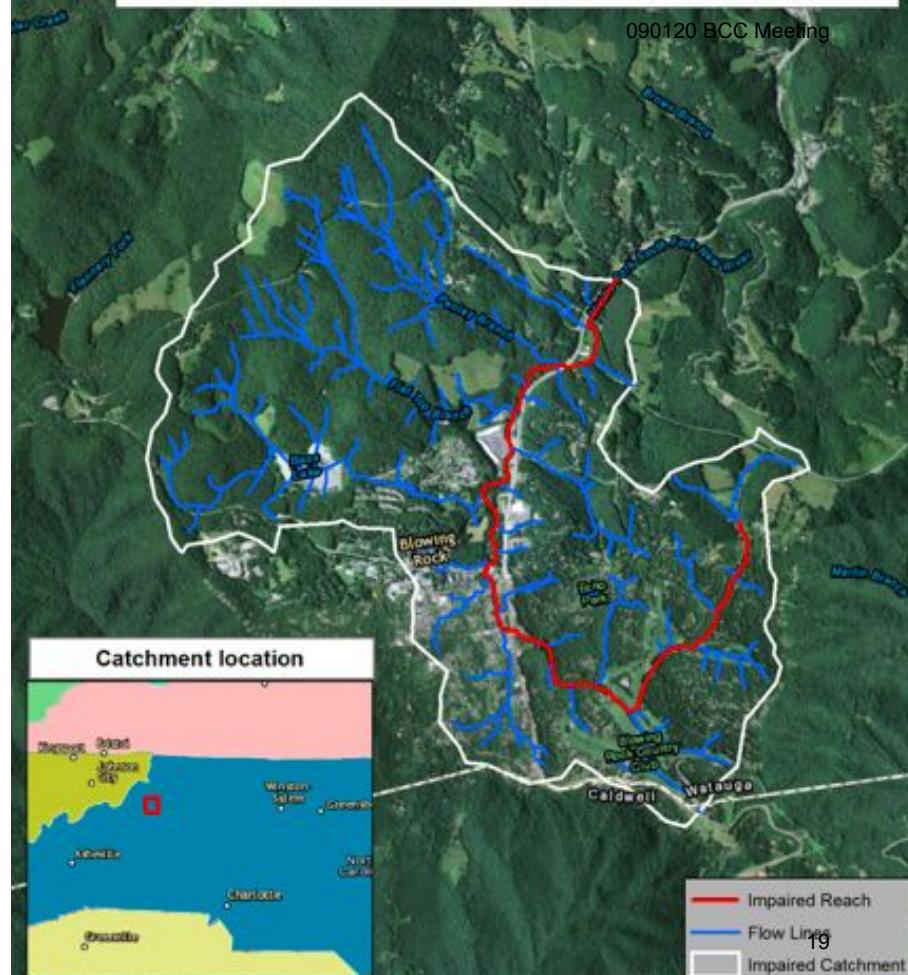
- Design is complete
- Permitting is in progress
- Permanent protection is needed



2. Middle Fork New River Restoration

Impaired for:

- Benthos
- Fish Tissue Mercury





090120 BCC Meeting





2019

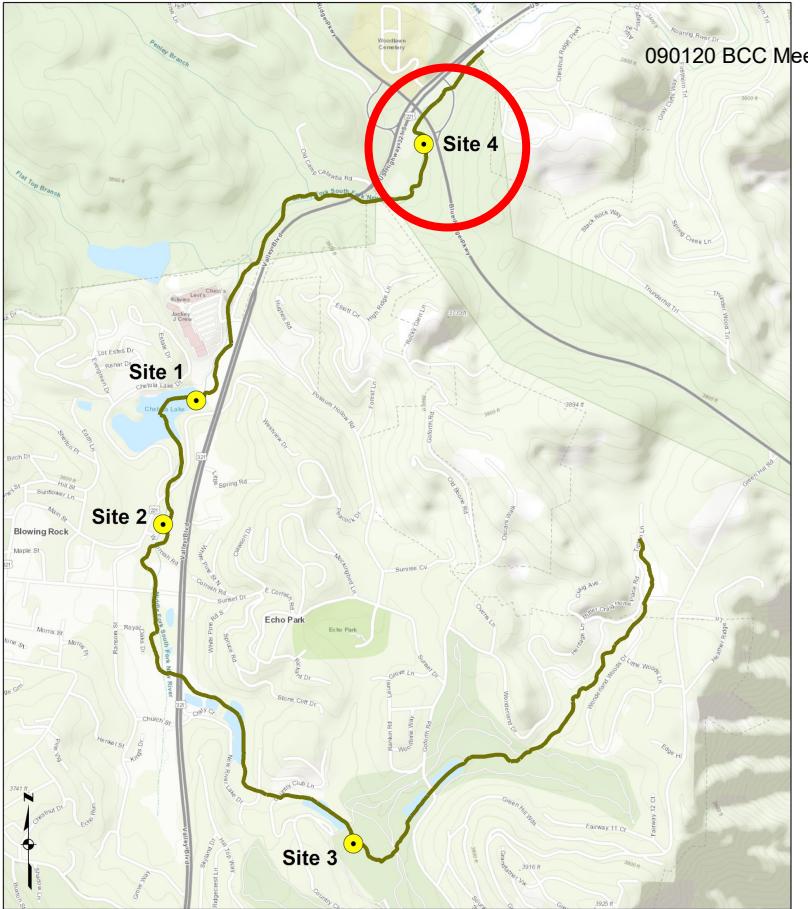
2020





Middle Fork – South Fork of the New River Watershed Plan

Watauga County, North Carolina



Project Team

090120 BCC Meeting



New River Conservancy

*Protecting the waters, woodlands and wildlife
of the New River Watershed*

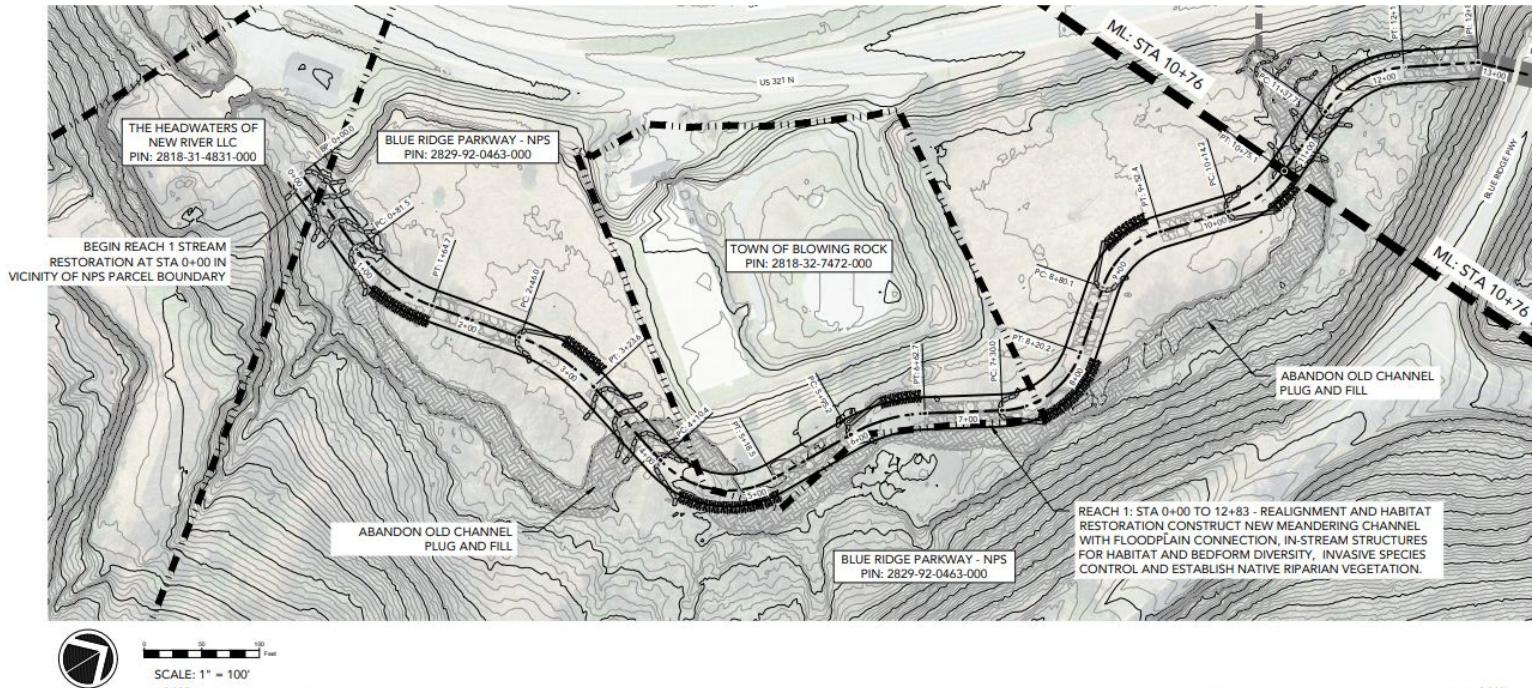


Middle Fork Greenway
A Blue Ridge Conservancy Project



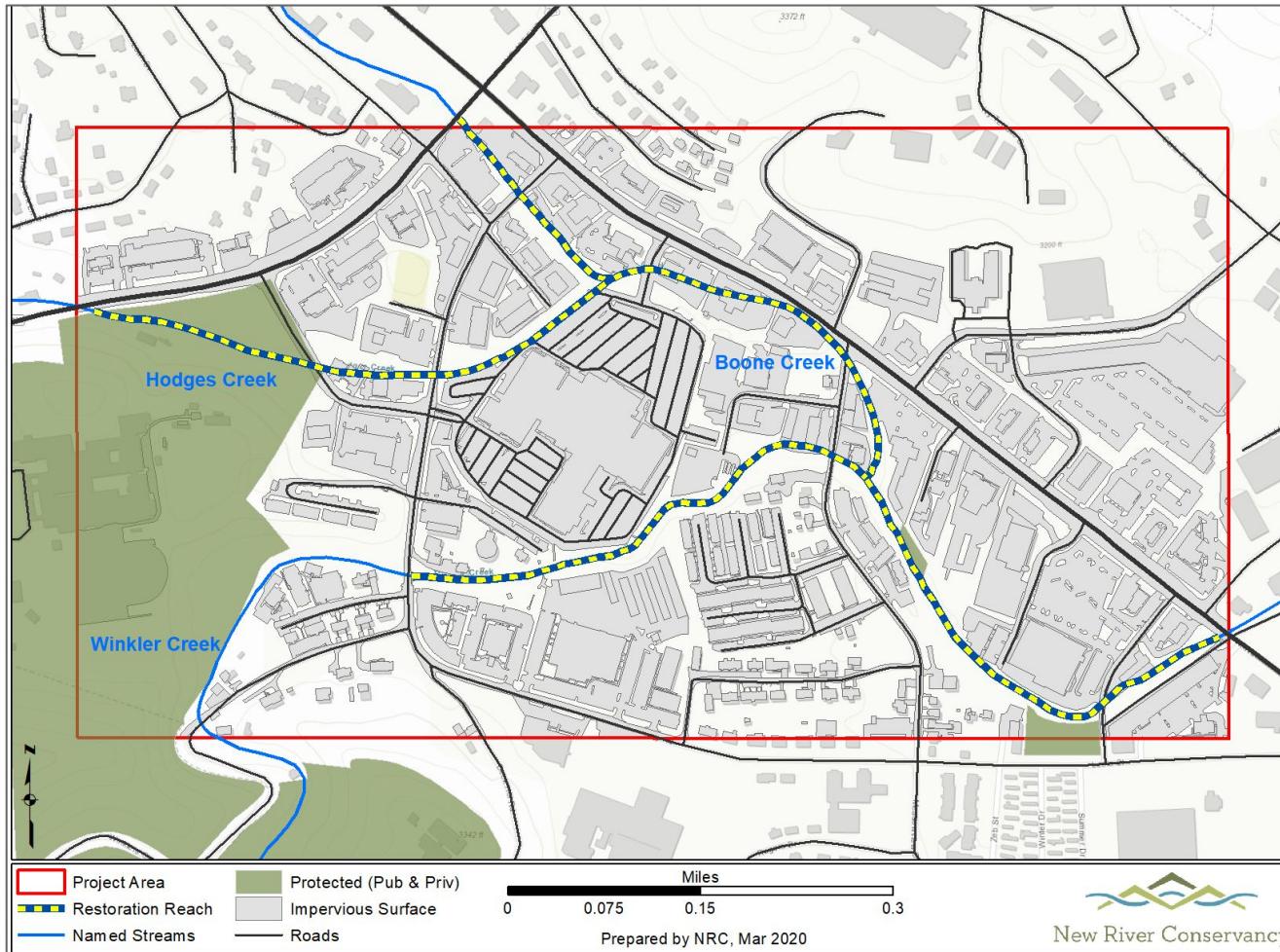
Current Status

- Design is complete
- Landowner negotiations and permit applications are in progress
- Funding for implementation is pending from CWMTF and DWR



2. Winkler's Creek Plan

090120 BCC Meeting





Condemned 10/23/2017 by Town of Boone





Photo credit: HCCOG



090120 BCC Meeting

Photo credit: HCCOG

3. Peacock Parking Lot/Boone Creek Daylight

090120 BCC Meeting

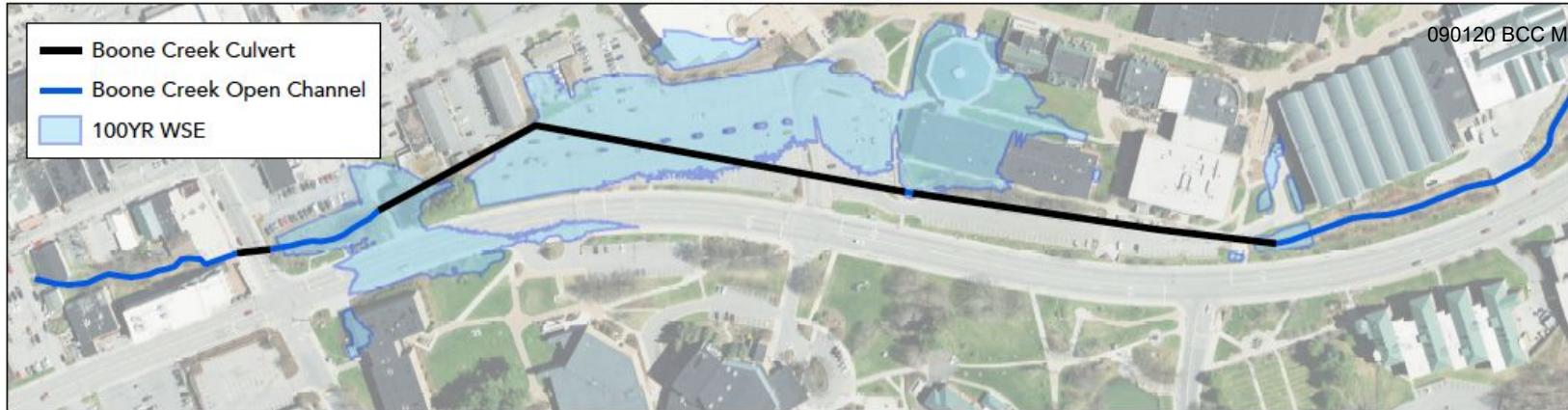




090120 BCC Meeting



EXISTING CONDITIONS



PROPOSED CONDITIONS



BOONE CREEK FEASIBILITY STUDY
100YR Water Surface Elevations Comparison

Jennings
Environmental

New River Conservancy

AGENDA ITEM 6:

PROPOSED ACCEPTANCE OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT ALLOCATION FOR PROJECT ON AGING

MANAGER'S COMMENTS:

Watauga County is eligible to receive \$94,057 in CARES Act funding from the NC Division of Aging and Adult Services. The funds must be used to respond to the coronavirus emergency by providing Older Americans Act activities related to the response. No county match is required and funds must be expended by September 30, 2021.

Board approval is required to authorize the plan to expend the allocation of CARES funds as presented.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: August 24, 2020

SUBJ: Request for Board of County Commissioners' Consideration: Coronavirus Aid, Relief, and Economic Security (CARES) Act Allocation

Watauga County is eligible to receive \$94,057 in CARES Act funding from the NC Division of Aging and Adult Services. Funding expended from the CARES Act must be used to respond to the coronavirus emergency by providing Older Americans Act activities related to the response. There is no match requirement for the CARES Act funding and the funding must be expended by September 30, 2021. These funds were approved at the June 16th Board of Commissioners' meeting, but we did not have enough information at that time to develop a plan to allocate the funds. Board approval of the allocation of CARES funds is required.

A portion of the CARES Act funding, \$64,083, must be allocated to Congregate and/or Home Delivered Meals, while \$29,974 is to be used for supportive services, such as In-Home Aide, Senior Center, or Transportation. We are allowed to move 30% of the \$64,083, or \$19,225, to supportive services if necessary. The funds can be used to provide additional In-Home Aide services and Congregate or Home Delivered Meals (unit-based allocation), as well as purchase additional items such as groceries, shelf-stable meals, gloves, masks, thermometers, and hand sanitizer (non-unit based allocation).

Service	Unit-Based Allocation	Non-Unit Allocation	Totals
In-Home Aide Level I	\$7,500	\$5,000	\$12,500
In-Home Aide Level II	\$7,500		\$7,500
Congregate Meals	\$19,000	\$1,000	\$20,000
Home Delivered Meals	\$41,072	\$3,000	\$44,072
Senior Center		\$9,985	\$9,985
TOTALS	\$75,072	\$18,985	\$94,057

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Watauga County Project on Aging		Home and Community Care Block Grant for Older Adults												
132 Poplar Grove Conn., Suite A		CARES County Funding Plan												
Boone, NC 28607		Provider Services Summary												
		DAAS-732												
		County: WATAUGA												
		Budget Period: July 2020 through June 2021												
		Revision #: Date:												
Services	Serv. Delivery (Check One)		A				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected CARES Units	Projected Reimburse Rate*	Projected CARES Clients	Projected Total Units
			CARES Funding											
	Direct	Purchase	Access	In-Home	Other	Total								
Congregate Nutrition	X		\$ -	\$ 19,000	\$ 19,000	\$ -	\$ 19,000	\$ -	\$ 19,000	2,172	\$ 8.7483	50	15,289	
Home Delivered Meals	X		\$ -	\$ 41,072	\$ 41,072	\$ -	\$ 41,072	\$ -	\$ 41,072	3,925	\$ 10.4655	25	21,040	
In-Home Aide-Level I - Home Management	X		\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	307	\$ 24.4010	15	13,398
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	288	\$ 26.0209	15	8,699
Senior Center Operation	X		\$ 9,985	\$ -	\$ -	\$ 9,985	\$ -	\$ 9,985	\$ -	\$ 9,985	-	\$ -		-
Congregate Nutrition	X		\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	-	\$ -		-
Home Delivered Meals	X		\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	-	\$ -		-
In-Home Aide-Level I - Home Management	X		\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 9,985	\$ 64,072	\$ 20,000	\$ 94,057	\$ -	\$ 94,057	\$ -	\$ 94,057	6,692		105	58,426

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer	Date	Signature, Chairman, Board of Commissioners	Date
-----------------------------------	------	---	------

Blank Page

AGENDA ITEM 7:

**PROPOSED RENEWAL OF COMMUNICATIONS MAINTENANCE CONTRACTS WITH
MOBILE COMMUNICATIONS AMERICA**

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the renewal of three maintenance contracts totaling \$37,866 with Mobile Communications America. The first contract is for console infrastructure equipment, the second is fixed infrastructure equipment, and the third is mobile radios. Adequate funds have been budgeted to cover the expense.

Board approval is required to renew the contracts.



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 ♦ Communications

August 20, 2020

To: Board of Commissioners
CC: Deron Geouque, County Manager
 Misty Watson, Finance Director
 Anita Fogle, Clerk to the Board

Subject: Communications Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$37,866 for the renewal of three maintenance contracts with Mobile Communications America. This contract covers the maintenance agreement for all of our radio systems in the communications center, at each tower site, and mobile equipment. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt
 ES Director

Attachment A
Watauga County 911 Console Equipment

090120 BCC Meeting

QTY	DESCRIPTION	TYPE	MODEL	SERIAL #	Location	MONTHLY SVC AMOUNT		NOTES
						PER UNIT	EXTENDED	
4	MCC 5500 Console Position, including HP workstation, CAB and monitor		L3359AC	322CMV0422	Dispatch	\$125	\$500	
				322CMV0423			\$0	
				322CMV0424			\$0	
				322CMV0425			\$0	
4	MCC5500 Console Equipment Shelf, including ADM server, CSDM workstation, KVM Switch and Monitor		L3358AC	322CMV0418	Dispatch	\$125	\$500	
				322CMV0419			\$0	
				322CMV0420			\$0	
				322CMV0421			\$0	
1	Alcatel-Lucent OS6224 LAN switch		OS-LS-6224		Dispatch	\$20	\$20	
2	Cimarron Cplus I multi-format decoder				Dispatch	\$28	\$55	
							\$0	
							\$0	
							\$1,075	

1. **DEFINITIONS.** "Wireless" shall mean Wireless Communications, Inc.; "Customer" shall mean the Customer names in the Agreement; and "Product" shall collectively mean the Equipment and Software which Wireless and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Wireless's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Wireless. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Wireless shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by Wireless's Service Department, Wireless's interest in the Agreement is assigned to Wireless Communications, Inc.
3. **SERVICE DEFINED**
 - a. Wireless agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. Wireless shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to Wireless. In this even, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Wireless receives such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at Wireless' above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with Wireless maintained Product, Wireless shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Wireless's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Wireless, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase Wireless shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by Wireless in accordance with the following standards: (I) Wireless part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in Wireless's product manuals; and (iii) routine service procedures prescribed from time to time by Wireless for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify Wireless immediately of Product failure, allow Wireless full and free access to the Product, and cooperate fully with Wireless in Wireless's servicing of the Product. Waiver of liability by Wireless against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Wireless full and free access to the Product. Customer shall allow Wireless to use necessary machines, communications, facilities, features and other product (except as normally supplied by Wireless) at no charge. Mobiles and removable Product shall be delivered by Customer to the Wireless Service Center indicated on the front side of this Agreement.
 - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or Wireless's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement; Wireless shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten (10) days of its date to Wireless office designated by Wireless. Each invoice shall be due and payable whether or not the Product is operating and Wireless may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Wireless. Customer shall reimburse Wireless for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of Wireless and income and franchise taxes of Wireless.
7. **RIGHT TO SUBCONTRACT.** Wireless shall have the right to subcontract in whole or in part the Service called for by this Agreement. Wireless shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, Wireless may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to Wireless sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement shall continue for successive additional periods of one year, provided that either Wireless or Customer may terminate this Agreement on the Expiration Date or Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the Wireless office designated by Wireless. After said notice from Customer to the servicing agency and to the Wireless office designated by Wireless, Wireless shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Wireless or its subcontractor. Wireless does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Wireless, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Wireless subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WIRELESS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although Wireless may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither Wireless or any of its employees is an agent of Customer in FCC or other governmental matters. Wireless, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between Wireless and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon Wireless unless such modification is in writing and signed by the Wireless Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and avoid insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Wireless without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of Wireless or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

NOTE:

DIRECT INQUIRIES ABOUT THIS AGREEMENT TO YOUR LOCAL WIRELESS COMMUNICATIONS, INC. OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560

Attachment A
Watauga County Fixed Equipment

090120 BCC Meeting

QTY	DESCRIPTION	TYPE	MODEL	SERIAL #	Location	NOTES
1	Channel 5 Base	Quantar	T5365A	448CJT0070	Howard's Knob	See Note 5
1	Fire channel Repeater	Quantar	T5365A	448CGP0087	Rich Mountain	See Note 5
1	Sheriff Channel 1 Repeater	Quantar	T5365A	448CJT0071	Rich Mountain	See Note 5
1	Sheriff Channel 3 Repeater	Quantar	T5365A	509CFF1263	Rich Mountain	See Note 5
1	Sheriff 3 West Repeater	Quantar	T5365A	448CJD0048	Buckeye Knob	See Note 5
1	Fire Buckeye 1 Repeater	Quantar	T5365A	448CJR0057	Buckeye Knob	See Note 5
1	Fire Buckeye 2 Repeater	MTR3000	T3000A	512IMW0443	Buckeye Knob	
1	Fire Green Hill Repeater	MTR3000	T3000A	512IMY0131	Green Hill	
2	Fire Wildcat Repeaters	MTR3000	T3000A	512IMY0110	Wildcat	
				512IMW0435		
2	Argus Battery Chargers for Above repeaters					
1	Sheriff 3 Control Station	MTR3000	T3000A	512IMW0318	Dispatch	
1	Sheriff 3 West Control Station	SLR8000	T8319A	433ITW0016	Dispatch	
1	Fire 1 Control Station	SLR8000	T8319A	433ITW0015	Dispatch	
1	Boone Fire Control	MTR2000	T5544	512CJT0406	Dispatch	See Note 4
1	Medics Control Station	SLR8000	T8319A	512ITW0011	Dispatch	
1	Sheriff 1 Control Station	SLR8000	T8319A	512ITW0010	Dispatch	
1	Boone PD Control Station with F	CDM750	AAM25KKC9AA1AN		Dispatch	
1	Consolette VHF	APX7500	L30KSS9PW1AN	761CTX0003	Dispatch	See Note 1
1	MC2000 Tone Remote Deskset	MC2000	L3217		Dispatch	
1	XTL 5000 VIPER Consolette	XTL5000	L20URS9PW1AN	276CJB0156	Dispatch	
1	Watauga Rescue Repeater	Quantar	T8319A	448CGM0124	Howard's Knob	
1	Watauga Rescue Control St.	MTR2000			Dispatch	See Note 4
1	Blowing Rock PD	MTR2000			Dispatch	See Note 4
3	VIPER consolettes	APX-7500	L30URS9PW1AN	761CTX0000	Dispatch	See Note 1
			T839A	761CTX0001	Dispatch	See Note 1
			T839A	761CTX0002	Dispatch	See Note 1

Notes:

- 1) Installed Jan 2018 has 4 month sof warranty in 2020
- 2) Repair/replacement of transmission line, antennas and grounding/lightning protection parts and labor are not covered under this agreement.
- 3) Interference and intermod issues are not covered in this contract.
- 4) This equipment will no longer be supported by Motorola in 2018 and only reasonable effort repair service will be provided.
- 5) Limited support from manufacturer until december 2020. repiar moves to best effort

1. **DEFINITIONS.** "Wireless" shall mean Wireless Communications, Inc.; "Customer" shall mean the Customer names in the Agreement; and "Product" shall collectively mean the Equipment and Software which Wireless and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Wireless's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Wireless. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Wireless shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by Wireless's Service Department, Wireless's interest in the Agreement is assigned to Wireless Communications, Inc.
3. **SERVICE DEFINED**
 - a. Wireless agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. Wireless shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to Wireless. In this even, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Wireless receives such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at Wireless' above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with Wireless maintained Product, Wireless shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Wireless's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Wireless, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase Wireless shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by Wireless in accordance with the following standards: (I) Wireless part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in Wireless's product manuals; and (iii) routine service procedures prescribed from time to time by Wireless for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify Wireless immediately of Product failure, allow Wireless full and free access to the Product, and cooperate fully with Wireless in Wireless's servicing of the Product. Waiver of liability by Wireless against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Wireless full and free access to the Product. Customer shall allow Wireless to use necessary machines, communications, facilities, features and other product (except as normally supplied by Wireless) at no charge. Mobiles and removable Product shall be delivered by Customer to the Wireless Service Center indicated on the front side of this Agreement.
 - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or Wireless's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement; Wireless shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten (10) days of its date to Wireless office designated by Wireless. Each invoice shall be due and payable whether or not the Product is operating and Wireless may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Wireless. Customer shall reimburse Wireless for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of Wireless and income and franchise taxes of Wireless.
7. **RIGHT TO SUBCONTRACT.** Wireless shall have the right to subcontract in whole or in part the Service called for by this Agreement. Wireless shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, Wireless may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to Wireless sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement shall continue for successive additional periods of one year, provided that either Wireless or Customer may terminate this Agreement on the Expiration Date or Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the Wireless office designated by Wireless. After said notice from Customer to the servicing agency and to the Wireless office designated by Wireless, Wireless shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Wireless or its subcontractor. Wireless does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Wireless, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Wireless subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WIRELESS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although Wireless may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither Wireless or any of its employees is an agent of Customer in FCC or other governmental matters. Wireless, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between Wireless and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon Wireless unless such modification is in writing and signed by the Wireless Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and avoid insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Wireless without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of Wireless or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

NOTE:

DIRECT INQUIRIES ABOUT THIS AGREEMENT TO YOUR LOCAL WIRELESS COMMUNICATIONS, INC. OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560

1. **DEFINITIONS.** "Wireless" shall mean Wireless Communications, Inc.; "Customer" shall mean the Customer names in the Agreement; and "Product" shall collectively mean the Equipment and Software which Wireless and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Wireless's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Wireless. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Wireless shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by Wireless's Service Department, Wireless's interest in the Agreement is assigned to Wireless Communications, Inc.
3. **SERVICE DEFINED**
 - a. Wireless agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. Wireless shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to Wireless. In this even, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Wireless receives such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at Wireless' above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with Wireless maintained Product, Wireless shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Wireless's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Wireless, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase Wireless shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by Wireless in accordance with the following standards: (I) Wireless part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in Wireless's product manuals; and (iii) routine service procedures prescribed from time to time by Wireless for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify Wireless immediately of Product failure, allow Wireless full and free access to the Product, and cooperate fully with Wireless in Wireless's servicing of the Product. Waiver of liability by Wireless against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Wireless full and free access to the Product. Customer shall allow Wireless to use necessary machines, communications, facilities, features and other product (except as normally supplied by Wireless) at no charge. Mobiles and removable Product shall be delivered by Customer to the Wireless Service Center indicated on the front side of this Agreement.
 - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or Wireless's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement; Wireless shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten (10) days of its date to Wireless office designated by Wireless. Each invoice shall be due and payable whether or not the Product is operating and Wireless may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to Wireless. Customer shall reimburse Wireless for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of Wireless and income and franchise taxes of Wireless.
7. **RIGHT TO SUBCONTRACT.** Wireless shall have the right to subcontract in whole or in part the Service called for by this Agreement. Wireless shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, Wireless may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to Wireless sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement shall continue for successive additional periods of one year, provided that either Wireless or Customer may terminate this Agreement on the Expiration Date or Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the Wireless office designated by Wireless. After said notice from Customer to the servicing agency and to the Wireless office designated by Wireless, Wireless shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Wireless or its subcontractor. Wireless does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of Wireless, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Wireless subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WIRELESS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although Wireless may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither Wireless or any of its employees is an agent of Customer in FCC or other governmental matters. Wireless, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between Wireless and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon Wireless unless such modification is in writing and signed by the Wireless Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and avoid insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Wireless without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of Wireless or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

NOTE:

DIRECT INQUIRIES ABOUT THIS AGREEMENT TO YOUR LOCAL WIRELESS COMMUNICATIONS, INC. OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560

AGENDA ITEM 8:

PROPOSED ENGINEERING SERVICES FOR SANITATION SCALE AND TRANSFER STATION AREA IMPROVEMENTS

MANAGER'S COMMENTS:

Mr. Rex Buck, Operations Services Director, will request the Board approve the enclosed agreements with McGill Associates, P.A. The proposed agreements will address on-going traffic flow, maneuverability and accessibility challenges at the County's transfer facility. The cost is \$159,800 for all of the services required. Adequate funds have been budgeted to cover the expense.

Board approval is required to accept the proposals from McGill, Associates, P.A. in the amount \$159,800 for design improvements at the landfill facility.



WATAUGA COUNTY

336 Landfill Road – Boone, NC 28607 – (828) 264-5305

MEMO

SANITATION

August 26, 2020

To: Deron Geouque, County Manager
 From: Rex Buck, Operations Services Director
 Subject: Engineering Services

Staff recommends Board approve the enclosed agreements with McGill Associates, P.A. McGill will assist Watauga County in addressing on-going traffic flow challenges at the County's disposal facility. In order to mitigate some of these traffic flow issues; McGill suggests installing an additional scale and constructing a new scale house between the proposed and existing scales. This will create two lanes of travel and provide outbound vehicles with a separate scale line for determining outbound weights.

McGill will also assist Watauga County in addressing on-going traffic maneuverability issues, at the transfer station, by constructing a retaining wall. Customers struggle to access the transfer station, when depositing waste, due to an inadequately sized paved drop-off area. This issue is compounded when vehicles with trailers attempt to back into the transfer station. McGill believes installing a retaining wall, so the paved area can be expanded, will improve accessibility into the facility.

Lastly, McGill proposes constructing an inbound turning lane and erecting new signage. The inbound turning lane will be utilized by patrons waiting to use the scale, and the proposed improved signage will more clearly direct disposal customer traffic. McGill believes the new turning lane and enhanced signage will further alleviate traffic congestion and allow Landfill road to remain clear for convenience center users.

Staff requests authorization to notify McGill, Associates, P.A. to proceed with the aforementioned work. There are sufficient funds available, in the Landfill Enterprise Fund, to cover the costs associated with these projects. Please let me know if you have questions and thank you in advance for your careful consideration.



August 21, 2020

Mr. Rex Buck
Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Proposal for Engineering Services
Scale Improvements
Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal to assist Watauga County with improvements to the existing scales at the Watauga County Landfill per our previous work with the overall Facility Master Plan.

PROJECT UNDERSTANDING

McGill understands traffic flow problems have been an on-going issue along Landfill Road at the Watauga County Landfill and at the intersection of Landfill Road and Innovation Drive. Based on our conversations and site visits, this occurs due to several factors, including the lack of signage to clearly designate the location of landfill facilities, only one scale serving inbound and outbound landfill traffic, and a limited amount of physical paved area to manage the volume of traffic waiting to use the scale. In order to mitigate these traffic flow issues; we have previously recommended installing an additional scale. We are anticipating that two (2) new scales will be installed based on the new facility design and existing scale will be salvaged. A scale house will be constructed between the two scales. The existing scale location must be moved closer to the landfill in order to align both the inbound and outbound scale users with the scale house. We feel that these improvements will greatly decrease the amount of traffic entering the existing scale and also eliminate the confusion that occurs when an outbound vehicle has to re-enter the scale line for collecting an outbound weight. Additionally, signage should be installed at the scale road intersection and landfill road to clearly direct landfill traffic. Lastly, constructing a third turning/que lane designated for those waiting to use the scale would further alleviate traffic congestion. These improvements will allow landfill road to remain clear for convenience center users.

Please see below the proposed scope of services.

Rex Buck, Operation Services Manager
August 21, 2020
Page 2 of 6

SCOPE OF SERVICES

Design and Permitting

1. Perform site visit with design team to review existing conditions.
2. Prepare schematic site plan and grading plan to evaluate scale location and possible constraints for approval by owner.
3. Provide architectural services for the new scale house structure. This will include the following:
 - Prepare schematic design study for approval by County.
 - Prepare statement of probable construction cost.
 - Prepare design development documents including floor plans, elevations, other drawings, and outline specifications.
 - Prepare Construction Documents and specifications.
4. Provide coordination efforts with scale manufacturers for inclusion with Design Development and Construction Documents.
5. Provide Subsurface Exploration and Geotechnical Engineering Evaluation. This will include four (4) soil test borings and report of laboratory results with recommendation for design.
6. Prepare Design Development site plan.
7. Prepare Construction Documents including final site plan, detailed grading plan, existing conditions and demolition plan, drainage plan, and utility plan for sitework.
8. Provide one-line diagrams, panel schedules, electrical details to convey electrical construction.
9. Provide electrical specifications for all electrical components associated with the new facilities.
10. Provide mechanical engineering including heating and ventilation system for the toilets and heating and air conditioning for the scale house.
11. Provide electrical engineering including power service and distribution, power supply to HVAC equipment, water heating equipment, building receptacles and lighting, and telecommunication systems for scale operations, as well as, raceways and boxes for the security and video surveillance systems provided by the County. Electrical engineering shall also include the review of building standby power systems for the new building. Review of utilizing the existing generator system for powering the new scale building standby power system shall be included in the basic scope of services.

Rex Buck, Operation Services Manager
August 21, 2020
Page 3 of 6

12. Provide plumbing engineering including hot and cold domestic water supply and sanitary sewer and venting systems and fixtures.
13. Provide plumbing engineering to site water and sewer connection.
14. Prepare bid package.
15. Update Operations Plan and Facility Plan for submittal to NCDEQ Solid Waste Section to support permit modification.

Bidding and Award

1. Consult with County staff regarding bid and award dates and any other specific bidding conditions.
2. The project will be bid publicly by formal electronic bid. McGill Associates will assist with advertisement in local publication(s) and with construction trade organizations as required, as well as will list projects on McGill's Quest site for tracking of information and distributing addenda throughout the process.
3. Attend pre-bid conference at the project site to review the project with prospective bidders. Prepare pre-bid conference minutes and distribute to attendees.
4. Prepare and distribute addenda as necessary based on written questions from prospective bidders.
5. Attend bid opening.
6. Assist in evaluation of bids, including preparation of a recommendation for award of project.
7. Prepare final contract documents and coordinate execution and notice to proceed with selected contractor.

Construction Administration and Observation

1. Schedule and conduct a pre-construction meeting with County, contractor, and construction materials testing firm for project kick-off.
2. Conduct monthly progress on-site meetings to review construction progress, address any construction issues, and review proposed future work. Meetings will be attended by Design Engineer and Construction Field Representative.
3. Provide on-site construction observation (2 visits per week for 4-month construction duration and 1 visit per month for 2-month construction duration) and observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications. Two (2) visits will be provided by MEP

Rex Buck, Operation Services Manager
August 21, 2020
Page 4 of 6

staff, two (2) visits will be provided by the Architect, and one (1) visit will be provided by the Structural Engineer.

4. Review construction materials testing reports.
5. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
6. Address questions from the contractor during the construction process.
7. Review monthly pay requests and any proposed change orders. Make recommendation of payment to County.
8. Schedule and conduct initial closeout walkthrough with County, contractor, and permit authorities to develop final punch list.
9. Schedule and conduct final closeout walkthrough with County, contractor, and permit authorities to verify completion of punch list.
10. Submit final contract closeout documents with County with final application for payment.
11. Provide creation of Record Drawings based on contractor-furnished "as-built" drawings.
12. Provide review and Operation and Maintenance Manuals (O&M Manuals) for MEP systems.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Design and Permitting (lump sum)	\$74,500.00
- Bidding and Award (hourly, estimate)	\$13,200.00
- Construction Administration and Observation (hourly, estimate)	<u>\$48,000.00</u>
Total Estimated Fee	\$135,700.00

Bidding and Award and Construction Administration and Observation will be billed on an hourly basis using the attached Basic Fee Schedule. Time and expenses will be billed on a monthly basis. Please note that the fee is an estimate only and our actual level of effort is dependent on contractor performance and the County's preference. Final cost could vary based on the level of involvement that may be required to complete the project or to complete tasks requested by the County. In addition, this estimate assumes that projects are completed consecutively not simultaneously, and therefore should oversight of multiple projects overlap there could be some cost savings as only actual time spent will be billed. Construction Administration and Observation includes site visits for solid waste, MEP, Architect, and Structural, all inclusive of the many disciplines included with the construction of the new scale and scale house.

Rex Buck, Operation Services Manager

August 21, 2020

Page 5 of 6

ASSUMPTIONS

1. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
2. Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.
3. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
4. Hard copies of plans for distribution to bidders will be billed as a separate reimbursable expense upon request.
5. Advertisement expenses will be billed as a separate reimbursable expense upon request.
6. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
7. Construction materials testing (CMT) services are not included in this scope of services. We recommend a budget of \$9,000.00.
8. No environmental reviews or assessments are included in this scope of services.
9. Changes required due to contractor error will be considered additional cost services.
10. Services for tasks other than those specifically detailed above are not included in the above fees.
11. Redesign based on changes made during construction including those made due to errors or omissions outside of the control of McGill.
12. Life cycle costing or energy analysis. We will provide general information regarding the advantages/disadvantages of various systems.
13. The design of MEP systems is based upon "basis-of-design" equipment and systems. Our fee does not include redesign based on MEP system changes brought about by contractor selected equipment and/or systems utilizing comparable or substituted equipment, products or systems.
14. Design of fire protection (sprinkler systems)

Rex Buck, Operation Services Manager
August 21, 2020
Page 6 of 6

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please sign and return one (1) copy of the attached Consulting Services Agreement to us. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

P:\2020\20.00702-WataugaCoNC-Scale Improvements\Admin\Contracts\20-0818-Watauga County Scale Improvements Proposal.docx

CONSULTING SERVICES AGREEMENT

This contract entered into this **21st** day of **August, 2020** by and between **Watauga County Solid Waste and Recycling**, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
 Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
 Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any

documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

McGill Associates, P.A.



Print Name: Mark Cathey, PE

Title: Asheville Office Manager

Address: 55 Broad Street

Asheville, North Carolina 28801

Print Name: Rex Buck

Title: Operations Service Manager

Address: 336 Landfill Road
Boone, North Carolina 28607

BASIC FEE SCHEDULE

JANUARY 2020

<u>PROFESSIONAL FEES</u>	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



August 21, 2020

Mr. Rex Buck
 Operation Services Manager
 Watauga County Solid Waste and Recycling
 336 Landfill Road
 Boone, North Carolina 28607

RE: Proposal for Engineering Services
 Transfer Station Area Improvements
 Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal to assist Watauga County with improvements to the Watauga County Landfill per our previous meeting.

PROJECT UNDERSTANDING

McGill Associates understands that traffic maneuverability at the transfer station is an on-going issue based on previous conversations and site visits. Customers struggle to access the transfer station when making waste deposits due to an inadequately sized paved drop-off area. This issue compounds itself when a full size truck with a large trailer attempts to back into the transfer station. Transfer station users also frequently enter the transfer station from the wrong side due to the lack of clear signage. McGill recommends installing a retaining wall so that the paved area can be expanded and clear signage installed, to indicate the entrance for residential vs. commercial users.

Please see below the proposed scope of services.

SCOPE OF SERVICES

Subsurface Exploration and Geotechnical Engineering Evaluation

1. Please refer to CVET proposal dated January 29, 2020.

Design and Permitting

1. Perform site visit to review existing conditions and coordinate boring locations with geotechnical sub-consultant.
2. Prepare schematic site plan and grading plan for review by Owner and approval.
3. Review geotechnical report and incorporate recommendations into final design.

Rex Buck, Operation Services Manager
August 21, 2020
Page 2 of 4

4. Prepare Construction Documents, including existing conditions plan, grading and erosion control, and site plan.
5. Prepare Bid Documents and technical specifications.

Bidding and Award

1. Prepare bid documents and consult with County staff regarding bid and award dates and any other specific bidding conditions.
2. The project will be bid publicly by formal electronic bid. McGill Associates will assist with advertisement in local publication(s) and with construction trade organizations as required, as well as list projects on McGill's Quest site for tracking of information and distributing addenda throughout the process.
3. Prepare and distribute addenda as necessary based on written questions from prospective bidders.
4. Attend bid opening.
5. Assist in evaluation of bids, including preparation of a recommendation for award of project.
6. Prepare final contract documents and coordinate execution and notice to proceed with selected contractor.

Construction Administration and Observation

1. Conduct a pre-construction meeting with County, contractor, and construction materials testing firm for project kick-off.
2. Provide on-site construction observation (4 to 6 visits assumed) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
3. Review construction materials testing reports.
4. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
5. Address questions from the contractor during the construction process.
6. Review monthly pay requests and any proposed change orders. Make recommendation of payment to County.
7. Schedule and conduct initial closeout walkthrough with County and contractor to develop final punch list.

Rex Buck, Operation Services Manager
August 21, 2020
Page 3 of 4

8. Schedule and conduct final closeout walkthrough with County and contractor to verify completion of punch list.
9. Submit final contract closeout documents with Owner with final application for payment.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Subsurface Exploration and Geotechnical Engineering Evaluation	\$ 5,500.00
- Design and Permitting (lump sum)	\$ 8,600.00
- Bidding and Award (hourly, estimate)	\$ 5,000.00
- Construction Administration and Observation (hourly, estimate)	<u>\$ 5,000.00</u>
Total Estimated Fee	\$ 24,100.00

Bidding and Award and Construction Administration and Observation will be billed on an hourly basis using the attached Basic Fee Schedule. Time and expenses will be billed on a monthly basis. Please keep in mind that the fee is an estimate only and final cost could vary based on the level of involvement that may be required to complete the project or to complete tasks requested by the Owner. In addition, this estimate assumes that projects are completed consecutively not simultaneously, and therefore should oversight of multiple projects overlap there could be some cost savings as only actual time spent will be billed.

ASSUMPTIONS

1. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
2. Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.
3. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
4. Hard copies of plans for distribution to bidders will be billed as a separate reimbursable expense upon request.
5. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.

Rex Buck, Operation Services Manager
August 21, 2020
Page 4 of 4

6. Construction materials testing (CMT) services are not included in this scope of services.
We recommend a budget of \$3,000.00.
7. No environmental reviews or assessments are included in this scope of services.
8. Changes required due to contractor error will be considered additional cost services.
9. Services for tasks other than those specifically detailed above are not included in the above fees.

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please sign and return one (1) copy of the attached Consulting Services Agreement to us. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule
CVET Proposal

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Walroup, EI, McGill Associates, P.A. (via email)

P:\2020\20.00703-WataugaCoNC-Transfer Station Improvement\Admin\Contracts\20-0818-Watauga County Transfer Station Improvements Proposal.docx

CONSULTING SERVICES AGREEMENT

This contract entered into this **21st** day of **August, 2020** by and between **Watauga County Solid Waste and Recycling**, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
 Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
 Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any

documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

McGill Associates, P.A.



Print Name: Mark Cathey, PE

Title: Asheville Office Manager

Address: 55 Broad Street

Asheville, North Carolina 28801

Print Name: Rex Buck

Title: Operations Service Manager

Address: 336 Landfill Road

Boone, North Carolina 28607

BASIC FEE SCHEDULE

JANUARY 2020

<u>PROFESSIONAL FEES</u>	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



**CATAWBA VALLEY
ENGINEERING & TESTING**

PO Box 747
Hickory, NC 28603

161 Lenoir Rhyne Blvd.
SE
Hickory, NC 28602

828 578 9972 O
828 322 1801 F

NC Firm No. C-3833
SC Firm No. 5201

Mr. Rex Buck
Operations Service Director
Watauga County
814 W. King Street
Boone, North Carolina 28607

C/O Mr. Adam Waldroup
Adam.waldroup@mcgillassociates.com

RE: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Watauga County Transfer Station Soil Nail Wall
Landfill Road
Boone, Watauga County, North Carolina
Proposal Number: 20-031P

Dear Mr. Buck:

As requested by McGill Associates, P.A., Catawba Valley Engineering and Testing, P.C. (CVET) is pleased to provide this proposal to perform a subsurface exploration and geotechnical engineering evaluation to aid in the design and construction of a soil nail wall at the Watauga County Transfer Station located along Landfill Road in Boone, North Carolina.

GENERAL PROJECT INFORMATION

This project will consist of the evaluation of subsurface soil conditions to aid in the design and construction of a new soil nail wall in the existing Transfer Station Parking Lot to create a larger pavement area for vehicular movement. The new soil nail wall is believed to be approximately 185 feet long with a max height of approximately 9.0 feet.

SCOPE OF SERVICES

CVET will drill a total of three (3) soil test borings. The three (3) soil test borings will extend a minimum of 20 feet below existing site grades. Total linear footage for the three (3) soil test borings is approximately 60 feet. All borings will penetrate any existing fill soils and will extend to competent residual soil. We will contact North Carolina One Call to mark the location of existing utilities on the subject property. Utilities not able to be located by North Carolina One Call will be the responsibility of the owner. The proposed borings will be marked in the field by CVET personnel utilizing

Watauga County Transfer Station – Soil Nail Wall

Boone, Watauga County, North Carolina

CVET Proposal No.: 20-033P

Page 2

existing site features. Concrete and/or bedrock coring are not planned for this project.

The borings will be drilled using hollow stem auger drilling methods by a track mounted drill rig. The client will be contacted should boring depths need to be increased.

Standard Penetration Test (SPT) sampling will be performed in general accordance with ASTM D1586. Split-spoon samples will be obtained at approximately 2.5 foot intervals within the upper 10 feet of the test boring, and at approximately 5.0 foot intervals thereafter. The boreholes will be checked for groundwater upon completion of drilling and possibly 24 hours after completion of the drilling (if we are still on site), and all holes will be backfilled with soil cuttings prior to demobilization from the site.

After completion of the field exploration, the soil samples will be returned to the laboratory in air tight containers and visually classified in general accordance with the Unified Classification System (ASTM D2487). Selected SPT samples will be tested for natural moisture content in accordance with ASTM D2216. Selected SPT samples could potentially be subject to the following tests in order to determine USCS classification: Grain Size Analysis (ASTM D422) and Atterberg Limits (ASTM D4318). Bulk soil samples of representative retained zone soils for the nail wall will be subjected to USCS classification testing and design strength parameter testing utilizing Direct Shear Testing (ASTM D3080).

The conditions encountered by the borings and the results of the laboratory testing will be evaluated by a geotechnical engineer and recommendations for design and construction of the project will be developed. Our geotechnical recommendations will be presented in an engineering report that will address the following items:

1. Site conditions, including geologic information, and site features.
2. Description of the field exploration and the laboratory tests performed.
3. Final logs of the soil borings and records of field explorations in accordance with standard practice of soil mechanics and foundation engineers.
4. Boring location plan and subsurface profile.
5. Results of laboratory testing performed.
6. Evaluation of the on-site soil characteristics encountered in the test borings with respect to design and construction of the project. We propose to address the following items:
 - a. Encountered site soils
 - b. Groundwater conditions
 - c. Site Preparation recommendations
 - d. Earthwork recommendations

Watauga County Transfer Station – Soil Nail Wall
Boone, Watauga County, North Carolina
CVET Proposal No.: 20-033P
Page 3

e. Soil Nail Wall Design

Electronic copies of the engineering report will be submitted, unless otherwise requested.

COST FOR SERVICES

We propose to perform the Geotechnical Engineering Evaluation for a lump sum fee of **\$4,000.00**. This fee includes field exploration, laboratory testing, preparation of the Geotechnical Engineering Report, and design of the soil nail wall system.

If additional work is required due to unexpected conditions encountered during our field study, or because of a request for additional services, they will be invoiced on a unit rate basis. Prior to modifying or expanding the agreed scope of work, your authorization for changes in the scope of services, cost, and schedule will be required. If additional drilling footage is necessary the additional footage will be invoiced at a unit rate of \$12.00 per foot. CVET can provide private utility location services, if requested, at an additional charge of \$1,000.00.

BILLING CONDITIONS

Invoices will be issued upon completion of our services. We request that payment be rendered upon receipt of the invoice. CVET reserves the right to assess a finance charge of 1.0% per month on the outstanding balance over 30 days. CVET also reserves the right to withhold final certifications until outstanding balances have been paid in full.

SCHEDULE

If authorized to proceed and based on our current schedule, we expect that field work will be performed (weather permitting) within 7 business days. Our final written Geotechnical Engineering Evaluation will be submitted within two (2) weeks after completion of the field work.

ACCEPTANCE

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the proposal acceptance form attached. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Watauga County Transfer Station – Soil Nail Wall

Boone, Watauga County, North Carolina

CVET Proposal No.: 20-033P

Page 4

Sincerely,

CATAWBA VALLEY ENGINEERING & TESTING, P.C.

Cody Dobbins, EI

Project Manager

Attachments: Proposal Acceptance Form

Watauga County Transfer Station – Soil Nail Wall
Boone, Watauga County, North Carolina
CVET Proposal No.: 20-033P
Page 5

PROPOSAL ACCEPTANCE FORM

CLIENT and Catawba Valley Engineering and Testing (CVET) agree to the above proposal.

Representative – CVET/Date

Representative – CLIENT/Date

PROJECT INFORMATION

Project Name: _____

Project Contact: _____

Project Address: _____

INVOICING INFORMATION

Contact Name: _____

Company Name: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Purchase Order/Subcontract No: _____

Special Conditions: _____

Blank Page

AGENDA ITEM 9:

RAINBOW TRAIL BOARD OF ADJUSTMENT APPEAL UPDATE

MANAGER'S COMMENTS:

County Attorney di Santi will update the Board regarding the Rainbow Trail case.

Blank Page

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Forest Service Lease Agreement for Space in the East Annex

MANAGER'S COMMENTS:

The Forest Service requested to use office space at the cooperative extension building. The current building located on county lease property has experienced mold issues and requires the Forest Service to relocate. The Forest Service is requesting to lease an available office at the cooperative extension building. The term would be two (2) years from October 1, 2020 to September 30, 2022.

Board approval, contingent upon County Attorney review, is required to approve the lease and completion of PO-28 Lease proposal form.

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 10-day notice has been met and the PO-28 form and lease are able to be adopted by the Board.

Staff seeks direction from the Board.

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 August 4, 2020, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the North Carolina Department of Agriculture and Consumer Services, for the Forest Service Office, that certain office space in the building known as the East Annex (the "Leased Premises") located at 971 West King Street, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being approximately 140 square feet of office space, for a term of two (2) years, unless either Watauga County or the North Carolina Department of Agriculture and Consumer Services gives written notice no less than thirty (30) days that the other party intends to terminate the lease early. The rent to be paid by the North Carolina Department of Agriculture and Consumer Services to Watauga County during the term of the lease is Four Thousand Eight Hundred Dollars (\$4,800.00) 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 4th day of August, 2020.



John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:
Anita Fogle, Clerk to the Board

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

Meeting

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR : Watauga County	2. LESSOR'S AGENT:
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: <input type="checkbox"/> A. PROPRIETORSHIP <input type="checkbox"/> B. PARTNERSHIP <input type="checkbox"/> C. CORPORATION <input type="checkbox"/> D. GOVERNMENTAL <input checked="" type="checkbox"/> E. NON-PROFIT <input type="checkbox"/> F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES <input type="checkbox"/> G. OTHER: TAX I.D. # _____	
MAILING ADDRESS: 814 West King Street	MAILING ADDRESS
CITY: Boone, NC ZIP: 28607	CITY: ZIP:
PHONE#: 828-265-8000 CELL#:	PHONE#: CELL#:
E-MAIL: Deron.Geouque@watgov.org	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)

Approximately 140 square feet of office space in the Cooperative Extension Office in the East Annex

STREET ADDRESS: 971 West King Street CITY: Boone, NC COUNTY Watauga ZIP CODE: 28607

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE Sq feet	B. WAREHOUSE	C. OTHER
--	----------------------	--------------	----------

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	X	4,800		YES	YES	YES	
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments: 3 YEAR LEASE

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	
OFFICE							
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM : 2 YEARS BEGINNING DATE:

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES _____	NO _____
Is the proposed building free of hazardous lead paint?	YES _____	NO _____
DEPARTMENT:		DIVISION:
CITY:		SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:		

LESSOR:

090120 BCC Meeting

9. ADDITIONAL INFORMATION

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

YES

NO

PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. IS PROPERTY TO BE LEASED WITHIN AN AREA DESIGNATED BY FEMA TO BE IN A FLOOD PRONE AREA (100 YEAR, 500 YEAR)? IF SO, PLEASE PROVIDE DETAILS BELOW.

12. This proposal is made in compliance with the specifications furnished by the Department of _____ . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

*****(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.**

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 this proposal, 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.

Printed Name of Lessor

Signature of Lessor

Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received in the Central Office - NC Forest Service Office prior to 4:00 PM on the cutoff. No faxed or e-mailed proposals will be accepted. PHONE: 919-857-4837 iris.oliver@ncagr.gov

Delivery Address If Delivered In Person: Iris Oliver - Property Manager/Incident Business Advisor, Dept. of Agriculture, Archdale Building, 512 North Salisbury Street, Raleigh, North Carolina 27604

Mailing Address If Sent Through Mail Service: NCDA & CS -NCFS 1616 Mail Service Center, Raleigh, North Carolina 27699-1600. Use of Mail Service Center may delay proposal reaching the Central Office.

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
- (b) Cutoff Date for Receiving Proposals
- (c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.

2. Deduct from the Inside area the following:

- *a. Toilets and lounges
- *b. Entrance and elevator lobbies
- *c. Corridors
- d. Stairwells
- e. Elevators and escalator shafts
- f. Building equipment and service areas
- g. Stacks, shafts, and **interior columns**
- h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:	DIVISION:
-------------	-----------

CITY:	SQUARE FEET:	AGENT:
-------	--------------	--------

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM		DATE:
--	--	-------

FORM (PO-28)	(2018)
--------------	--------

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **THE COUNTY OF WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services 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 April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; 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 Township of **Boone, County of Watauga**, North Carolina, more particularly described as follows:

that certain office space in the building known as the East Annex (the "Leased Premises") located at 971 West King Street, Boone, NC 28607 (the "Property") in Watauga County, North Carolina,

The above contains approximately 140 square feet of office space.

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

1. The term of this lease shall be for a period of **Two (2) Years** commencing on the **1st day of October, 2020**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of September, 2022**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of Four Thousand Eight Hundred (**\$4,800.00**) Dollars annually.
3. Lessor grants free and unrestricted ingress and egress to the Premises during the term of this lease and any renewals thereof.

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. 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. 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, suitable for the purposes for which the leased premises will be used by Lessee.

6. Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures, 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.

7. If the said premises be destroyed by flood 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 flood or other casualty without fault of the Lessee, so as to render the premises untenantable 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. 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 **Watauga County, 842 West King Street, Suite 1, Boone, North Carolina 28807**; the Lessee at **NC Department of Agriculture & Consumer Services, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001**. 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.

16. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.

17. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.

18. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

19. This Lease Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors and permitted assigns.

20. Lessor understand and acknowledges that Lessee will use the Premises as a county headquarters site.

21. It is understood and agreed that Lessee shall the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee. Lessor shall be responsible for all storm water fees and real property taxes assessed against the Premises.

22. If Lessee is unable to secure all necessary permits or governmental approvals to construct or install its desired improvements on the Premises, then Lessee, at its option and in its sole discretion, may terminate this lease without any further obligation hereunder.

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

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)

Richard H. Clark
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **Richard H. Clark** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20 ____.

Notary Public
Printed Name: _____

My Commission expires _____

LESSOR: County of Watauga

By: _____ (SEAL)

Signature

Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, Manager of _____ personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20 ____.

Notary Public

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. 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.
3. 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.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Frequent trash and recycling pick -up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
12. 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.

13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
14. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
15. 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

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Transfer of Mabel Elementary School to the Watauga County Board of Education

MANAGER'S COMMENTS:

Approximately ten (10) years ago, the Watauga County School Board transferred Mabel Elementary School to Watauga County as part of the Qualified School Construction Bond. The bond was for \$1,290,274 and required the School System to transfer the property since the County would be responsible for the bond.

The bond obligations have been met and the property may be transferred back to the School System.

Excise Tax: \$0.00
Pin #:

Recording Time, Book & Page
File Number: 9202219.00(rbm)

State of North Carolina

GENERAL WARRANTY DEED

County of Watauga

This Deed made this _____ day of August 2020, by and between:

Watauga County, a Corporate Body Politic

Room 205, 814 West King Street

Boone, NC 28607

(hereinafter called "Grantor")

and

Watauga County Board of Education

P.O. Box 1790

Boone, NC 28607

(hereinafter called "Grantee")

W I T N E S S E T H

Prepared by and return to: di Santi Watson Capua Wilson & Garrett, PLLC
PO Box 193, 642 W. King Street
Boone, NC 28607

Grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to it in hand paid by the Grantee, the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantee, its successors and assigns, in fee simple all that certain lot(s), tract(s) or parcel(s) of land lying situated in Cove Creek Township, Watauga County, North Carolina, and more particularly described as follows:

The four (4), Exhibit A's attached hereto and incorporate herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book of Records 1514 at Page 369, Watauga County Public Registry.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

To have and to hold the aforesaid lot, parcel or tract of land with every privilege and appurtenance thereunto belonging to the said Grantee, its successors and assigns, in fee simple to its only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

Grantor covenants with Grantee and Grantor is seized of the premise in fee simple and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances, other than those exceptions set forth below; and that it will warrant and defend the title to the same against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

1. Utility, rights of way, and other easements of public record.
2. See Exhibit A's hereto, which is incorporated by reference herein as if set out in full.

Pursuant to N.C.G.S.105-317.2, Grantor represent that the property conveyed herein IS NOT its primary residence.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set its hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

WATAUGA COUNTY

BY: _____ (SEAL)
John Welch, Chair of the Watauga County
Board of County Commissioners

Attest:

Anita Fogle, Clerk to the
Board of County Commissioners

(CORPORATE SEAL)

STATE OF NORTH CAROLINA, COUNTY OF WATAUGA

I, _____, a Notary Public, do hereby certify that Anita Fogle, personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners for Watauga County, a North Carolina body politic, and that by authority duly given, and as an act of said body politic, the foregoing instrument was signed in its name by its Chairman to the Board of County Commissioners, sealed with its corporate seal, and attested by herself as its Clerk.

This the _____ day of _____, 2020.

_____ (SEAL)
Notary Public

My commission expires: _____

W:\ASD\Clients\Watauga County\Board of Education\Mabel School BB&T Financing\Deed.docx

Prepared by and return to: di Santi Watson Capua Wilson & Garrett, PLLC
PO Box 193, 642 W. King Street
Boone, NC 28607

EXHIBIT A
GENERAL WARRANTY DEED
County of Watauga, GRANTOR
Watauga County Board of Education, Grantee

Parcel 1: (RB 111, P 658, Acquired from Harold Dean Pardue)

Page 1 of 4

A 0.033 of an acre tract located on the North side of NCSR 1388 approximately 1000 feet East of the intersection of said road and NCSR 1301; and being more particularly described as follows:

BEGINNING on an 5/8 inch rebar and cap set on the North side of NCSR 1388, said beginning corner being located South 80 degrees 41 minutes 40 seconds West 246.15 feet from a 6 inch locust fence post and North 80 degrees 41 minutes 40 seconds East 488.93 feet from a 6 inch locust fence post; thence from the beginning North 80 degrees 41 minutes 40 seconds East 116.11 feet to a 5/8 inch rebar and cap set; thence South 01 degree 23 minutes 25 seconds East 15.45 feet to the center of NCSR 1388; thence down and with the center of said road South 83 degrees 33 minutes 15 seconds West 115.45 feet; thence North 01 degree 23 minutes 25 seconds West 9.63 feet to the BEGINNING; being described using distances relative to the horizontal and bearings relative to astronomic North, as surveyed on December 1, 1988 by Frank Lee Hayes, RLS No. L-1488 and being Job #88381.

mb:2-12-35

Prepared by and return to: di Santi Watson Capua Wilson & Garrett, PLLC
PO Box 193, 642 W. King Street
Boone, NC 28607

EXHIBIT A
GENERAL WARRANTY DEED
County of Watauga, GRANTOR
Watauga County Board of Education, Grantee

Parcel 2: (RB 111, P 655, Acquired from Harold Dean Pardue)

Page 2 of 4

A 2.244 acre tract located on the North side of NCSR 1388 approximately 1000 feet East of the intersection of said road and NCSR 1301; being a portion of the Harold Pardue property described in the Deed recorded in Deed Book 102, Page 44, Watauga County, North Carolina, Public Registry; and being more particularly described as follows:

BEGINNING on a 6 inch locust fence post, the old Robert Osborne and George Wilson corner in the Harold Pardue Northern line, said fence post being located North 82 degrees 53 minutes 05 seconds East 172.44 feet from another 6 inch locust fence post, the old Northwest corner of the Harold Pardue property described in the Deed recorded in Deed Book 102, Page 44, Watauga County, North Carolina, Public Registry; thence from the beginning and with the George Wilson Southern line North 82 degrees 53 minutes 05 seconds East, passing a 5/8 inch rebar and cap set in reference at 20.00 feet, a total distance of 526.35 feet to a 5/8 inch rebar and cap set in the Billy Ray Pardue Western line; thence South 01 degree 23 minutes 25 seconds East 272.03 feet to a 5/8 inch rebar and cap set on the North side of NCSR 1388 thence with the North side of NCSR 1388 South 80 degrees 41 minutes 40 seconds West 116.11 feet to a 5/8 inch rebar and cap set; thence with a new line North 01 degree 23 minutes 25 seconds West 85.00 feet to a 5/8 inch rebar and cap set near a power pole; thence with a new line North 36 degrees 26 minutes 55 seconds West 20.68 feet to a 5/8 inch rebar and cap set; thence with a new line South 84 degrees 51 minutes 55 seconds West 372.33 feet to a 5/8 inch rebar and cap set; thence with a new line North 10 degrees 30 minutes 00 seconds West 159.92 feet to the BEGINNING; being described using distances relative to the horizontal and bearings relative to astronomic North, as surveyed on December 1, 1988 by Frank Lee Hayes, RLS No. L-1488 and being Job #88381.

mb:2-12-34

EXHIBIT A
GENERAL WARRANTY DEED
County of Watauga, GRANTOR
Watauga County Board of Education, Grantee

Parcel 3: (RB 112, P 827, Acquired from Joe Marion Wilson and wife, Ella L. Wilson)

Page 3 of 4

An 8.521 acre tract located on the South side of NCSR 1301 approximately 5000 feet Southwest of the intersection of said road and U.S. Highway 421; being a portion of the J.M. Wilson tract described in the Deed recorded in Deed Book 58, Page 513, Watauga County, North Carolina, Public Registry; and being more particularly described as follows:

BEGINNING on a concrete monument set in the George Wilson and J.M. Wilson line Northeast of George Wilson's barn, said monument being located South 81 degrees 20 minutes 00 seconds East 401.97 feet from a 6 inch locust fence post on the East side of NCSR 1301, an old George Wilson and J.M. Wilson corner; thence from the beginning and with a new line through the J.M. Wilson property, North 13 degrees 25 minutes 55 seconds East, passing a 5/8 inch rebar with cap set in reference at 469.75 feet, a total distance of 502.17 feet to a railroad spike set in the center of NCSR 1301; thence with the center of said road a curved line concaved to the North having a radius of 2,500.00 feet for an arc distance of 359.31 feet (chord is North 75 degrees 30 minutes 00 seconds East 359.00 feet); thence with the same a curved line concaved to the North having a radius of 700.00 feet for an arc distance of 130.12 feet (chord is North 66 degrees 03 minutes 30 seconds East 129.93 feet); thence with the same a curved line concaved to the North having a radius of 1,200.00 feet for an arc distance of 94.65 feet (chord is North 58 degrees 28 minutes 25 seconds East 94.63 feet) to a railroad spike set; thence leaving the center of said road and with the Edna Miller Pardue and Clyde Miller lines, South 00 degrees 10 minutes 00 seconds East, passing a 5/8 inch rebar and cap set in reference at 40.00 feet, a total distance of 782.02 feet to a 5/8 inch rebar and cap set at the old George Wilson and J.M. Wilson corner; thence with the old George Wilson and J.M. Wilson line North 81 degrees 20 minutes 00 seconds West 673.59 feet to the BEGINNING; being described using distances relative to the horizontal and bearings relative to astronomic North, as surveyed on December 1, 1988 by Frank Lee Hayes, RLS No. L-1488 and being Job #88381.

mb:2-12-36

EXHIBIT A
GENERAL WARRANTY DEED
County of Watauga, GRANTOR
Watauga County Board of Education, Grantee

Parcel 4: (RB 112, P 830, Acquired from George W. Wilson and wife, Velma O. Wilson) Page 4 of 4

A .7.604 acre tract located approximately 650 feet West of NCSR 1301 and approximately 250 feet East of NCSR 1388; being a portion of the George Wilson property described in the Deed recorded in Deed Book 52, Page 409, Watauga County, North Carolina, Public Registry; and being more particularly described as follows:

BEGINNING on a concrete monument set in the George Wilson and J.M. Wilson line Northeast of the George Wilson barn, said monument being located South 81 degrees 20 minutes 00 seconds East 401.97 feet from a 6 inch locust fence post on the East side of NCSR 1301, an old George Wilson and J.M. Wilson corner; thence from the beginning and with the old George Wilson and J.M. Wilson line South 81 degrees 20 minutes 00 seconds East 673.59 feet to a 5/8 inch rebar and cap set; thence with the Clyde Miller and Walter R. Beaver lines South 00 degrees 10 minutes 00 seconds East 203.07 feet to a 5/8 inch rebar and cap set at the Billy Ray Pardue Northeast corner; thence with the Billy Ray Pardue Northern line North 83 degrees 06 minutes 25 seconds West 132.09 feet to a 5/8 inch rebar and cap set; thence with the Billy Ray Pardue Western line South 00 degrees 23 minutes 20 seconds East, passing a 1/2 inch conduit pipe found as reference at 35.06 feet, a total distance of 260.00 feet to a 5/8 inch rebar and cap set in the old George Wilson and Harold Pardue line; thence with said old George Wilson and Harold Pardue line South 82 degrees 53 minutes 05 seconds West, passing a 5/8 inch rebar and cap set in reference at 506.35 feet, a total distance of 526.35 feet to a 6 inch locust fence post the Robert Osborne Southeast corner; thence with the Robert Osborne, Leonard Hamilton and Melvin Shipes Eastern lines North 10 degrees 30 minutes 00 seconds West, passing a 5/8 inch rebar and cap set in reference at 20.00 feet, a total distance of 387.10 feet to a 5/8 inch rebar and cap set at the Melvin Shipes Northeast corner; thence with a new line through the George Wilson property North 13 degrees 25 minutes 55 seconds East 239.86 feet to the BEGINNING; being described using distances relative to the horizontal and bearings relative to astronomic North, as surveyed on December 1, 1988 by Frank Lee Hayes, RLS No. L-1488 and being Job # 88381.

Parcel 5: Right-of-way and Easements

Also conveyed herewith and subject to are all Rights of way, easements, well or water rights, hereditaments and appurtenances which pertain to or which benefit the Mabel School property conveyed herein.

Prepared by and return to: di Santi Watson Capua Wilson & Garrett, PLLC
PO Box 193, 642 W. King Street
Boone, NC 28607

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Valle Crucis Historic Preservation Commission

The Valle Crucis Historic Preservation Commission terms of Ms. Susan Mast and Ms. Heidi Tester expire in September. Specific requirements, as mentioned in Mr. Furman's memo, must be met to serve on the Commission. Ms. Mast and Ms. Tester meet those requirements and are both willing to continue to serve if reappointed. The terms are for three years. This is a first reading.



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

*Department of
Planning & Inspections*

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: August 27, 2020

To: County Manager; Board of Commissioners

From: Joe Furman

RE: Valle Crucis Historic Preservation Commission terms

The terms of two (2) members of the Valle Crucis Historic Preservation Commission expire in September – Susan Mast and Heidi Tester. The terms are three (3) years. The Valle Crucis Historic District Ordinance specifies that three (3) members of the Commission must live within the District, and the other two (2) members must also be members of the Valle Crucis Community Council, but do not have to live within the Historic District. These specific requirements, which I think are appropriate, limit the number of potential appointees. Both Ms. Mast and Ms. Tester are willing to be reappointed. Thank you.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 23, 2020, at 6:00 P.M. at the Watauga Student Services Center located at the Watauga Campus on Hwy 105 Bypass, Boone, NC, in Room 112.



Caldwell Community College and Technical Institute

Office of the President



August 25, 2020

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. The meeting is scheduled for Wednesday, September 23, 2020 at 6:00 p.m. at the new Watauga Student Services Center located on our Watauga Campus on Hwy 105 By-pass.

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 23, 2020 at 6:00 p.m. will accommodate the Watauga County Commissioners schedule. Since a meal will be provided, please let us know who will be attending by Monday, September 14, 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark J. Poarch".

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

An Equal Opportunity Educator & Employer

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Land Acquisition – G. S. 143-318.11(a)(5)(i)