

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

**TUESDAY, JULY 19, 2022  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 13, 2022, Special Meeting June 13, 2022, Special Meeting Closed Session June 21, 2022, Regular Meeting June 21, 2022, Closed Session		1
	3	APPROVAL OF THE JULY 19, 2022, AGENDA		15
5:35	4	SPECIAL PRESENTATION BY THE BOARD OF COMMISSIONERS	CHAIRMAN WELCH	17
5:40	5	PUBLIC HEARING TO ALLOW CITIZEN COMMENT REGARDING ERIC O'LOUGHLIN'S REQUEST TO NAME THE AQUATIC CENTER LOCATED IN THE WATAUGA COUNTY COMMUNITY RECREATION CENTER IN MEMORY OF MR. LAWRENCE "LAN" O'LOUGHLIN	MR. DERON GEOUQUE	19
5:45	6	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	77 79
5:50	7	SCALE HOUSE IMPROVEMENT PROJECT BID AWARD REQUEST	MR. REX BUCK	83
5:55	8	EMERGENCY SERVICES MATTERS A. Proposed Radio Cache Replacement B. Proposed Radio Maintenance Contract Renewal C. Priority One Grant Award Request D. Proposed Utility Easement for Sampson Property E. MOA with NCDOT for Debris Management F. Remediation of VHF Radio Components	MR. WILL HOLT	97 101 121 149 157 169
6:00	9	REQUESTED ACCEPTANCE OF NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - DIVISION OF SOIL & WATER CONSERVATION FUNDING FOR THE PROJECT STREAMFLOW REHABILITATION PROGRAM (StRAP)	MS. MICHELLE KASEY MS. MIKEY WOODIE	173
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Sheriff's Office Out-of-State Travel Request B. North Carolina Association of County Commissioners (NCACC) Voting Delegate C. Announcements	MR. DERON GEOUQUE	203 205 209
6:10	11	PUBLIC COMMENT		211
7:10	12	BREAK		211
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Economic Development – G. S. 143-318.11(a)(4)		211
8:00	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 13, 2022, Special Meeting  
June 13, 2022, Closed Session Special Meeting  
June 21, 2022, Regular Meeting  
June 21, 2022, Closed Session

**DRAFT**

**MINUTES  
WATAUGA COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING**

**MONDAY, JUNE 13, 2022**

The Watauga County Board of Commissioners held a special meeting, on Monday, June 13, 2022, at 7:30 A.M. in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Vice-Chairman Kennedy called the meeting to order at 7:36 A.M. The following were present:

- PRESENT:**
- Billy Kennedy, Vice-Chairman
  - Carrington Peralion, Commissioner
  - Larry Turnbow, Commissioner
  - Charlie Wallin, Commissioner
  - Andrea Capua, County Attorney
  - Chelsea Garrett, County Attorney
  - Deron Geouque, County Manager
  - Anita J. Fogle, Clerk to the Board

*[Clerk’s Note: Chairman Welch was not in attendance due to a prior commitment.]*

**APPROVAL OF THE AGENDA**

Commissioner Peralion, seconded by Commissioner Wallin, moved to approve the agenda which was advertised as the purpose of the meeting being to go into closed session to discuss Attorney/Client Matters with possible action after closed session.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

**CLOSED SESSION**

At 7:36 A.M., Commissioner Turnbow, seconded by Commissioner Peralion, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

Commissioner Turnbow, seconded by Commissioner Peralion, moved to resume the open meeting at 9:17 A.M.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

**POSSIBLE ACTION AFTER CLOSED SESSION**

There was no action after closed session.

**RECESS**

At 9:17 A.M. Commissioner Pertalion, seconded by Commissioner Wallin, moved to recess the meeting until 5:30 P.M. on Thursday, June 16, 2022, with the meeting to reconvene in the Commissioners’ Conference Room in the Administration Building located at 814 West King Street, Boone, North Carolina.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

**RECONVENE**

Vice-Chairman Kennedy reconvened the meeting at 5:32 P.M. on Thursday, June 16, 2022, in the Commissioners’ Conference Room in the Administration Building located at 814 West King Street, Boone, North Carolina. The following were present:

PRESENT: Billy Kennedy, Vice-Chairman  
Carrington Pertalion, Commissioner  
Larry Turnbow, Commissioner  
Charlie Wallin, Commissioner  
Andrea Capua, County Attorney  
Chelsea Garrett, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

*[Clerks Note: Chairman Welch was not in attendance due to a prior commitment.]*

**CLOSED SESSION**

At 5:32 P.M., Commissioner Wallin, seconded by Commissioner Pertalion, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to resume the open meeting at 8:59 P.M.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

**POSSIBLE ACTION AFTER CLOSED SESSION**

There was no action after closed session.

**ADJOURN**

Commissioner Wallin, seconded by Commissioner Peralion, moved to adjourn the meeting at 8:59 P.M.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)  
Nay-0  
Absent-1(Welch)

Billy Kennedy, Vice-Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 21, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 21, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

**PRESENT:**                    John Welch, Chairman  
                                      Billy Kennedy, Vice-Chairman  
                                      Carrington Pertalion, Commissioner  
                                      Larry Turnbow, Commissioner  
                                      Charlie Wallin, Commissioner  
                                      Anthony di Santi, County Attorney  
                                      Deron Geouque, County Manager  
                                      Anita J. Fogle, Clerk to the Board

Commissioner Wallin opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the June 7, 2022, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the June 7, 2022, regular meeting minutes as presented.

VOTE: Aye-5  
           Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the June 7, 2022, closed session minutes as presented.

VOTE: Aye-5  
           Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the June 21, 2022, agenda.

Chairman Welch stated that there would be no action after closed session and requested the item be removed from the agenda.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the June 21, 2022, agenda as amended.

VOTE: Aye-5  
Nay-0

## **TOURISM DEVELOPMENT AUTHORITY UPDATE**

Mr. Matt Vincent, Tourism Development Authority (TDA) Chair, and Mr. Wright Tilley, TDA Director were present to give an update on the Watauga County TDA. Mr. Tilley stated that last year's numbers were historic; however, they were beginning to level off. Mr. Tilley stated that upgrades were planned for the pump track at Rocky Knob Park and the picnic areas.

Mr. Tilley stated that a change may be made to how the occupancy tax expenditures were split. Currently two-thirds go to marketing and one-third to infrastructure. Mr. Tilley stated that Representative Ray Pickett indicated that the split could change to a 50%/50% model which would allow more flexibility in spending the funds collected. The current advertising budget was \$6,000,000. The change would be good for infrastructure costs. Mr. Tilley stated that a resolution of support may be requested in the future. Mr. Tilley stated that during the height of the COVID pandemic, advertising was stopped but would be bumped back up during the coming year as society was returning to normal.

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

## **DESTINATION BY DESIGN PROPOSALS**

### ***A. Imagine Watauga Action Plan***

Mr. Eric Woolridge, Destination by Design Director of Planning and Business Development, stated that he was working with the Tourism Development Authority (TDA) on reimagining the future through the Imagine Watauga Plan which cast a vision of how to double or triple the funding for infrastructure while improving the quality of life for locals.

The plans purpose was to

*“Create a community-led vision and 15-year roadmap to ensure strategic decision making and enhance quality of life throughout the Town of Boone and Watauga County. The Imagine Watauga Action Plan is led by the Watauga County and Boone Tourism Development Authorities (TDAs). The TDAs are responsible for managing occupancy tax revenues collected from visitors staying in both the Town of Boone and Watauga County’s short-term lodging establishments. Current revenue projections from today through the year 2040 will provide the TDAs with approximately \$40 million to invest in quality-of-life projects. Plan success will require significant and broad community engagement.*

*Imagine Watauga will replace the TDA’s current plan, The Boone Outdoor Recreation Master Plan, which was adopted in 2010 and called for the development*

*of Rocky Knob Park and a variety of newly developed river accesses and greenway expansions.”*

Interviews would be held with focus groups to discuss the following themes: recreation, environmental quality, arts & culture, economic development, and active living.

Mr. Woolridge inquired as to the availability of the current Valle Crucis School building once the new school was constructed and in use and the current National Guard Armory which would revert to the Town of Boone and County upon the Armory’s move to a new facility. County Manager Geouque stated that the old school property may have to be used to properly mitigate the new school and the County’s use for the Armory would be as storage for County equipment.

Mr. Woolridge requested the Commissioners and Boone Town Council each select representatives to serve on a project steering committee to help develop recommendations for the Armory property. Commissioners Peralion and Turnbow both showed interest in serving.

### ***B. Howard Knob Park Improvements***

Mr. Eric Woolridge stated that, in 2018 the Tourism Development Authority (TDA) developed a master plan for Howard Knob Park. The TDA would like to implement some elements of this plan within the next 12 months, including new ADA parking and access, an improved overlook area, and other general aesthetic improvements. Mr. Wright Tilley, TDA Director, stated that the original plans were scaled back from previous years but would improve the area. The improvements were not intended to significantly change how the park was used, but to merely upgrade the existing resource. County Manager Geouque stated that the picnic area needed to be renovated. Mr. Tilley stated that it would be looked at. Mr. Tilley also stated that they were keeping in touch with those whose property neighbored the park. Mr. Woolridge stated that the parking area would not be expanded but would be marked.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to support the renovations to Howard Knob Park as presented.

VOTE: Aye-5  
Nay-0

### **PROPOSED W.A.M.Y. SUPPORT LETTER**

Ms. Brittany Luxton, Finance Director for W.A.M.Y Community Action, Inc., stated that W.A.M.Y. was applying for a Housing Preservation grant to allow for repairs and rehabilitation on very low-income family homes. The grant has been successfully utilized for the last two years and W.A.M.Y. would like to continue to provide this service to low-income Watauga County citizens. The Housing Preservation grant was used to do repair work on homes, such as roofs, plumbing and electrical repairs, or mold removal. Ms. Luxton stated that as part of the grant application, W.A.M.Y must demonstrate the support of County officials for this type of work and show that this was not a duplication of another program operated by the County. A proposed letter of support was presented to the Board for consideration.



Commissioner Turnbow, seconded by Commissioner Pertalion, moved to support W.A.M.Y.'s grant application and approve the letter of support.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2022. The report was presented for information only and, therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Warren stated that there were no refunds and presented the Releases Report for May 2022 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the Releases Report for May 2022 as presented.

VOTE: Aye-5  
Nay-0

### ***C. Proposed Board of Equalization and Review Hearing Dates***

Mr. Warren present the following dates for the Board of Equalization and Review to hear appeal cases:

Monday	July 11	3:00 pm - 7:00 pm
Monday	July 25	3:00 pm - 7:00 pm
Tuesday	July 26	9:00 am - 4:00 pm
Wednesday	July 27	9:00 am - 4:00 pm
Thursday	July 28	9:00 am -12:00 pm

Mr. Warren stated that there were 169 hearings to schedule, 425 to be presented for consent approval, and 885 currently awaiting responses.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the dates as presented by Mr. Warren.

VOTE: Aye-5  
Nay-0

## **PROPOSED COURTHOUSE COMPUTER SYSTEMS SOFTWARE LICENSE AND SUPPORT AGREEMENT**

The County Manager, on behalf of Register of Deeds Amy Shook, presented for approval a software license and support contract with Courthouse Computer Systems which was the current vendor. The contract was in the amount of \$36,225 and adequate funds were budgeted to cover the expense. County Attorney di Santi stated that it was the same contract approved last year with the dates updated.

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to approve the contract, in the amount of \$36,225, with Courthouse Computer Systems for the Register of Deeds software license and support.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Proposed Contractor Prequalification Policy***

County Manager Geouque presented, in preparation for the bidding of the new Valle Crucis Elementary School, a proposed contractor prequalification policy. The policy would ensure the lowest responsive bidder was also financially and technically able to complete the project. The County Manager stated that a Construction Manager At Risk (CMAR) would not be utilized in this project due to increased cost in the current market.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the contractor prequalification policy as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***B. Proposed Contract with Vincent Valuations, LLC***

County Manager Geouque stated that the 2022 revaluation was now complete and the County needed to prepare for the next revaluation scheduled for 2027. During the 2022 Annual Budget Retreat, the Board discussed the next revaluation for the County and the need to conduct a full measure and list. The County Manager presented a proposed contract with Vincent Valuations, LLC, to conduct the 2027 revaluation for \$38.50 per parcel. In addition, the contract included the cost to provide new construction services at \$29.50 per parcel. The contract would be effective July 1, 2022. Adequate funds were budgeted to cover the 2022-2023 expenses.

Commissioner Peralion, seconded by Commissioner Turnbow, moved to approve the contract with Vincent Valuations, LLC, for the 2027 revaluation and new construction review services as presented effective July 1, 2022.

VOTE: Aye-5  
Nay-0

### ***C. July Meeting Schedule***

County Manager Geouque stated that the first meeting in July had been cancelled and the July 19, 2022, meeting date could remain as scheduled; therefore, no additional changes were required for the July meeting schedule.

### ***D. Update on the Naming Application Request in Memory of Lawrence “Lan” O’Loughlin***

County Manager Geouque stated that Mr. Eric O’Loughlin, Ms. Jean Hord Roberts, and Ms. Ashley Ginn presented a request to name the lap pool in the aquatic center after Lawrence (“Lan”) O’Loughlin at the last Board meeting. Mr. O’Loughlin was the Watauga High School Men and Women’s Head Swim Coach from 1979 to 2003. A public hearing is required to be scheduled to seek comments and input from County citizens. Once the public hearing is completed, the Board shall vote on the request. A unanimous vote of the Board is required for the naming application to be approved.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to schedule a public hearing at 5:30 P.M. on Tuesday, July 19, 2022, to allow citizen comment on the naming request.

VOTE: Aye-5  
Nay-0

### ***E. Discussion of House Bill 193***

County Manager Geouque stated that there was a prohibition in the Town of Boone’s Ordinance which wouldn’t allow the County’s proposed parking deck to be built on the corner of Water and Queen street. Due to that, the County had sought legislation (House Bill 193) which read: *“For so long as it is used for a public purpose, the following property shall be exempt from the Unified Development Ordinance of the Town of Boone as it exists on the effective date of this act and any subsequent amendments or reenactments: the property described in the INSTRUMENT OF COMBINATION recorded on May 23, 2022, as referenced in Book 2275, Page 413 in the Watauga County Register of Deeds.”*

The Board of Commissioners had tasked staff and the County Attorneys to work with the Town of Boone for a solution. County Attorney di Santi stated that he along with County Attorneys Capua and Garrett had read and fully debated the compromises presented on Town of Boone letterhead. Mr. di Santi stated that the Town of Boone Attorney, Ms. Allison Mead, had agreed that wording in the Historic Preservation Commission was illegal and that the issue would be resolved. Mr. di Santi stated that the Town of Boone has agreed to put the project on a fast track schedule. Mr. di Santi stated that other than the lot combining issue the design would comply with Town of Boone regulations. County Manager Geouque added that the project architect, Mr. Bill Dixon, was working hard to comply with Town of Boone regulations; however, the Historic District was relatively new and there could be other gray areas to work out.

*[Clerk’s Note: Below are the proposed Joint Press Release and the Town of Boone compromises:*

***Joint Statement of the Boone Town Council and Watauga County Board of Commissioners Concerning the County's Proposed Downtown Parking Garage***

*Watauga County and the Town of Boone have recently issued separate press releases concerning a local law, House Bill 193, requested by Watauga County to exempt its proposed downtown parking garage project from the requirements of Boone's development ordinance. The County maintains that it had a valid legal concern regarding the enforceability of the Town's development ordinance as it relates to the recombination of lots within the historic district, that litigation would significantly delay the project and increase the project budget, and that the request for House Bill 193 was made in good faith.*

*The County and the Town agree on the need for public parking to serve the courthouse and other government buildings located in the historic district of downtown Boone, as well as the desirability of additional parking available after business hours to serve local citizens and visitors to the downtown. We also agree that it is to the benefit of all town and county residents, businesses, and taxpayers that the County and Town work together cooperatively, respecting both the taxpayers' money and the Town's efforts to preserve its historic downtown.*

*Accordingly, our representatives have worked hard over the last few days to address the concerns of each side. We have reached a consensus so that the local law will be withdrawn, litigation can be avoided, and consideration of the County's parking garage project can move forward as speedily as possible consistent with the Town's development ordinance. We are glad of this outcome, and look forward to continuing to work collaboratively and through more open communication to find solutions that are in the best interest of all citizens.*

and . . .

*I write to confirm the points of agreement reached between Watauga County and the Town of Boone as to how the County 's downtown parking garage project will move forward:*

- 1. It is the view of both you, as the county attorneys, and me, as town attorney, that language in Boone UDO Appendix D, Section 14.4 stating "[c]ombining lots for the purpose of building a single building across multiple lots is not permitted in the district.... " is not authorized by Chapter 160D of the North Carolina General Statutes and, if sought to be enforced, would likely lead to litigation. A text amendment to the Boone UDO eliminating the language will be presented and considered at public hearing on July 25. It is anticipated that the approval process can be completed as early as July 27.*
- 2. The Town will waive its usual practice of requiring applicants to obtain a certificate of appropriateness (COA) from the Boone Historic Preservation Commission (HPC) prior to proceeding with a conditional district (CD)*

- rezoning application, and instead will allow the County to submit and pursue its applications for CD and COA concurrently.*
3. *The HPC may be able to consider the COA request at its July 12 regular meeting, but in any event will hear the case at a special meeting to be scheduled for July 26, which may be followed if necessary by consideration at the HPC's regular meeting on Aug. 9.*
  4. *The Town Council will hold a special public hearing meeting on August 22 to consider the county's conditional district rezoning application for the parking garage.*
  5. *The County will withdraw its request for the state legislature to pass House Bill 193 and proceed with the approval processes as set forth in the Boone UDO for its parking project (that is, the COA and CD processes) as any other applicant, except as set forth above.*

*Sincerely,  
Allison M. Meade, Esq.  
Town Attorney  
Town of Boone, North Carolina*

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to direct the County Manager to contact Representative Ray Pickett and Senator Deana Ballard and request House Bill 193 be pulled.

VOTE: Aye-5  
Nay-0

***F. Announcements***

County Manager Geouque announced the following:

- The North Carolina Association of County Commissioners' (NCACC) next Board of Directors meeting would be held in Watauga County on June 24-25, 2022. The NCACC invites the Chairman or Vice-Chairman and County Manager to speak at the beginning of the meeting on the 24th, to provide a brief welcome message to Watauga County.
- The NCACC also invites the Watauga County Board of Commissioners to be guests at the NCACC Board dinner which would be held at the Meadowbrook Inn on the evening of June 24, 2022.
- The Beech Mountain Watauga Medics Ribbon Cutting was to be held at the Beech Mountain Volunteer Fire Station # 2 located at 513 St. Andrew's Road, Beech Mountain, North Carolina, on Saturday, June 25, 2022, from 2:00 to 4:00 P.M.

**PUBLIC COMMENT**

Ms. Barbara Krause shared concerns in regards to the Rainbow Trail asphalt plant.

Ms. Nancy Kiffer shared comments on events she has held at her home and property. She requested a copy of “assembly rules” and that the Fire Marshal not show up during an event unless in an unmarked vehicle.

Ms. Brook Meeks thanked the Board for the work they do. Ms. Meeks shared concerns as she was a bride whose wedding was scheduled at the Kiffer property in July, 2022.

Vice-Chairman Kennedy stated that the Fire Marshal’s Office and the Planning and Inspections Department had been working with Ms. Kiffer in regards to State Code issues for years and the County would not condone not meeting codes and liability issues that could arise.

Commissioner Turnbow stated that the County vehicle would be used when the Fire Marshal was on a call. Commissioner Turnbow stated the issue had been ongoing for years and that Ms. Kiffer had been cited and had not dealt with the issue.

**CLOSED SESSION**

At 7:11 P.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to resume the open meeting at 7:29 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Wallin, seconded by Commissioner Peralion, moved to adjourn the meeting at 7:29 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 19, 2022, AGENDA**



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**AGENDA ITEM 4:**

**SPECIAL PRESENTATION BY THE BOARD OF COMMISSIONERS**

**MANAGER'S COMMENTS:**

Time has been allotted per commissioner request for a special presentation.

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**AGENDA ITEM 5:**

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT REGARDING ERIC O’LOUGHLIN’S REQUEST TO NAME THE AQUATIC CENTER LOCATED IN THE WATAUGA COUNTY COMMUNITY RECREATION CENTER IN MEMORY OF MR. LAWRENCE “LAN” O’LOUGHLIN**

**MANAGER’S COMMENTS:**

Mr. Eric O’Loughlin, Ms. Jean Hord Roberts, and Ms. Ashley Ginn presented a request to name the lap pool in the Aquatic Center after Lawrence (“Lan”) O’Loughlin at the last Board meeting. Mr. O’Loughlin was the Watauga High School Men and Women’s Head Swim Coach from 1979 to 2003.

A public hearing is required prior to Board consideration of naming any County facilities. A public hearing is scheduled to seek comments and input from county citizens. Once the public hearing has been completed the Board shall vote on the request. A unanimous vote of the Board is required for the naming application to be approved.

Staff seeks direction from the Board.

**PUBLIC SERVICE ANNOUNCEMENT**

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 5:30 P.M. ON TUESDAY, JULY 19, 2022, IN THE COMMISSIONERS' BOARD ROOM OF THE WATAUGA COUNTY ADMINISTRATION BUILDING LOCATED AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. THE PURPOSE OF THE HEARING SHALL BE TO ALLOW PUBLIC COMMENT REGARDING ERIC O'LOUGHLIN'S REQUEST TO NAME THE AQUATIC CENTER LOCATED IN THE WATAUGA COUNTY COMMUNITY RECREATION CENTER IN MEMORY OF MR. LAWRENCE "LAN" O'LOUGHLIN. INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS, PLEASE CALL (828) 265-8000.

*John Welch*  
CHAIRMAN



# Watauga County Facility, Property, and Space Naming Application

Before submitting, please review the County Facility, Property, and Space Naming Policy.

Name of proposed honoree(s) Lawrence ("Lan") O'Loughlin

Proposed location of the building, structure, memorial, plaque, marker, area, or facility to be named Watauga County Recreational Facility Aquatics Center



If the proposed honoree(s) is a **living individual** please attach:

- a) Current resume (may include items b-d below).
- b) List of volunteer and/or service activities, including dates of involvement and offices held.
- c) List of professional accomplishments.
- d) List of honors and/or awards, both volunteer and professional, including dates awarded.
- e) Information regarding any significant donations, gifts, financial support or contributions made by the individual to Watauga County.
- f) Additional documents that support the proposal (optional)

If the proposed honoree(s) is a **deceased individual**, please attach:

- a) Source-identified, dated copy of obituary.
- b) List of volunteer and/or service activities, including dates of involvement and offices held.
- c) List of professional accomplishments.
- d) List of honors and/or awards, both volunteer and professional, including dates awarded.
- e) Information regarding any significant donations, gifts, financial support or contributions made by the individual to Watauga County.
- f) Additional documents that support the proposal (optional).

If the proposed honoree(s) is an **organization**, please attach:

- a) A copy of the charter for the organization, including mission statement.
- b) A copy of the minutes of the meeting or authentic copy of the proclamation made that substantiates the organization's desire to seek a County facility, property, or space naming or renaming opportunity.
- c) List of service to community, both volunteer and monetary, including dates of involvement and results.
- d) Authentic copies of recognitions awarded by national organization of which the local organization is an affiliate.
- e) List of other honors/awards earned by organization.
- f) Narrative as to why the organization should be honored with the naming of a facility.
- g) Information regarding any significant donation, gifts, financial support or contributions made by the organization to the County.

Narrative describing why the individual should be honored with the naming or dedication of a building, structure, memorial, plaque, marker, area, or facility: See attached letter

Attach additional pages if more space is required.

Please note: Honoree will be subject to a background check.

Please submit this application and all attachments to: **Watauga County Manager  
814 West King Street, Suite 205  
Boone, North Carolina 28607**

**Applicant Contact Information & Signature**

Name Eric O'Loughlin

Organization N/A

Address 350 Blue Ridge Vista

City Boone State NC

Telephone 828-719-5303

E-mail ericoloughlin@gmail.com

Applicant Signature *Eric O'Loughlin* Date 4/14/22

**Office Use Only**

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Notes: \_\_\_\_\_  
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**Watauga County Facility, Property, and Space Naming Application**

Name of Proposed Honoree(s): Lawrence ("Lan") O'Loughlin

Proposed Location of the building structure, memorial, plaque, marker, area, or facility to be named:  
Watauga Country Recreational Facility Aquatic Center

If the proposed honoree is a **deceased individual**, please attach:

- A) Source-identified dated copy of the obituary
- a. <https://www.legacy.com/obituaries/sunsentinel/obituary.aspx?n=lawrence-oloughlin&pid=977089>
- B) List of volunteer and/or service activities, including dates of involvement and offices held:
1. (1990's-2000's) Watauga County Recreational Task Force Committee Member
  2. (1990's-2000's) – Organizer & Facilitator for Watauga County Senior Games – Swimming
  3. (1980's-2000's) – Co-Founder & Faculty Advisor of the Mountain Alliance program at Watauga High School (WHS)
    - i. Adventure activities that challenge and empower students to identify and value their personal strengths & encourage students to learn to overcome obstacles, embrace adversity, and cultivate leadership skills.
  4. (1980's-2000's) – Mountain Alliance Liaison & Expedition Lead with Outward Bound National Program
    - ii. Program that teaches outdoor adventure programs for people of all ages and walks of life. Delivers powerful life lessons by encouraging participants to safely and confidently step outside their comfort zones while traveling in spectacular wilderness areas. Promotes personal growth, self-confidence, and strength of character through outdoor experiential learning.
  5. (1980's-1990's) - Organized local community clean-up events (river clean-ups, park building, etc.)
- C) List of Professional Accomplishments:
1. 1979-2003 WHS Teacher
  2. 1979-2003 WHS Men & Women's Head Swim Coach
  3. 1980-1989 WHS Men's Head Cross Country Coach
  4. 1981-1989 WHS Women's Cross-Country Program Founder and Head Coach
  5. 1982-1985 WHS Men & Women's Head Track Coach
- D) Honors and/or Awards, both volunteer and professional, including dates awarded
1. Inducted into Watauga County Sports Hall of Fame 2005
  2. Inducted into WHS Sports Hall of Fame 2021
  3. Women's Swimming
    - i. Conference Champion ('91,'94,'96,'97,'98,'99,'01,'02)
    - ii. State Performance
      - a. 8<sup>th</sup> ('85)
      - b. 8<sup>th</sup> ('00)
      - c. 3<sup>rd</sup> ('03)



- d. ('97) 200 Freestyle relay state champions (Megan Keefe, Brenda Taylor, Ashley Norman, Lindsay Taylor)
    - iii. Conference Swimming Coach of the Year ('86,'87,'88,'92,'96,'98,'99)
  - 4. Men's Swimming
    - i. Conference Champion ('01)
    - ii. State Performance
      - a. 11<sup>th</sup> ('82)
      - b. 18<sup>th</sup> ('85)
    - iii. State Champion Swimmer ('83)
  - 5. Men's Cross Country
    - i. Conference Champion ('80,'81,'85,'87,'88)
    - ii. Sectional Champion ('81)
    - iii. State Performance
      - a. 9<sup>th</sup> ('87)
      - b. 11<sup>th</sup> ('88)
    - iv. Conference Coach of the Year ('81,'85,'86)
  - 6. Women's Cross Country
    - i. Conference Champion ('82,'83,'85,'87,'88,'89)
    - ii. Sectional Champion ('82,'83,'85)
    - iii. State Performance
      - a. 1<sup>st</sup> ('85)
      - b. 3<sup>rd</sup> ('82)
      - c. 4<sup>th</sup> ('87,'88,'89)
      - d. 5<sup>th</sup> ('83)
    - iv. Conference Coach of the Year ('85,'86,'89)
  - 7. Mr. WHS Pageant Founding Honoree ('00)
    - i. Fundraising campaign to provide financial support to local individuals and families with medical expenses of the Watauga community
- E) Information regarding any significant donations, gifts, financial support, or contributions made by the individual to Watauga County
- a. Lan O'Loughlin Personal Achievement Award
    - i. In honor of Lan O'Loughlin, WHS set up this personal achievement award and with the community's financial support, the award provides up to a \$4,000 monetary gift for the recipient(s) each year.
      - 1. "The Lan O'Loughlin Award celebrates the quality of the game played and not the score alone. It honors the quality of the study effort and not just the grade. It is a tribute to one's compassion for others with the knowledge that one of the greatest challenges any of us faces is in living for purposes greater than those that touch only our lives."
- F) Additional documents that support the proposal
- a. Please see additional letters/emails sent from parents and athletes directly to the commissioner's office that speak to Lan's character and his impact on the community

Narrative describing why the individual should be honored with the naming of dedication of a building, structure, memorial, plaque, marker, area or facility:

As referenced in the Lan O'Loughlin Personal Achievement Award set up by the WHS Booster Club in Lan's honor in 2000 with funding support from the community, Lan represented many things to Watauga County and his positive impact continues to influence the community today. Lan grew up in Ft. Lauderdale, FL where he swam and played water polo competitively from age 6 through college and achieved top state and national ranking for several years including #1 ranking in the state of Florida in 1972. Additionally, he achieved All-American status in both swimming and water polo and qualified for the 1972 Olympic trials in swimming.

Lan and his wife moved to Boone in 1979, when he was recruited for the head coaching position for the swim team at Watauga High School and as a teacher. Within a year, he also assumed responsibility as head coach for the men's cross-country team. Questioning why there was no cross-country program for women at WHS, he began that program in 1981 and within a few years the women's team was the state champions. In addition to these extensive coaching commitments and full time teaching, Lan also coached both the men's and women's track teams in the 1980's.

While his professional accomplishments both in the classroom and in coaching were profound, his impact and legacy were rooted in his ability to inspire confidence and bring out the best from his students and athletes. Lan saw an individual's potential even when he or she might not see it in themselves. He constantly strived to foster that potential through his compassionate and motivational style of teaching and coaching. Even students that were not in his classroom or coached by him directly felt his presence at Watauga High School through other programs and events he cofounded or organized such as Mountain Alliance and trash clean-ups.

In appreciation of the significant impact Lan made at WHS and the larger Watauga community, the WHS Student Council started the Mr. WHS pageant in his honor in 2000. Twenty years later, this pageant is going strong and has raised hundreds of thousands of dollars to help defray the medical expenses of several students, faculty and staff in Watauga County.

Lan's influence continues to live on through the thousands of students and athletes he influenced during his lifetime in Watauga County. His lasting legacy can be remembered through the type of aquatic facility he and the Watauga County Recreational Task Force Committee for so many years envisioned, fought for and is finally becoming a reality for the community.

Applicant Contact Information

Name: Eric O'Loughlin

Organization: None

Address: 350 Blue Ridge Vista, Boone, NC 28607

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#	Name	Comments	Current Watauga County Resident
1	Jonathan Miller	Lan was my coach, my mentor, my colleague, and my friend. I had the honor of serving as his assistant coach for ten years. In all the time I swam or worked for him, I always knew he had the best interest of the student-athlete in his heart. No one was ever turned away from joining the team and everyone had a place. It is more than fitting that we should recognize Lan by naming the aquatic facility in his honor.	Yes
2	Michelle Clemens	100% accurate	Yes
3	Jerry cantwell	A great teacher, coach and good friend. Left us way to early. He should be recognized.	Yes
4	Tracy Weston	A man who deserves to have the County Rec pool named after him for sure!	Yes
5	William Winkler	A perfectly appropriate choice!	Yes
6	Dennis	A truly first rate coach and, more importantly, person.	Yes
7	Mariesa Johnson	A well deserving man. His student loved him and I was one of them!	Yes
8	Trimella Chaney	A wonderful idea to honor the legacy of a wonderful man.	Yes
9	Steven Mateiko	A wonderful inspiration to so many	Yes
10	Dan Krontz	Absolutely the right thing to do	Yes
11	Shelia Deal	Absolutely! The best coach ever! And a wonderful, kind human being.	Yes
12	Cathia Silver	Absolutely, I am in full support that the Aquatic Center should be named after Lan for his dedication and leadership with the youth in our community for so many years.	Yes
13	Bob Sudduth	Also an excellent CC coach	Yes
14	Jim Stonesifer	an outstanding teacher and person	Yes
15	Mary Farthing	As a current Watauga County resident, I would very much like the recreation center pool to be named for Lan.	Yes
16	Shelton Wilder	As a friend and colleague LAN was 110% every day for the kids, the athletes, the sport, and his friends. I can not think of WHS aquatics without this memory. This recognition will be more than appropriate, it was earned and deserved by LAN the Man. I sure hope this happens!	Yes
17	Phyllis MacBryde	As a lap swimmer in the old Recreation Center pool, I witnessed the encouragement and support he gave Watauga County high school swimmers. He dedicated himself to these young athletes, motivating them to meet the goals they set for themselves.	Yes
18	Carol O'Loughlin Thompson	As Lan's wife, I witnessed his heartfelt service to others, particularly the youth of our community. Whether as a teacher or as a coach, he instilled character in each student that he worked with, and most of all, belief in themselves. His dream was that the youth of Watauga County would learn how to swim before they graduated from high school. He worked tirelessly for a new pool and recreation center where this could become a reality. His legacy will live on in the naming of the aquatic center in his honor.	Yes
19	Mark Shook	Being the swim coach and helping all the kids in his career, there is NO better person to name this after!	Yes
20	Sammy Adams	Born x Raised in Boone. WHS grad. :)	Yes
21	Tyler Langley	Coach Lan was my CC and Diving coach at WHS in the early 90s, he was great and deserving of this tribute.	Yes
22	Frank Agate	Dedicated teacher and mentor	Yes
23	kathy agate	Didn't know Lan, but would like his legacy to live on in Watauga County!	Yes
24	Marguerite MacCaskill	Didn't know Lan, but would like his legacy to live on.	Yes
25	Mary Underwood	Even though I never met Lan, I knew of him through so many people in the community and always heard such positive things about him. I think naming the facility after him would be fitting tribute after all he has done for the youth in this area.	Yes
26	Jason Deathridge	For Lan's dream of the new aquatic center and his dedication to the community!	Yes
27	Merle Todd	Great idea!	Yes
28	Richard Furman	Great man and teachero	Yes
29	Cindy barr	Great man and wonderful coach and teacher	Yes
30	Mark Gould	Great man!	Yes
31	Joe Wellborn	Great name choice here!	Yes
32	Elizabeth Rupp	He was a fantastic swim coach and very favorably remembered by everyone who knew him! We loved him and he was a man of great integrity and character!! Please name our new recreation complex after him!	Yes
33	Stephanie Triplett	He was a good teacher.I enjoy it	Yes
34	Faye Cooper	He was a terrific swim coach and great mentor.	Yes
35	Jennifer Greene	He was an anxious f swim coach and so grateful I had him!!!	Yes
36	Brittney Calhoun	He was one of my favorite teachers in high school!! What incredible memories I have of him and this would be such an honor for him.	Yes
37	Kay McGowan	Hope this happens!	Yes

#	Name	Comments	Current Watauga County Resident
38	Terry Childers	How fitting to have the aquatic pool named for one whose life affected and enriched so many.	Yes
39	Margaret Jonas	I can't imagine any more deserving person to name this facility for.	Yes
40	Logan Rowell	I can't imagine anyone more deserving of having their name and their spirit watching over the lanes of the new pool.	Yes
41	Connie Barthet	I didn't get to know him but have heard about him for years and know that he had a wonderful family.	Yes
42	Ben Henderson	I didn't personally know Lan but I knew OF Lan. As did everyone in the county!! This would be a fitting tribute.	Yes
43	Rich Campbell	I fully support the Aquatic Center being named in honor of Lan O'Loughlin. He did so much to promote the sport of swimming in our community and of the need of a recreation center. It would be a fitting legacy.	Yes
44	Jane Rogers	I fully support this effort.	Yes
45	Judd Huffman	I support this great idea!	Yes
46	Rachel Witmer	I think it is a wonderful idea to name the aquatic center after Lan!	Yes
47	Ralph E Lentz II	I was blessed to have Lan as a coach when I swam for the Watauga Co. Swim Team in the late 70s and early 80s. This would be a great honor for Lan, and also for the Aquatic Center in the New Rec. facility. Watauga County was blessed to have him.	Yes
48	Robert H Bridgeman	I was not fortunate enough to have had Lan as a teacher or a coach, but knew him and his family through church. I know his students and swimmers would be honored to see his name on such a prominent place in Boone.	Yes
49	Margaret Edwards	I was privileged to have four children coached by Lan, on both the county and high school swim teams. He was, without a doubt, the epitome of the ideal coach- someone who is an expert at their chosen sport and who also models integrity, encouragement, and compassion in encounters with team members. He impacted our children in ways that affected their lives and not just their performance at the time. I always knew they were not only coached well, but protected emotionally by his concern for them as individuals. They knew he cared about them, and this motivated them to do their best. I can't think of any better name to attach to the new pool.	Yes
50	Susie Miler	I was very blessed to know Lan. He loved my family and we loved him.	Yes
51	Carolina C Elliott	I worked with Lan at WHS, and watched him set a wonderful example for young folks, in coaching and in the classroom. If you ever saw him in his Halloween costume each year, it would make you smile and laugh again. Great guy, and so deserving of this honor, which is truly an honor for us.	Yes
52	Lowell Younce	I would be honored to support naming the Aquatic center after Lan O' Loughlin. Not only was Lan a great teacher, he was a role model for many WCS students and swim team members.	Yes
53	Gabriel A Pagan Lopez	If you want to be the Best, Swim with the Best!! When I pray, I think of the guidance you still provide, as well as your fun yet competitive spirit that keeps me going.	Yes
54	Ophea Huntsman	I'll always remember his whistle and coaching.	Yes
55	Stacey Harris	In Watauga County the Soccer field have been named after Ted Mackorell fields and the track at the high school was named after Leigh Cooper Wallace. Leigh did not teach half as long as this man did, just because his family was not a local shouldn't mean he doesn't have the right to have the aquatic center named after him.	Yes
56	Ray Karaus	Inspirational teacher, coach, human being. This is an easy choice. My thanks to the Board in advance.	Yes
57	Robert Barnes	It would be an honor to recommend naming the aquatic center in memory of Lan O'Loughlin.	Yes
58	Carol Hinshaw	Lab was my Children's coach. We loved him.	Yes
59	Lee Stroupe	Lan and I joined the coaching staff at Watauga High School at the same time in 1979. We shared office space as science teachers during those 24 years together. I watched his dedication to his student athletes in all the years he coached. I can't think of a more noble way to honor and memorialize his achievements.	Yes
60	Catherine Cole	Lan coached 4 of my children in swim team, and was an integral part of their education which extended far beyond the pool, and included integrity, resilience, humility, commitment, team work, dedication and endurance. I would love to see his name on our local community pool.	Yes
61	Brenda Reese	Lan deserves this honor.	Yes
62	Gabriel Lopez	Lan is my coach for life. Still with me %100	Yes
63	Annie Pipes	Lan made a huge contribution to the Boone Community at large. Every Child was treated equally. Lan as did Dr. Bill Horn, shared a mutual goal to advance the health, wellness and availability for a safe place for the community young to gather. There is not better way to honor those who designed our youth to be who they are and reach for goals no matter how small. Watauga County needs more individuals to step up. Naming the Rec center after Lan is forward thinking.	Yes
64	Karen K James	Lan made a significant impact in Watsuga County, not just with the teenagers he taught and coached at the HS, but throughout the community. He would be so proud to finally see a world-class pool at the Rec Center. Please name it for Lan O'Loughlin!	Yes
65	Hanes Boren	Lan not only was a great swim ,but he was a positive influence for students and anyone he met .	Yes

#	Name	Comments	Current Watauga County Resident
66	Judy Seamone	Lan Oâ€™Loughlin Aquatic Center Naming Application	Yes
67	Penny Anne Taylor	Lan Oâ€™Loughlin should absolutely be honored and remembered and memorialized by naming the new Watauga Country Rec Ctr Pool after him! Itâ€™s a wonderful idea considering the number of hours he put in at the pool side in this country teaching so many young team members to swim at their highest level!	Yes
68	Cassie Rush	LAN Oâ€™Loughlin touched so many young peopleâ€™s lives. He was a great coach and role model.	Yes
69	Mandy Southern	Lan O'Loughlin was a wonderful coach! I swam on the Watauga County team for 2 yrs and the Watauga High School team for 4 years under Lans leadership. He loved swimming and was an inspiring and encouraging coach and person. He is greatly missed and I would love to see his legacy live on in Watauga County!	Yes
70	Rosella Bridgeman	Lan put Watauga County on the map for swim teams in NC, while developing model citizens of his swimmers. He definitely deserves this memorial.	Yes
71	Elena Taylor	Lan set a precedent in our community of health and wellness in particular for the youth by fostering a deep sense of strength and commitment of self through his encouragement and mentorship.	Yes
72	Tyler Deal	Lan taught me how a true coach was supposed to treat you and I value every moment I had the privilege of learning from him. I learned how to swim but so much more as well.	Yes
73	Marietta Miller	Lan touched my family in such a profound way. This is to thank him from the bottom of my heart.	Yes
74	John Cooper	Lan touched the hearts of so many of the children of Watauga County and worked tirelessly to have the kind of facility that the County Built.	Yes
75	Matt Rupp	Lan was a coach and mentor to thousands. He deserves this.	Yes
76	William Wright	Lan was a coach to all three of my kids and was a source of great encourage and learning.	Yes
77	Barbara Bevington	Lan was a gifted coach and teacher. My sons, Steve and Andrew Jackson benefitted immensely from their time and experience with Lan. I am completely in favor of naming the swimming complex at the Watauga County Recreation Center in honor and memory of Lan Oâ€™Laughlin	Yes
78	Lynn R Ginn	Lan was a great coach and role model for our daughters.	Yes
79	susan younce henson	Lan was a great teacher and coach. This is a well deserved honor.	Yes
80	Jodi Cash	Lan was a huge influence on my life and especially on the way I coached my own swimmers! Pool should be named after him!!	Yes
81	Jeff Tiller	Lan was a major supporter of the young people of our county who was incredibly generous with his time and talents.	Yes
82	Paige Garland	Lan was an amazing coach!	Yes
83	Carol Brown	Lan was an amazing man, a wonderful teacher and a mentor to many young people at Watauga High School. I cannot think of a better tribute to him than naming the Aquatic Center for him. I endorse this proposal 120%	Yes
84	Jo herring	Lan was an amazing positive influence on so many young people! He was a compassionate competitive coach to each individual swimmer and it didnâ€™t matter if you were the fastest or the slowest!	Yes
85	Kay Campany	Lan was an incredible man. I attended the dinner honoring Lan, shortly after he learned he had cancer. Hundreds of former and current students he taught and coached as well as their parents turned out to tell him how much he meant to them. He treated all swimmers regardless of their talent the same. It would be a wise decision to name the pool after him.	Yes
86	Bill Herring	LAN was an inspiration to our three children who swam for him. Would love to see him honored in this way.	Yes
87	Mike and Joni Salzano	Lan was an inspiration to the young people of this community both in and out of the pool.	Yes
88	Debbie Stevens	Lan was an inspiration, whose life ended way too soon. It would be a gift to future generations to continue his legacy of giving and learning by naming our amazing aquatic center after this amazing man.	Yes
89	Mary Etta Moretz	Lan was an outstanding coach. He was very inclusive encouraging all swimmers to do their personal best. It was always about the student and not about him. That is indeed rare.	Yes
90	Alex Fish	Lan was my first swim coach. He passed away early in my high school career but I wish I had the opportunity to know him better.	Yes
91	Billy Herring	Lan was my guiding light in high school. Not just as my swim coach but as a role model. Advice that he gave on the pool deck wasn't always for swimming and that advice continues to serve me to this day. Lan made us believe anything was possible. I never in a million years thought a scrawny mountain kid could win a state championship but in 1983, with Lan's guidance and belief in me, I won that state championship. I know he instilled these same strengths in hundreds, if not thousands of students and athletes at Watauga High School.	Yes
92	Joseph Hill	Lan was our ski club head and put as much passion getting us on the Hill for the annual snowbird trip as he did coaching and teaching. He was real, aware, and kind. His legacy would rightly fit a building meant to provide fun, recreation, and sportsmanship. Country commission, the people that put you in position are giving instruction. Please serve us well, as you committed.	Yes
93	James Gragg	Lan was so much more than a swim coach & teacher in this community!	Yes
94	Bryce Holder	Lan was someone we all should strive to be like. One of a kind!	Yes

#	Name	Comments	Current Watauga County Resident
95	Sara Mayhew	Lan was such an inspiration to so many young people in the county. He gave of himself tirelessly and never let his cancer diagnosis detract from his positive attitude and efforts to bring a community rec center to the Boone area.	Yes
96	Jon-Paul Lacy	Lan was the kind of friend, teacher, Coach, and customer you wanted to do your best for. He kept me swimming and in school during some tough high school drama filled years when I thought about leaving. I am a successful today because he as well as other great teachers at WHS kept me going forward. The afternoon practices were work no doubt. It was a family and Lan was there everyday encouraging us with his famous grin and whistling. Thank you Sir for everything you help me become. Let's get this named in his honor and keep his memory as a reflection for all he did for an eternity.	Yes
97	Donald Goddard	Lan was the reason I ran cross country for 4 years at WHS he talked from the heart and was a great role model for me. Always had a kind word or a joke to help an awkward teenager.	Yes
98	Mike Dreisbaugh	LAN was well liked and respected by students and friends. He encouraged the students to be the best they could and be.	Yes
99	Ray Miller	Lan's life is truly an inspiration - not only for those who knew him personally but also for those of us who have come afterwards. A life resonates well beyond the time in which one lived and Lan's certainly does	Yes
100	Dan Barnwell	Let's name it after Lan.	Yes
101	Steff McDaniel	Love Lan, his spirit and mentorship guided many swimmers, students and Alamabam fansâ€¦	Yes
102	Christy Morsette	Mr O'loughlin was my favorite teacher from high school I have some of the funniest memories from his class no one deserves this more than him!! He always lives his students and teaching!!	Yes
103	Jenny Thompson	Mr. O'Loughlin was an amazing teacher!!	Yes
104	Heather Mull	My favorite teacher and great family friend.	Yes
105	Alexia Watson	Name it after him!!	Yes
106	Dottie Sykes	No one else more deserving than Lan!	Yes
107	Jim Clemens	Of course!	Yes
108	Chris Hemion	One of my brothers swam for Lan. I was a manager for the team. He was one of the most genuinely nice human being I have ever had the pleasure to meet.	Yes
109	Tim Dowell	Only name that makes sense	Yes
110	James s Accardi II	Please do this	Yes
111	Norma Teague	Since Lan began thoughts on this project and did not live to see the completion, this would be a great honor in his memory.	Yes
112	Bryan Willis	Sometimes doing the right thing goes beyond who can give money to have something named after themselves. Do the right thing!!	Yes
113	Clifford Farthing	Strongly recommend this action.	Yes
114	Betsy Church	Such a worthy recipient of this honor. I cannot imagine anyone who positively impacted aquatics more in the High Country than Lan.	Yes
115	Nick	Thank you Lan	Yes
116	Jennifer Lacy	Thank you!	Yes
117	Patty Blanton	There is no one I would rather see honored in this way than Lan.	Yes
118	Faye Cooper	There is no one in my mind more deserving of having their name on the Watagua County Recreation Complex's aquatic center than Lan O'Laughlin. He worked for years along side many who held tight to the vision that has finally become a reality in our recreation facility.	Yes
119	Nanci Tolbert Nance	This honor would be richly deserved; Lan was a special person.	Yes
120	Andy Harkins	This is a GREAT idea and Lan would be the natural pick for this.	Yes
121	Cynthia Wright	This is a recognition that is well deserved for Lan and his family. I support the naming of the New aquatic center to be Lan O'L oughlin Aquatic Center	Yes
122	Kathie Milligan Billing	This is great facility. I never knew Lan ,but have heard wonderful Things about him . What a great tribute this would be in his memory to his family , community and all of those that were in favor of the need of a new facility. With my daughter being a swimmer in high school it just makes me smile to see the county and Highschool have space to host home meets .	Yes
123	Light Thomas	This man inspired so many young people and was loved by this community.	Yes
124	Shana Scott	This needs to be named after Lan!	Yes
125	Richard Culatta	This would be an appropriate gesture that is well deserved	Yes
126	Donna Sollecito	This would be such a wonderful thing for this community. Iâ€™m personally enjoying the new pool I love the aqua size classes this was one of the main reasons I joined.	Yes
127	Heather Rogers	This would be wonderful!	Yes
128	Denise Goetz	Totally support this!	Yes
129	Grace C Dorsey	Valuable teacher, coach, and leader in Watauga County.	Yes

#	Name	Comments	Current Watauga County Resident
130	Tom Bracken	Very happy to do this!!	Yes
131	Anita Stroupe	Well earned and deserved!	Yes
132	Jo Ann Hallmark	What a wonderful way to honor a wonderful man!!	Yes
133	Kathy Idol	Wonderful idea. He coached both my kids	Yes
134	Pat Morgan	Wonderful teacher and friend to our children. Naming the aquatic center after Lan is very fitting.	Yes
135	Sharon Brooks	Worked with Lan at WHS	Yes
136	Julie Trueman	working with the children of Watauga County is an important commitment to be recognized	Yes
137	Nancy Caudill	Would love to honor Lane !	Yes
138	Barbara Young	Wounderful person!	Yes
139	Lisa Coop	Yes! Well deserved.	Yes
140	Robert Willis		Yes
141	Karen B Lewis		Yes
142	Susan Wells		Yes
143	Stacy Campany		Yes
144	Pamela Greer		Yes
145	Melissa Garner		Yes
146	Nancy Bell		Yes
147	Nikki Slade		Yes
148	Shane Miller		Yes
149	Wanda Smith		Yes
150	Catharine		Yes
151	Marissa Winkler		Yes
152	Candace Sjodin		Yes
153	Teresa Norman		Yes
154	Jerry H Moretz II		Yes
155	Kay Durfor		Yes
156	Durfor George		Yes
157	Nathan Anderson		Yes
158	Pattie Jenkins		Yes
159	Cindy Godwin		Yes
160	Virginia Ann Bagg		Yes
161	Garrett stigall		Yes
162	Carolyn Godwin		Yes
163	Tammie Hill		Yes
164	Patty Russell		Yes
165	Marie Russo		Yes
166	Kent Graham		Yes
167	Dennis Grady		Yes
168	Jack Pepper		Yes
169	Martha Stephenson		Yes
170	Kimberly Eggers		Yes
171	Regina Alford		Yes
172	Jamie Glover		Yes
173	Sherr Lowder		Yes
174	Grace Coffey Greer		Yes
175	Jennifer Norris		Yes
176	Elizabeth McCracken		Yes



#	Name	Comments	Current Watauga County Resident
177	Julie Karaus		Yes
178	Jenny Miller		Yes
179	Kimberly Helseth Rushing		Yes
180	Stephanie Tolbert		Yes
181	Amy Norris Johnson		Yes
182	Michelle Hollars		Yes
183	Pam Margolis		Yes
184	Andrew Wade		Yes
185	Lindsay Hannon		Yes
186	Ginny Anderson		Yes
187	Thomas Uzzell		Yes
188	Celeste Smith		Yes
189	Anna McGuire		Yes
190	Phillip Bruch		Yes
191	Carole N Mayer		Yes
192	Jack Mayer		Yes
193	Lance Blalock		Yes
194	Drew Taylor		Yes
195	Kim Holt		Yes
196	Natalie Watson		Yes
197	Mike Cole		Yes
198	Elizabeth Pedroni		Yes
199	Chris Harmon		Yes
200	Janell Wright		Yes
201	Dusty Washburn		Yes
202	Alicia Phillips		Yes
203	Devereaux Looper		Yes
204	Monica Coffey		Yes
205	Louise Moore		Yes
206	Jennifer Perez		Yes
207	Parker Chakales		Yes
208	Charlie Chakales		Yes
209	Jenny Bryk		Yes
210	Tara greer		Yes
211	Amanda Cottrell		Yes
212	Megan Martin		Yes
213	miranda stevens		Yes
214	Jackie Wright		Yes
215	Reagan Breitenstein		Yes
216	Judy Roberts		Yes
217	Michael Squeglia		Yes
218	Coffey Laura		Yes
219	Cory Wellborn		Yes
220	Tina Houston		Yes
221	Victoria W		Yes
222	Victoria Marie		Yes
223	Mary Williams		Yes

#	Name	Comments	Current Watauga County Resident
224	Anita Kitchens		Yes
225	Sally Geis		Yes
226	Andi Dandelion		Yes
227	Jorge escobar		Yes
228	Ross Gosky		Yes
229	Jean Studeman		Yes
230	James Studeman		Yes
231	Geri Purpur		Yes
232	Jane Rex		Yes
233	Anne Sukow		Yes
234	Sharon Breitenstein		Yes
235	Jessic Wood		Yes
236	Patrick Sukow		Yes
237	Angie potter		Yes
238	Ruth Dotson		Yes
239	Joan Ward		Yes
240	Cindy Brown Greer		Yes
241	don dotson		Yes
242	Josie Herring		Yes
243	Lola Herring		Yes
244	Disa Herring		Yes
245	Piper Haas		Yes
246	Sydney Marsh		Yes
247	maggie		Yes
248	Morgan		Yes
249	Mary Kathryn Riddle		Yes
250	sam		Yes
251	Annie Fowler		Yes
252	Logan		Yes
253	Maggie Cheves		Yes
254	Sabrina Cheves		Yes
255	Virginia St Clair		Yes
256	Craig Bridgeman		Yes
257	Amy Atkins		Yes
258	Lauren Patterson		Yes
259	Scott St Clair		Yes
260	Cameron St Clair		Yes
261	Mark Zrull		Yes
262	Mike curcio		Yes
263	Elizabeth Winkler		Yes
264	Lainey Edmisten		Yes
265	Shelly Russell		Yes
266	Shannon Carroll		Yes
267	Angela Shook		Yes
268	Valerie Rash		Yes
269	Liz Hoffman		Yes
270	Jeanie Miller		Yes

#	Name	Comments	Current Watauga County Resident
271	Tracey W Greene		Yes
272	Lisa Kaczmarczyk		Yes
273	Beverly Broschinski		Yes
274	Michelle Wise Curry		Yes
275	Lorrie Presnell		Yes
276	Steve Presnell		Yes
277	JESSICA MAINS		Yes
278	Curtis Hubbard		Yes
279	Heidi Ellis		Yes
280	Debra Klein		Yes
281	Pat Geiger		Yes
282	Elizabeth Harris		Yes
283	Janet Culatta		Yes
284	Yvonne Mullis		Yes
285	Linda Hollar		Yes
286	Ollie Jackson		Yes
287	Kim McCune		Yes
288	Jennifer Norris		Yes
289	Dona Alejandro		Yes
290	Lauren Stansberry		Yes
291	Sondra Edwards		Yes
292	Steve Idol		Yes
293	Louann Kitchell		Yes
294	Kitzi Burkett		Yes
295	Bobbie tester		Yes
296	Peggy David Taylor		Yes
297	Larry Nance		Yes
298	Joy Pritchett		Yes
299	Susan Lawrence		Yes
300	Judy Hawks		Yes
301	Lisa Watson		Yes
302	Julie Cornett		Yes
303	Bonnie Guy		Yes
304	Allan Johnson		Yes
305	John Haas		Yes
306	deborah b lentz		Yes
307	Terry Isaacs		Yes
308	Connie Goff		Yes
309	Robert Baker		Yes
310	Kara Reece Smith		Yes
311	Laura Graham		Yes
312	Priscilla Harter		Yes
313	Dorothy Barker		Yes
314	Kay Dixon		Yes
315	Cheryl Stanley		Yes
316	Tom Van Gilder		Yes
317	Adam Cole		Yes

#	Name	Comments	Current Watauga County Resident
318	carol L vine		Yes
319	Faye Kelley		Yes
320	Eric Breitenstein		Yes
321	Scott Vandiver		Yes
322	Alex Vines		Yes
323	Jamie Hall		Yes
324	Jeff Turner		Yes
325	Kellie Gore		Yes
326	Ryan Johnson		Yes
327	Carolyn Greene		Yes
328	Kay Ruble		Yes
329	Ray Ruble		Yes
330	maddie faye		Yes
331	Hatherley Armfield		Yes
332	Chloe Hemsoth		Yes
333	sheridan brasier		Yes
334	Natalie Fitch		Yes
335	Amber		Yes
336	Sophie Hughett		Yes
337	Peyton cline		Yes
338	Cameron Fletcher		Yes
339	Lauren		Yes
340	Shelton Karaus		Yes
341	Trey Dunnigan		Yes
342	Kathy Triplett		Yes
343	Karami Wallace		Yes
344	Rylee Councill		Yes
345	Bailey b		Yes
346	Cloey Hadley		Yes
347	vivi rushing		Yes
348	Gwendolyn Anderson		Yes
349	Melisa Mettam Hennessey		Yes
350	John Rowell		Yes
351	Tom Brown		Yes
352	Lindsey Williams		Yes
353	ragan h		Yes
354	Melissa		Yes
355	Kimberly Mateiko		Yes
356	Gloria Thorson		Yes
357	Lori Hill		Yes
358	Thomas Rowell		Yes
359	Gordon sox		Yes
360	Art Barber		Yes
361	David Winkler		Yes
362	Diane Wilcox		Yes
363	Heidi Campbell		Yes
364	Tom Wright		Yes

#	Name	Comments	Current Watauga County Resident
365	Darlene Smith		Yes
366	Geoffrey D Alexander		Yes
367	Callie Fraley		Yes
368	Melony Winkelmann		Yes
369	Ann Brown		Yes
370	Alex Brown		Yes
371	Phil Ginn		Yes
372	Cindy Wallace		Yes
373	Alvin Blake Brown		Yes
374	Crystal Clevenger		Yes
375	Adam Tilson		Yes
376	Debbie Kirkley		Yes
377	Michelle Underwood		Yes
378	Samuel Addison		Yes
379	Gail Ruppard		Yes
380	wes weaver		Yes
381	Lynne Mason		Yes
382	Bill Mauldin		Yes
383	Andrew Mason		Yes
384	Emma Schneider		Yes
385	Carrie Lusk		Yes
386	Tucker Thomas		Yes
387	Kayla Thomas		Yes
388	Matt Smith		Yes
389	Melanie Greene		Yes
390	Robert Nathan		Yes
391	Julie Ginn Garner		Yes
392	Michael Garner		Yes
393	Ashley Stigall		Yes
394	Virginia Corrigan		Yes
395	Debra Butler		Yes
396	maggie		Yes
397	Lola herring		Yes
398	sarah		Yes
399	Bob Meier		Yes
400	Rosemary Mock		Yes
401	Micki Earky		Yes
402	JL Mock		Yes
403	Trish Hughett		Yes
404	Ashley Shook		Yes
405	Laura Kratt		Yes
406	McKenzie Hellman		Yes
407	Teresa Lentz		Yes
408	JoAnn Laney		Yes
409	Celeste Jernigan		Yes
410	Daniel Brown		Yes
411	Milton Bland		Yes

#	Name	Comments	Current Watauga County Resident
412	Cheryl Bland		Yes
413	Tracy Markland		Yes
414	Ian Brown		Yes
415	Sandra Folts		Yes
416	Carolyn and Ron Kanoy		Yes
417	Stacy Conn		Yes
418	Robin Franklin		Yes
419	Jerry Franklin		Yes
420	Michael Cash		Yes
421	Josh Teague		Yes
422	Jen Teague		Yes
423	Eri Ohashi		Yes
424	Betsy Krause		Yes
425	Blair Turner	20+ years later and I can still hear Lan's whistle as he walked the pool deck. I was never going to be the top swimmer, but I got the same attentive, individualized coaching from a coach who understood both who I was and, in understanding that, what I needed in order to be better. Exceptional human, exceptional coach - I can think of no more appropriate name for this facility.	No
426	Berns Carol	A beautiful opportunity to honor Lan and a reminder that goodness overrides all. Thanks	No
427	Adrian H	A community leader we all hope to honor.	No
428	Marta McWhorter	A worthy man for the honor.	No
429	Kim Greeley	â, with love	No
430	Shannon Wilkes	Amazing man, amazing legacy!	No
431	Pam Reed	Amazing person and coach. I can still hear that "whistle".	No
432	Seth Breitenstein	An incredible man and fitting tribute to the impact he had on so many.	No
433	Jenny Primm	As a former WHS swim team member who was coached by Lan it would be a wonderful tribute to his legacy for this aquatic center to be named after him. He was a wonderful coach but even more importantly, he was a wonderful teacher and mentor to so many Watauga County young people.	No
434	Doug Blackford	Both of our kids were greatly influenced by Lan as a coach and as a friend	No
435	Wade H Booth	Coach Lan was a great man and mentor to so many. This would truly be a great honor to name the pool after him.	No
436	Amy Bower	For Sweet Luna	No
437	Olivia Higgins	Former resident, this would be a beautiful tribute.	No
438	Sara Maxwell	Former student and member of the WHS swim team for 4 years. 1994-1998. He was an amazing teacher and coach!	No
439	Nick	Go Lan!	No
440	Matt Doll	Graduated WHS in 1985. Coach Lan was a great guy.	No
441	Michael Fender	Great coach and great Teacher!	No
442	Brooke Biethan Xavier	Great initiative! Lan's legacy lives on in his son, Eric, who is an inspiration.	No
443	Scott Miller	Great man, coach and teacher.	No
444	Will Robinson	Great memory	No
445	Will Robinson	Great memory	No
446	Michelle Wilson	Great teacher!	No
447	Ken Smith	Great tribute.	No
448	Leigh Singley Stephenson	Grew up in Watauga county, and Lan gave such an impact on the Swimming and youth in the county.	No
449	Sylvia Dickens	Had the privilege of meeting Mr O and getting to know his daughter Leslie. Obviously he made an impact in his life.	No
450	Melissa Peddy	He coached me! He was an awesome man!	No
451	Bobby Cremins	He coached my step daughter at Watauga High	No
452	Laurie P Oates	He was a simply and powerfully positive person in so many kids lives including my son's -	No
453	Katie Betz Michal	He was an amazing coach and teacher and I had the privilege of knowing him as both!!	No
454	Trisha Cook	He was an inspiration to us all. He is so truly missed. I'm honored to sign this petition!	No
455	Ingrid Knight	He was my first swim coach when I started at the Watauga club team at age five! I always loved his presence, support, & positive attitude.	No

#	Name	Comments	Current Watauga County Resident
456	Roy H Ginsberg	Here's hoping the new center will be named for Lan from one of his Nova High School 1972 classmates.	No
457	Darren Gary	Hope youâ€™re doing well Eric! I remember going to your fathers memorial service in high school! I never met him but know he has family and friends that love and miss him dearly	No
458	Eve Van Devender	I am grateful for Lan inspiring many in the pool and in the classroom. I still swim regularly thanks to the skills he instilled many years ago. Honoring his name on the new aquatic center would be fitting.	No
459	Michael Elledge	I both ran and swam for Lan. He was a fantastic person, coach, and mentor. He set the foundation for both individual and team success. I truly believe that some of the accomplishments I enjoy today are attributable the the I learned from Lan at WHS.	No
460	Stephanie O'Loughlin	I can't think of a more deserving individual than Lan.	No
461	Allan Golotko	I did not have the privilege of knowing Lan Oâ€™Loughlin personally, but I do have the honor to work closely with his son Eric, who is a business colleague of mine at Morgan Stanley. In my opinion, there is no stronger evidence of the character Lan possessed than seeing that character in the fine and upstanding son he raised in Eric. Eric possesses and exhibits the best qualities that a parent would strive for in their children. Eric is gracious, generous with his time, puts others before self, places a high value on integrity, and approaches everything he takes on with excitement and with the kind of passion that makes people want to be part of Ericâ€™s world. If Lan was here today, I would thank him for how he has instilled such strong and positive values in his son and share with him how proud he must be as a father. I can only imagine the positive impact Lan had on the community and the naming of the Aquatic Center in his memory would be a great honor for him, his family, and the community. Your consideration in naming the facility, the Lan Oâ€™Loughlin Aquatic Center is greatly appreciated!	No
462	Marti Eads	I didn't swim for Lan at WHS but remember his positive presence and would be happy to know that he received this tribute!	No
463	Glenn Rivera	I graduated high school with Lan. This would be a fitting testimony to this tremendously talented and dedicated man.	No
464	Shannon Oliver	I grew up in Boone and graduated from Watauga. I remember LAN well. This would be an honor.	No
465	Rachel Crenshaw	I grew up in Watauga County and swam competitively since age 6. Lan was my coach for years on both the county and high school teams. His influence in my life - and hundreds of other swimmers - wasn't limited to my performance in the pool. He modeled commitment to excellence and integrity, and he cared immensely about each of us as an individual, not just what we achieved athletically. Now I have children of my own and find myself holding each of their coaches up to the standard that Lan set as my coach in those influential adolescent & teen years. There is no one more fitting to name the new aquatic center after. Lan's impact on thousands of young athletes and students should be honored and recognized in this way.	No
466	Kim Sue	I had the honor of swimming under coach Lan. Such a great coach and friend.	No
467	Ed Cook	I had the opportunity and pleasure to work with Lan as an assistant swim coach while attending App State. We remained close throughout the remainder of his life. What a great way to honor a wonderful person, who dedicated so much time, effort and positive energy to an entire community.	No
468	Julia E Gibson	I have many fond memories of Lan as our swim coach	No
469	Christie Emanuel	I have so many fond memories of Lan and his enthusiastic coaching.	No
470	Jim craine	I knew Alan for over 40 years. Moved to Boone to work with him coaching. I was the Aquatic Director for Watauga County from 1985-88 current Ashe county resident. No one I know had done more for swinging in this area than Alan. I feel the pool should be named for him if anyone.	No
471	Whit Whitaker	I knew Lan as a teacher colleague, as a swim team parent and as a friend. His generosity of time, caring of others and fun loving spirit towards life was felt by his students, his team, his colleagues and his friends. He was a role model for us all.	No
472	Rosemary Wander	I know Lan through his children. Through them I know that he was a kind, thoughtful individual who I very much wish that I could have met. Mother-in-law to Leslie O'Loughlin Wander	No
473	Dunst Tiffany	I lived in watauga most of my life and still have ties there. This is a smart decision.	No
474	Jackie Quinlan	I met Lan's son, Eric, in college shortly after Lan's passing. Eric and I immediately bonded over our connection to Boone. I saw Lan's legacy in Eric's passion for swimming and magnetic personality. I would love to see his legacy live on at the new aquatic center!	No
475	Alexander Combe	I never knew Lan, but have heard wonderful things about him through his son, Eric.	No
476	Alistair Reader	I remember seeing Mr. O'Loughlin coach and the respect his swimmers held for him.	No
477	Stephanie Idol Mull	I still hear his whistle when my own kids are in the pool! He was a great coach and man! Loved my 4 years on the WHS swim team with Lan!!	No
478	Laura Fraley	I strongly support naming the aquatic centre to recognise Lan Oâ€™Loughlin and his commitment to this recreational facility. It is well-deserved recognition for his many efforts!	No
479	Barry PAPPY DOC Ellis MD	I support naming the swim complex for Lan.	No
480	Margaret Ellis	I swam for Lan for many years and can think of no one better deserving. He took a personal interest in his swimmers and displayed the utmost dedication to coaching. Even when he was battling cancer he was a role model to all of us. What a wonderful tribute to his legacy.	No
481	Ashley Norman Smith	I swam for Lan from 1994-1997. He was the best coach I ever had!	No

#	Name	Comments	Current Watauga County Resident
482	Liz Kreml	I swam for Lan his first year coaching at Watauga High. I was a trouble maker but he was kind to me and gave me good advice.	No
483	LYNN HARWOOD	I think that picture is from my yearbook. Great opportunity to remember him and his efforts.	No
484	Starla W	I was a student at WHS when he was a coach and he definitely had an impact.	No
485	Amy S	I was on WHS swim team for 4 years with coach Lan! It would be perfect for this facility to be named after him.	No
486	Mike Fox	I was the Aquatics Director of the old Swim Complex during part of Lan's coaching tenure. I saw firsthand his love and dedication to his students, swimmers, the swim team, and his family. To name this facility after Lan would be so appropriate and deserving!	No
487	BRENT SPECHLER	I went to high school with Lan and was fortunate to have him as m friend. Great guy. Lan deserves the naming!	No
488	Julie Spechler Fink	I went to high school with Lan where he was a top swimmer on our team. After high school he maintained his integrity, life of giving back to others, love of his family, freinds and his community. It would be an honor to have his name on the Aquatic Center. Once his name is there I will visit and take a photo of me in front of his name .... in his honor and his memory. He was such a wonderful person.	No
489	Jenny Hinshaw	I would love for the aquatic center to be named after Lan. What an amazing tribute to an amazing person!	No
490	Katherine McFarland	I would love to support naming the recreational center pool after Lan.	No
491	Pandora Januszewski MD MS FACP	I'm writing to add a voice of strong support to this petition asking that Lan's athletic center bear his name. I was not fortunate to know him, but I've known and loved many people who loved him. Even from this distance I could see the profound effect he had on young people in his community. This gesture would be such a fitting tribute.	No
492	Lauren Suggs	In 1993, I attended the WHS swim team meeting and met Lan for the first time. I wanted to be a springboard diver. He told me to show up for swim practice, and we would do some diving afterward. I attended that first swim practice and was hooked because of Lan. He made you feel like an important part of something, instantly. He also kept his word and coached me in diving 3 extra nights a week. He stayed and hour longer (away from his wife and children), and I now realize he knew nothing about diving! That's just the kind of person he was, and I loved every moment I was around him. He was always smiling and positive. You could not maintain a teenager bad attitude while in his presence. He is incredibly deserving of this honor.	No
493	Jiali Nusser	In support of O'Loughlin family	No
494	Kenny Catalano	It is imperative that this aquatic center be named in honor of Lan O'Loughlin for his countless years of service to his community	No
495	Hannah Cassidy	It would be a great tribute to Lan O'Loughlin and his dedication to others to name the pool after him.	No
496	David Kirby	It's been 40 years since I was a student at Watauga High School. I was not on the swim team, but I knew those who were. Lan O'Laughlin was a positive presence at WHS in the time I was there, so much so I remember him to this day. I was shocked at his untimely passing like everyone else. Naming this center after Lan is wonderful way to honor his spirit and his memory.	No
497	Theresa Tipton	Lan and I were classmates in Jr. High school. He and his twin Mike were swimmers back then, in the late 60's. This would be a wonderful tribute to a great person.	No
498	Jeremiah Wander	Lan clearly had such a massive impact on the community of Watauga County - it seems like a wonderful gesture to name this facility in his honor.	No
499	James littlejohn	Lan coached me in Cross Country for 3 yrs in the early 80's. That's s would be a great tribute.	No
500	Cynthia Cobourn Slack	Lan dedicated his life to swimming and teaching. He was an anchor to the Nova High School swim team and became an anchor of inspiration to the Watauga County community. He deserves this honor.	No
501	Michael OLoughlin	Lan did more for family and friends than most people can imagine. He was a great person who cared for all.	No
502	Olivia Chapman	Lan did so much for the community, society and most importantly students. Let his legacy live on to inspire younger students & swimmers to do the same.	No
503	Ashley Rebecca Ginn	Lan embodied the spirit of the High Country - a talented, yet humble man who invested in the lives of young people, including mine. During my high school years, I observed the skill and expertise that enabled Lan to lead countless teams to victory, from local to state level championships. Although he enjoyed every win, Lan cared far more about sportsmanship, work ethic and character. Swimming was merely the channel he used to teach lessons which rippled far beyond the water. Lan served his community with humility, not for personal gain or accolades, but for the good of others. His swimmers are now scattered across the country, separated by decades of time and miles of distance. Today, we unite together in our hope that you, as the leaders of the community we once called home, will join us in honoring the life and legacy of a man who never thought his name would be on a building - which is the very reason it should be.	No
504	Margaret Crocker	Lan had a huge impact on his community in Boone in many different ways. My family has known Lan since 1972. The hours he spent teaching in the classroom and coaching on the pool deck were enormous. Lan was a leader and lead by example during his life. His memory and family are deserving of this honor!	No
505	Jack Singley	Lan had a lasting effect on my life and so many others. He would be a great person to honor in this way.	No
506	Amy Huffman	Lan had an outsized influence on my and so many others lives. I'm so grateful to him for all he taught me about swimming and life.	No



#	Name	Comments	Current Watauga County Resident
507	Kathy Farthing Weaver	Lan I'm Loughlin was a wonderful coach, teacher and mentor to lots of youth in Watauga County and the Watauga Aquatic Center should be named after him. I was born and raised in Watauga County and resided there until 2007.	No
508	Shannon Sparks	Lan is the best coach ever!! He taught me about athleticism, personal victory and how to be a better human!!	No
509	Sayre Ellis	Lan lives in all of us!	No
510	Daniel Feldman	Lan Oâ€™Loughlin, humbly served the community of Watauga County as a high school teacher and swim coach for 24 years until passing away from cancer at the age of 49. Whether teaching in the classroom or motivating with his unforgettable â€œwhistleâ€ on the pool deck, Lan dedicated his life to bringing out the best in others. Additionally, Lan envisioned and worked tirelessly to make a recreational facility in Watauga County a reality. Sadly, Lan never saw that dream come to fruition before his passing in 2003. In recognition of the thousands of people that he influenced, both in and out of the pool,	No
511	Bruce Griffin	Lan O'Loughlin was a community figure and it would be great to honor his memory this way.	No
512	Ralph Megna	Lan served his country in the US Navy, and served his community as a teacher and coach, devoted to inspiring his students and athletes. He is precisely the kind of role model who should be memorialized in this fashion.	No
513	Ellen Aeschleman	Lan so deserves to have the Aquatic Center named for him. He coached my daughter in swimming, but more importantly, instilled in her a love of the sport gave her confidence in all other walks of life. I can honestly say Lan was one of the best people I have ever known.	No
514	Nick	Lan taught me how to swim after I broke my leg in 3rd grade.	No
515	Rick Adams	Lan taught me much of what I know of swimming as a kid, and coached me in high school. He was so much fun and so inspiring every single day. It would be fitting to name the center after him.	No
516	Patrick Phillips	Lan was a coach, mentor and friend. I ran Cross Country 86-89. His humility and selflessness is sorely missed in today's high school athletics.	No
517	Kimberley M Buelow	Lan was a dedicated professional and a wonderful example to us all.	No
518	Bryan D Wilson	Lan was a great coach during a tough time when I was on the team. We had to practice in pools without heat and pools not designed for competitive swimming when the old complex pool was out of order, but he made it work. I believe many swimmers went on to get scholarships and were State champions. Lan was inclusive in recruitment, generous with his time, and encouraged and pushed improvement at all skill levels in the sport. He would be proud and honored to know how his community remebers him.	No
519	amra hayslett	Lan Was a great teacher and an awesome coach! I even remember one time he borrowed my Ace Frehley Halloween costume when I was in HS to use for a big party he was going to at Tweetsee that year. Great Memory!	No
520	Marsha Barber	Lan was a pillar of Watauga County through his high school teaching and dedicated work with thousands of young people in the pool. He made an impact on so many and the community should be proud to have his name on the new aquatic center.	No
521	Betsy McIntire	Lan was a wonderful coach and role model to our children.	No
522	Bonnie Kearns	Lan was a wonderful school classmate who went forward to give his best to the world doing what he loved.	No
523	Brenda Taylor	Lan was an amazing coach and mentor. This would honor his lifelong commitment.	No
524	Tericia Eller	Lan was an amazing coach!	No
525	Matthew Kelly	Lan was an amazing influence on me as I grew up in NC, and my entire family will always hold him close to our hearts. Naming this new center after him would be such a great way to keep his memory strong within the community he loved.	No
526	David McIntire	Lan was an amazing man and coach.	No
527	Amy Holway	Lan was an amazing swimming coach for my family, and inspired me to learn to love swimming.	No
528	Casey Graham	Lan was an amazing, inspiring man who left a lasting impact on countless young people who grew up in the high country. He and his family are so deserving of this honor.	No
529	Julie Bahr	Lan was an asset to the community and his life's work of coaching should be recognized.	No
530	Tarrah Callahan	Lan was an incredible soul who touched more lives than he will ever know. What a beautiful tribute!	No
531	David Barber	Lan was an inspiration to so many!	No
532	Jessica Haywood	Lan was an Inspirational swim coach and definitely deserves this honor!	No
533	Kelly Scott	Lan was my neighbor and friend. He was a wonderful swim coach, and he deserves this more than anyone!	No
534	Jodie Pine	Lan was my swimming and cross country coach in the 1980's and had a huge impact on my life. Would love to see this dream become a reality.	No
535	Lauren Wellborn	Lan was such a special person and put in a lot of energy to get to know the young folks in Watauga County. I'm so lucky to have known him. It is very fitting that the rec center Lan envisioned be named after him.	No
536	nancy strachan	Lan was such a wonderful role model and person!	No
537	Hannah B Whitaker	Lan was such an amazing swim coach and I give thanks to him and the swim team for being a lifelong recreational swimmer	No
538	Richard Johnston	Lan was the most inspirational coach that I had.	No

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539	Janice Welsh	Lan was Watauga Swimming. I swam for him in 1982.	No
540	Eddie Strachan	Lan would even take time while on vacation giving my kids swimming and diving lessons.	No
541	Steven Fraley	Lan's commitment has been second to Watauga County and the swim program is second to none. He deserves this!	No
542	Dylan Karaus	Lan's dedication to Watauga County and Watauga swimming will never be matched. His legacy will always be remembered if we honor him by naming the new aquatic center after him.	No
543	Lang Ellis	Lan's involvement in our daughters' lives was a highlight of their time in high school.	No
544	Jean Malcolm	Lan's daughter and my daughter have been good friends since elementary school. We also went to church together. Although I never saw him coach, I knew him as a great dad and a positive influence to those around him. No one would have loved the complex more than Lan! Please honor him in this very special way.	No
545	Todd Lineberger	Let make this happen!!!!	No
546	Marion Hughes	Let's do this	No
547	Diane Small Griffin	Lived in Boon from 1982-2004.	No
548	Patrick Morgan	Love this man, our coach! Will it matter that I was? Lan mattered. Whenever I'm near a pool I hear his whistle.	No
549	Frances Scott	Most deserving	No
550	Martha Cutler	My 2 children swam on the WHS team throughout high school. Lan was an inspiration to them and to us and I can think of no better way to honor his memory than to place his name on the pool.	No
551	Eric O'loughlin	My father, coach and greatest mentor - I would not be the man I am today without Lan's influence and hope his legacy can live on at the aquatic center he dreamed of for so many years and finally a reality for the community he loved so much.	No
552	Marty Landau	My name is Marty Collins Landau. Coach Lan was an amazing man who was my CC coach, swim coach and diving coach at WHS. His name would look amazing and inspire Watauga County kids to be like Lan! I live in Wilmington, NC currently but almost back to Watauga full time. Soon hopefully!	No
553	SANDRA HARMON	My uncle!!!! I am so excited for this to happen. He had such a positive impact on his community!	No
554	Penny Tostoe	No better, more caring coach, father, or person, ever.	No
555	Alan Bennett	No brainer!!!	No
556	Amy Harrington	None better	No
557	William Watterson	Not a Watauga County resident but a teacher at WHS for 13 years. I knew Lan well and often ate lunch with him. No one deserves this honor more.	No
558	Dory Franklin	On his swim team for years growing up. Great coach.	No
559	Andy Krause	One of the best men I've ever had the pleasure of knowing. I could go on and on. He deserves this honor!!	No
560	Charles Tostoe	Out standing person	No
561	Laura Kennedy	Parkway Elementary and WHS class of 2001	No
562	Craig Durfor	Please!	No
563	Henry Blackford	Proud alumn of Watauga High swim program under Lan. I would love to see this happen!	No
564	Robb Fraley	Renaming the new aquatic centre in Lan O'Loughlin's honor would be especially important to the community given Lan's strong support and commitment to the Community and the facility.	No
565	Tugman Kurt	Right up there with Jack Gross as one of the best coaches I ever had.	No
566	Jason Horton	Signing in support of Eric and the O'Loughlin family!	No
567	Jan Overman	So appreciative for the positive influence he was on my son's life while he swam for WHS! A true hero!	No
568	Pat Sauls	So well deserving of this honor!	No
569	Lisa A Glenn Walters	Such a great man	No
570	Bianca Davis	Such a great soul. Grew up in Boone and remember him well as a teacher at watauga. Should definitely honor his name.	No
571	Mary Katherine Ogden	Thank you, Lan! A small gesture compared to your commitment, dedication, and passion.	No
572	Marion Herring	The best coach and role model in my childhood. A true legend.	No
573	Jenny Beck	The O'Loughlin family is one that went synonymously with swimming in Boone. Lan was a family friend and a superior human being. His dedication to the community as a coach, friend, and mentor was evident in the way he loved others and was passionate about bettering the High Country. I cannot think of another person who is better suited for the new swim complex to be named in honor of. His coaching whistle will ring through the air and be heard beneath the waters as people young and old aspire to find health and happiness in the pool.	No
574	Jill Huffman	There is no other name	No
575	Tim Tompkins	There would be no one better suited for this honor	No

#	Name	Comments	Current Watauga County Resident
576	Leslie Wander	This amazing aquatic center is Lan's dream. He helped so many others realize their potential and dreams it seems fitting to name this facility after him. His impact on the youth in Watauga County has been felt for decades and should be honored in this way.	No
577	Robert Sox	This is a fitting tribute to a great Watauga resident and teacher	No
578	Jane Owen	This totally needs to happen. So many people were impacted by Lan. Wonderful coach, Wonderful person. âââ,	No
579	Gay Murphy	This would be a well deserved honor. Lan was a great person, teacher, and coach.	No
580	Aidan Renaghan	This would be a wonderful way to support Lan O'Loughlin and recognize his contribution to the community	No
581	Katharine Brazile	Though I never had the honor and privilege of meeting Lan, I am lucky enough to call his son Eric a close friend, and godfather to one of my children. Eric is an incredible human being. He is a honest, dedicate, and a hard worker. But even more so, he is kind, thoughtful and is always thinking of others needs over his own. These traits came from his father I have no doubts. To honor Lan is also to honor his wonderful children he has left us.	No
582	Ryan Strachan	Uncle Lan was a positive influence for countless people. This is a great way to honor everything he has done for the community.	No
583	Jane Long	Watauga High graduate	No
584	Lisa Robertson	We love and miss you Uncle Lan!!	No
585	Katherine Willis	Well deserving honor for Lan	No
586	Natasha Marcuard	What a wonderful family and great legacy. Love you all.	No
587	Cecile Arnold	While I did not have the pleasure of being coached by Lan, his legacy lives on in Eric, his son, who is one of the kindest, most caring people I know. His strength reflects the immense legacy that Lan left behind, which would be a great benefit to the community.	No
588	Patty Matz Browne	WHS c/o 1987 Onie of the best coaches I knew, Coach Lan worked tirelessly in support of the WHS students and the community. He and his family deserve this honor.	No
589	Angela Barnhardt-Cole	WHS class of 1984. Lan was a great coach and educator. He positively impacted so many students and athletes.	No
590	Lisa Winebarger Baity	WHS GRAD 1986	No
591	Andrea Turbyfill	WHS grad.	No
592	Billie Hicklin	With pleasure I support this effort to honor Lan.	No
593	Councill Robbins	Wonderful teacher, coach and person.	No
594	Pam Workman	Worthy name	No
595	Marianna Durfor		No
596	Braden Orr		No
597	Len Hagaman		No
598	Margaret Holman		No
599	Brian Gill		No
600	Alyson Knapp		No
601	Melanie Porter		No
602	Marc Mansour		No
603	Sarah Simmons		No
604	Devin DeMenno		No
605	Andy Jaglall		No
606	Katie Hartsell		No
607	Jakob Bauder		No
608	Matthew Potteiger Goggin		No
609	Taylor Edmundson		No
610	John J Coombs		No
611	Tim Loyer		No
612	Candace Burlingame		No
613	Sean heffernan		No
614	Leigh Suggs		No
615	Matt Mcilwain		No
616	Will Huffman		No
617	Holly Feldman		No

#	Name	Comments	Current Watauga County Resident
618	O'Loughlin Sandra		No
619	Michele Kacurov		No
620	Dan Bachovchin		No
621	Ellie Rounds Bloom		No
622	Tracy Breitenstein		No
623	Kelsey Isaacs		No
624	Brad Gorter		No
625	Kathy Sullivan		No
626	Pam Bowser		No
627	David Vilinsky		No
628	Linda Lowman		No
629	Brian Moynihan		No
630	Janet Kang		No
631	Mark Silber		No
632	Jess Gadway		No
633	Sarah Bastarache		No
634	Laurel Crepeau		No
635	Judi Rowland Lillie		No
636	Anand karsan		No
637	Sara Glenn		No
638	Paige Williams		No
639	Karin M		No
640	Bryan Guarnier		No
641	Michelle Scott		No
642	Dylan Russell		No
643	Iilir Salihi		No
644	Jennifer Callahan		No
645	Kevin Strachan		No
646	Sean Musselman		No
647	Gwen Gridley		No
648	Alice Strachan		No
649	Juan Lara		No
650	Orin Smith		No
651	Ann Doyle		No
652	Kristen Diver		No
653	Nathan Kirkley		No
654	Beth singley		No
655	Lou Ann Kernodle		No
656	Mike Kernodle		No
657	Robyn		No
658	Ashley C		No
659	Luther B Eggers		No
660	Holly Oehm		No
661	Paul thompson		No
662	Victoria Nomdedeu		No
663	Anna Grant Kaline		No
664	Jade Rodier		No

#	Name	Comments	Current Watauga County Resident
665	Kelsey Gliesing		No
666	Michael Provencio		No
667	Deanna Lombardo		No
668	Katharine Holder		No
669	Carolyn Kitchens		No
670	Martha Van Devender		No
671	Zhaozhao Dongmen		No
672	Amelia Lightner		No
673	Christina Spolsky		No
674	Kim cicio		No
675	isabel gavilan		No
676	Alexandra Fitzpatrick		No
677	Lydia DuMont		No
678	Harry H Hicklin		No
679	Allison Perri Newman		No
680	Michelle swann		No
681	Gerard Falzon		No
682	Tiffany Ledford		No
683	Kara Simmons		No
684	Allison Grant		No
685	Heather Seddon		No
686	Kristin Robertson		No
687	Dwayne Stuckey		No
688	Barb Clark		No
689	Alana Williams		No
690	Eric Darnell		No
691	Amy Mandeville		No
692	Courtney Cortesi		No
693	Jes Bertrand		No
694	Jane Cheek		No
695	Helen Markopoulou		No
696	Jasmine Chevalier		No
697	Aaron Chevalier		No
698	Bryan Nichols		No
699	Nick Williams		No
700	Melissa Shampine		No
701	Erin Morrow		No
702	Joe Mertes		No
703	Leslie Sue		No
704	Justin Gould		No
705	tara Carosa		No
706	Lorry Schneider		No
707	Jamie Tyler		No
708	Susan Irvin		No
709	Mackenzie Ratledge		No
710	Marcy Holladay		No
711	Eric Holladay		No

#	Name	Comments	Current Watauga County Resident
712	Carlotta Cook		No
713	Danielle Bauder		No
714	Angie Oloughlin		No
715	Ryan Mockler		No
716	Austin Oates		No
717	Meredith Strachan		No
718	Heather Rhem		No
719	Kim Ezrine		No
720	Emily Eichhorn		No
721	Kay Borkowski		No
722	Gary Murphy		No
723	Theresa McCoy		No
724	Molly		No
725	Olivia Thomas		No
726	Adam Rawls		No
727	Elizabeth Unsworth		No
728	Laura Tugman		No
729	Ritchie Roark		No
730	Allen Aycock		No
731	Andrew Abbott		No
732	Erin Brownfield		No
733	Roger Greene		No
734	Lee Mabry		No
735	Tami Patterson		No
736	Mindy whitehead		No
737	Amy Mast		No
738	Catherine Stewart		No
739	Robin Ward Miller		No
740	Allport Laura		No
741	James Parker		No
742	Myron Greer		No
743	Charlotte Bozorth		No
744	Martha W Pate		No
745	Pam Smith		No
746	Robin Greene Rickards		No
747	Heather Cameron		No
748	Tricia Lancaster		No
749	Dwayne Raulerson		No
750	Tracey Avant		No
751	angela kelley		No
752	Christine Clinebell Kreps		No
753	Danielle Talley		No
754	David Stroupe		No
755	Windy McIntire Shull		No
756	Kristin Stroupe		No
757	Glenn P Knowles		No
758	Diane Megivern		No

#	Name	Comments	Current Watauga County Resident
759	Sam Austin		No
760	Kathryn Krousos Bailey		No
761	Chris Larson		No
762	Lucy Blackford		No
763	Kimberly Sundt		No
764	Mary Kent Whitaker		No
765	Charles Martindale		No
766	Lisa Garcez		No
767	Neva Wentworth Doctor		No
768	Kathleen M Fitzpatrick		No
769	Josh Little		No
770	Loren Burke		No
771	Madeline Shook		No
772	David Jackson		No
773	Colette Greene		No
774	Lora wentz		No
775	Christian Teague		No
776	Jennifer Rickell		No
777	Sam		No
778	Lynn Fulcher		No
779	Diana Morgan		No
780	Miranda DuBrey-Lefler		No
781	Steve Borowitz		No
782	Jenna Curry		No
783	Sean Sullivan		No
784	Andrew Uchin		No
785	Jeanne Starr		No
786	Jessica Mackie		No
787	Jenn smith		No
788	Trey Kavanaugh		No
789	Trey		No
790	Dawn Ward		No
791	David Ward		No
792	Cassie		No
793	Joy Ward Conklin		No
794	Julie Ward		No
795	Erica Singleton		No
796	Barnett Susan		No
797	Julie Mackorell		No
798	Janet Hunter		No
799	Brian Clevenger		No
800	Lesley MacVane		No
801	Meredith Aberle		No
802	Christy Parsons		No
803	Jonathan Edwards		No
804	Jodie Oblak		No
805	Chris Oblak		No

#	Name	Comments	Current Watauga County Resident
806	Ruthanne Combs		No
807	Tracey Ginn Amerson		No
808	Asheton Amerson		No
809	Laura Olszewski Peterson		No
810	Vanessa Callaway-Fobbs		No
811	William		No
812	Jeff Barnett		No
813	Jon Mock		No
814	Thomas Kelly		No
815	Elle Hauschen		No
816	Jake Ghera		No
817	Dan Rupp		No
818	Jennifer R Denny		No
819	Kalina Cunningham		No
820	Michelle Marlowe		No
821	Suzanna Fix		No
822	Alycia Good		No
823	Karen V Eaton		No
824	Kristin Weiss		No
825	Emily Chen		No
826	Meaghan Merriam		No
827	Jennifer L Hartley		No
828	Jessica Hoerschelmann		No
829	Michelle Adolphsen		No
830	Mike VanCamp		No
831	Lindsay Lavin		No
832	Amber Davis		No
833	Marie Kieronski		No
834	Philip Karl Dierking		No
835	Iris Jiang		No
836	virginia kuo		No
837	Kasi Dishman		No
838	Meade Willis		No
839	Alicia Allman		No
840	Ford Willis		No
841	Jane Cheek		No
842	Lily Kerrigan		No
843	Janet Dickens		No
844	Judy Hartley		No
845	Emma-Catherine Ali		No
846	L Stevenson		No
847	Jessica		No
848	Amanda Kuklinski		No
849	Lana Bailey		No
850	Kristine White		No
851	Sean Wentworth		No
852	Joe Copeland		No



#	Name	Comments	Current Watauga County Resident
853	Linda Irvin		No
854	Tiffany Miller		No
855	Jessica Brady Reader		No
856	Kelsey Fox		No
857	Rev John Schneider		No
858	Lytton Gilliland		No
859	Joseph B Horrell		No
860	Ben Godfrey		No
861	Patrice Dolan Copeland		No
862	Daniel Steelman		No
863	Rob Watts		No
864	Amanda Bowers		No
865	Tyler Hartley		No
866	Daniel Cheek		No
867	Allison H		No
868	James Miller		No
869	Lisa Shaw		No
870	Lauren Hatcher		No
871	Becca Jett		No
872	Julia Lundstrem		No
873	Kathleen Kieronski		No
874	Barbie Fisher		No
875	Caroline Ellis		No
876	John Fisher		No
877	Paula Domermuth		No
878	Joseph Fisher		No
879	Matt Adams		No
880	Jennifer Gargrave		No

## **WATAUGA COUNTY FACILITY, PROPERTY, AND SPACE NAMING POLICY**

### **I. PURPOSE**

The purpose of this policy is to establish a process for the naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities owned by the County.

### **II. AUTHORIZATION**

The Board of County Commissioners shall name, rename, and dedicate all public buildings, structures, memorials, areas, and facilities. County staff may name initial construction projects to identify the site and location for delivery of materials, services, and inspections.

### **III. OBJECTIVES**

The following objectives have been established for naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities:

- A. Provide appropriate name identification for public buildings, structures, memorials, areas, and facilities in the County.
- B. Provide citizen input into the process of naming, renaming and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities in the County.
- C. Ensure control for the naming, renaming and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities in the County.

### **IV. QUALIFYING NAMES**

- A. Public buildings, structures, memorials, plaques, markers, areas, and facilities shall be named in a manner that will provide an easy and recognizable reference and individual identity of the area or facility for the citizens of the County. Potential options include:
  - 1. The geographic location of the facility.
  - 2. A geologic, historical, botanical, horticultural, or scientific feature inherent to the area.
  - 3. An outstanding feature of the facility.
  - 4. The adjoining subdivision, school, or street.
  - 5. Commonly recognized historical event, group or individual.
  - 6. An individual, donor or group who contributed significantly to the acquisition or development of the individual facility.
  - 7. An individual or group who demonstrated exceptional service(s) or outstanding achievement(s) in the interest of the community as a whole.
  - 8. A resident of the County with sound moral and social character and whose life was exemplary and worthy of recognition.
- B. Public buildings, structures, memorials, plaques, markers, areas, and facilities may be named, renamed or dedicated for an individual only after that individual has been deceased for at least one (1) year. A person currently holding a local elected office or serving on a County advisory board may not be considered for the naming, renaming, or dedication of public buildings, structures, memorials, areas, and facilities.

## V. PROCESS OF CONSIDERATION

Naming, renaming, and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities proposals shall originate in the following manner: An individual or an organization may file an application recommending the naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities. The format is shown in the Watauga County Public Facility, Property, and Space Naming Application. County buildings, structures, memorials, plaques, markers, areas, and facilities to be named must not currently be named.

### A. Making an Application:

1. All applications must be submitted on the form entitled "Watauga County Public Facility, Property, and Space Naming Application," which may be obtained on the County website ([www.wataugacounty.org](http://www.wataugacounty.org)) or in person at the Watauga County Manager's Office located at 814 West King Street, Boone, NC 28607.
2. The application must be supported by official documentation including but not limited to:
  - i. Naming for an individual:
    - a. Current resume, if living; source-identified, dated copy of obituary, if deceased (the resume may cover b-d below).
    - b. List of volunteer/service activities, including dates of involvement and offices held.
    - c. List of professional accomplishments.
    - d. List of honors/awards, both volunteer and professional, including dates awarded.
    - e. Narrative as to why the individual should be honored with the naming, renaming or dedication of a County building, structure, memorial, or area.
    - f. Information regarding any significant donations, gifts, financial support or contributions made by the individual to the County.
  - ii. Naming for an organization:
    - a. A copy of the Charter of the organization, including mission statement.
    - b. A copy of the Minutes of the meeting or authentic copy of the proclamation made that substantiates the organization's desire to seek a naming, renaming or dedication of public building, structure, memorial, area, or facility opportunity.
    - c. List of service to community, both volunteer and monetary, including dates of involvement and results.
    - d. Authentic copies of recognitions awarded by a national organization of which the local organization is an affiliate.
    - e. List of other honors/awards earned by organization.
    - f. Narrative as to why the organization should be honored with the naming, renaming or dedication of public building, structure, memorial, area, or facility.
    - g. Information regarding any significant donations, gifts, financial support or contributions made by the organization to the County.

The burden of supporting the application rests with the individual or group submitting the application.

- B. The Watauga County Public Facility, Property, and Space Naming Application shall be submitted with all required supporting documentation to the Watauga County Manager, 814 West King Street, Boone, NC 28607.
- C. During a 15 business day period following the filing of an application, the County Manager will verify the documentation presented with the application.
- D. At the end of the verification period, the County Manager will place the application on the agenda of a regularly scheduled meeting of the Board of Commissioners for its consideration.
- E. The Board of County Commissioners will review and consider the application. After review and consideration of the application, the Board will schedule a public hearing to seek comments and input on the application from County citizens.
- F. Once the public hearing has been completed, the Board will vote in favor or against the application. Upon a unanimous vote of the Board, the naming, or dedication of the public building, structure, memorial, plaque, marker, area, or facility will be initiated.
- G. The renaming of a public building, structure, memorial, area, or facility is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributions.
  - 1. Public buildings, structures, memorials, plaques, markers, areas, and facilities named after individuals should not be changed unless it is found that the individual's personal character is or was such that the continued use of his/her name would not be in the best interest of the community.
  - 2. In order for a public building, structure, memorial, plaques, markers, area, and facility to be considered for renaming, the recommended name must qualify according to this Policy.
- H. Public buildings, structures, memorials, plaques, markers, areas, or facilities donated to the County can be named by deed restrictions by the donor. The naming and acceptance is subject to approval by the Board of Commissioners.
- I. In lieu of naming a facility; plaques, markers, and memorials may be considered and are subject to the requirements and standards as set forth in this policy. The Board of Commissioners shall determine the style, size, and placement on a case-by-case basis. In general, the plaque, sign, or marker shall blend or compliment the facility or area. Any plaque, sign, or marker approved by the Board must meet all County and Town regulations when applicable.
- J. The County will make every effort to preserve any dedication plaque or other dedicated object such as a tree, bench, etc. If necessary, due to repair of surrounding areas, construction or redesign of an area or facility, the plaque or dedication object may be relocated. If the plaque or other dedication object cannot continue to be maintained or after a reasonable period of time, it may be removed by the County.
- K. The County Commissioners may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

## **VI. APPLICABILITY**

This policy governs only those applications made to request Watauga County buildings, structures, memorials, plaques, markers, areas, facilities and spaces naming or renaming opportunities.

## VII. LIMITATIONS

- A. Although the Board of County Commissioners should be sensitive to the need for continuity in designating Naming Opportunities and to the recognition given to generous donors throughout its history, it cannot guarantee the continued designation of a Naming Opportunity.
- B. Designation of a Naming Opportunity will only apply to that particular County building, structure, memorial, plaque, marker, area, or facility and the name cannot be transferred to another County building, structure, memorial, plaque, marker, area, or facility without being proposed using the formal process outlined in the Policy.
- C. The use and ownership of any County facility, property, or space may change; consequently, the designation of a Naming Opportunity is not a guarantee that the use or ownership of the County building, structure, memorial, plaques, marker, area, or facility will remain the same in perpetuity.
- D. The naming of any County building, structure, memorial, plaques, marker, area, or facility by the Board of County Commissioners shall not create a property interest in the Naming Opportunity.

## VIII. RESPONSIBILITY

- A. The County Manager is responsible for monitoring and ensuring regular review of this Policy.
- B. All costs associated with the publication of the notice shall be paid by the applicant. If the designation is approved by the County Commissioners, all costs associated with the signage and installation shall be the responsibility of the applicant.
- C. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install and maintain any plaque or other form of label associated with the recognition.
- D. The County will make every effort to preserve any dedication plaque or other dedicated object such as a tree, bench, etc.
- E. If the dedication includes the gift of a tree or other plant, the County will provide its regular standard of landscape care for the planting. If the planting does not survive, the County is not obligated to provide a replacement.
- F. The County Commissioners may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

May 16, 2022

Dear Watauga County Commissioners,  
In order to better understand the influence that Lan O'Loughlin had in the lives of the youth of our community, attached are a few letters that exemplify what he meant to so many students, athletes and even parents.

Respectfully,  
Carol O'Loughlin Thompson

## The 2007 Lan O'Loughlin Personal Achievement Award

Presented by Leigh Wallace

Lan O'Loughlin.

An incredible man. An incredible man whose life was tragically cut short by cancer. He fought his final battle the way he taught his swimmers and runners to compete – with courage, with an unrelenting will to win, and with the faith that if you work hard and believe in yourself...good things can happen. Lan was a science teacher at WHS and a cross country and swim coach for many, many years. From the time he first began coaching at Watauga in 1979, Lan spent just as much time teaching the important life lessons to his athletes as he did critiquing their strokes and looking at his stopwatch. He truly believed that his coaching responsibilities were just as much about developing the character of the athlete as it was about turning that athlete into a conference, regional or maybe even a state champion. Lan developed strong relationships with his swimmers. He was a trusted adult – a friend – that they could easily relate to. He taught them about human compassion and the value of honesty and honest effort. He inspired his athletes to *want* to run and swim their hardest, knowing that that was the only way to feel true personal satisfaction.

When Lan realized that his cancer might beat him, he wanted to continue to inspire young student-athletes to reach their full potential. Before his death, he helped to create the Lan O'Loughlin Personal Achievement Award – an award that recognizes and honors a graduating senior who has the traits and qualities that Lan himself demonstrated every day as a teacher, a coach, and certainly in his battle with cancer. Candidates for this prestigious award are nominated by a teacher or coach and then a panel of five people chooses the winner, who also receives a \$1000 college scholarship. The recipient this year is surely someone who Lan would have been proud of. He has shown dedication and commitment to worthy goals while competing as a two-sport athlete throughout high school. On top of the demands of being a varsity athlete, he has held down a job for three years to make his own spending money and to save up for college. He has overcome some personal struggles, while maintaining a very positive attitude. He is a caring brother and son. He is a friend to many. He has volunteered his time on various mission trips and he helped a local family in crises by participating in and raising money through the Mr. WHS Pageant. This fun and popular pageant began when Lan was sick to help raise money for his medical bills. Lan would be pleased to know that this pageant continues today and that this year's winner of his award also was this year's winner of the Mr. WHS Pageant. Lan would also find it interesting that this year's winner is a twin. Lan, too, was a twin.

I am pleased to present the 2007 Lan O'Loughlin Personal Achievement Award to **CALEB MARTIN**.

Lan,

To your team you are a leader,  
a teacher, and a friend.

To the rest of us that know you  
you are a role model: an example of  
strength, courage, determination, and all-  
around cool.

So it is only fitting that we contribute  
as much as possible, to make sure the  
award that bears your name follows your  
legacy, and does as much good as it can.

Jeff  
Holmwood  
WHS SR - 2002



Sen,

I would like to say Thank You for everything that you have done for me. I have always had the utmost respect for you in everything. You have always made me feel strong and strive to be the best that I could be. Your loving and open personality have touched everyone that has had the privilege to work with and know you. You have left an imprint on my heart and in my life. You truly are the best at everything you do; teach, coach everything. Thank you for everything you have done for me throughout the four years at WHS. God Bless You ▽  
-♥ Jennifer Greene

Dear Lan,

Sometimes very important things get put off for much, much too long. Ron and I have wanted for a long time to tell you just how much we have appreciated your efforts in coaching the cross country team.

It has meant more to Geoffrey than you can ever know to have cross country as an outlet. Running is so important to him. A coach who is supportive and caring and who makes it fun to belong to a special group that takes pride in its efforts has made belonging to a school team worthwhile. In fact, sometimes it is the only thing that has made school worthwhile.

Geoffrey has observed other coach/athlete relationships that are based on antagonism, negativism, and a "win at all costs" attitude. He could not thrive, nor even function, in that kind of atmosphere, so you can imagine how glad he has been that cross country is different. Because your chief concern is the emotional and physical well-being and development of the athletes, your students have gained the confidence, self-esteem, compassion, and friendship that are so important to healthy development--but that too often are almost impossible to achieve. The team members have established strong relationships with each other, and they know they have a friend in you. Teenagers need to have adults in their lives that they can trust as friends. That kind of relationship provides wisdom and experience that aren't available from peer friendships, as well as a perspective that parents and other authority figures don't share. Lan, it's so important for young people to have in their lives adults who don't feel a need to wield their power--who are confident enough in themselves to know that it is human compassion, trust, and respect that makes them effective. They need adults whose judgement and sincerity they can trust, who will treat them with respect, and who genuinely care that they are healthy and happy. You are the kind of influence that is so important in these crucial years.

I know from my own experience that working with young people can be incredibly trying at times--not to mention time-consuming. Teaching alone is more draining than most people can imagine. Yet, you have given so many extra hours and invested so much of yourself in these kids. I'm sure no one knows the hours, even beyond coaching time, that you have given to them as a group and as individuals. And that has certainly meant careful planning, rescheduling, and sacrifices for you and your family. We are grateful to them for sharing you with us and our children, too.

Thank you seems so inadequate--but then there simply aren't any words that can express what you mean to these kids--and to their parents. And there don't seem to be words to express the gratitude we feel for the lessons they have learned from your example and leadership, nor for the gratitude we feel because of your willingness to give so much. You have given them more than your time. And what they have gained from you will last them a lifetime. They will take with them much more than fond memories and strong emotional bonds, things that are important in

themselves. They will also take determination to do and be the best they can be; pride in their efforts; the confidence that they have worth whether they are "stars" or not; and they will take with them an important belief in the value of honesty and honest effort--because you have shown them that you care about all of them.

Thank you. And please know that we want to be available to give you support in any way we can.

Sincerely,

*Carole Costis*  
*March 2, 1948*

Oct. 26, 2000

**Appalachian**  
STATE UNIVERSITY  
BOONE, NORTH CAROLINA 28608

John A. Walker College of Business  
Thelma C. Raley Hall  
Department of Accounting  
(704) 262-2036

Dear Tom & Family,

I apologize for putting this note on dept. letterhead. Randy Edwards just sent me your web page address, and I wanted to get a note to you. Since we heard of your illness, you and family have constantly been in our thoughts and prayers.

I have felt for some time that I should thank you for the wonderful job you do as swim coach and the way you helped my son, Brooks. A few years ago, at a swim meet in Charlotte, I listened as you talked to Brooks about a race he had just finished. He hadn't done particularly well in the race, and you were discussing with him what he needed to do to improve for the next race. The way you corrected him while keeping his spirits up made an impression on me that I will never forget. After that meet in Charlotte, I witnessed many similar scenes between you and Brooks and other swimmers. It is obvious that you care more about the young people you coach as individuals, than about their times and race results. As a parent, I ~~feel~~ feel blessed to have you and others like you who give so much to our children.

071922 BCC Meeting

**Appalachian**  
STATE UNIVERSITY  
BOONE, NORTH CAROLINA 28608

John A. Walker College of Business  
Thelma C. Raley Hall  
Department of Accounting  
(704) 262-2036

Brooks dropped out of swimming last year — his heart just wasn't in it. Since then, he has played basketball & football, and he has had some very good coaches, but never one quite like you!!

Belinda and I pray for you everyday. We want you to get well and get back to doing the things you love to do and are so good at! Our community is much richer because of your involvement with our children.

Once again, thank you for everything you do for us, and get well!

Sincerely,

Tim Forsyth

November 19, 1985

Mr. Jack Groce, Athletic Director  
Watauga High School  
Boone, NC 28607

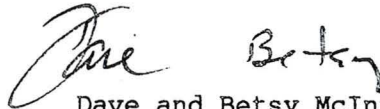
Dear Jack,

The cross-country season has just been completed and in a very successful manner for both the boys' and the girls' teams. The boys and girls who competed for Watauga High School were all really neat kids and excellent ambassadors for our program. Although both teams were extraordinarily successful, we decided to write this letter very early in the season.

Lan O'Laughlin, the coach of both teams, really deserves accolades for working so well with our boys and girls. He has repeatedly demonstrated an ability to relate to his student-athletes and he has earned their respect. Mr. O'Laughlin was able to inspire, motivate, and challenge his runners in a healthy manner. We genuinely believe that he taught them countless lessons about life as well as about believing in themselves. A by-product of his mentoring/coaching was that they learned to run faster and win cross-country meets.

Across the State of North Carolina, Mr. O'Laughlin is respected as an excellent coach. The ultimate purpose of this letter is to make sure that he is not one of the best-kept secrets in Boone. Please be assured that we would feel exactly the same about Mr. Lan O'Laughlin's coaching if the teams had lost every contest. Our congratulations to you, Jack, for having such a competent coach as an integral part of your staff.

Sincerely,



Dave and Betsy McIntire

cc: Dr. Don Bentley

bcc: Lan O'Laughlin

**Anita.Fogle**

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**From:** Carol HINSHAW <hinshawch@bellsouth.net>  
**Sent:** Friday, March 11, 2022 10:58 AM  
**To:** Anita.Fogle  
**Subject:** Lan O'Loughlin

He was a very dedicated person. The swimmers were so fortunate to have such a dedicated roll model. He brought the good out of everyone who came in contact with him. Many of his swimmers have gone on to college and swam. My daughter, Jenny, swam for Carolina. It would be such a wonderful honor to name the Aquatics Center after him. Thank you for your consideration. Carol Hinshaw.

**Anita.Fogle**

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**From:** M. Barry Ellis MD <mbarryellis@icloud.com>  
**Sent:** Sunday, March 13, 2022 5:07 PM  
**To:** Anita.Fogle  
**Subject:** Lan O'Loughlin Aquatic Center Naming

I support the naming of the new swim complex for Lan.

Doc Ellis

**M Barry Ellis MD**

**336 927 2657 Cell**

**Anita.Fogle**

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**From:** Faye Cooper <JFCoop@skybest.com>  
**Sent:** Friday, March 4, 2022 4:17 PM  
**To:** Anita.Fogle  
**Subject:** Hello from Faye Cooper

Hello to all our fine Watauga County Commissioners and County Manager,

There are several things on my mind that I will put in this email shortly. I first wanted to thank all of you for your service, your dedication to the well being of the people and institutions in your jurisdiction, this includes your prudent use of funds made available to you.

1. I fully support the naming of the Recreation Complex Aquatic Center after Lan O'Laughlin.
2. I fully support the request of Appalachian Theatre of the High Country's for \$25,000.00 as a line item in your budget.
3. I fully support the application submitted by Western Youth Network for funds to develop their new facility, Center for Youth Wellbeing.

Most respectfully,  
*Faye Bolick Cooper*



**Anita.Fogle**

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**From:** Leslie Wander <leslie.wander@gmail.com>  
**Sent:** Tuesday, April 26, 2022 11:25 PM  
**To:** Anita.Fogle  
**Subject:** Aquatic Center Naming Petition in honor of Lan O'Loughlin

Hi Anita! I was told you could forward on this note to the county commissioners in support of naming the new aquatic center after Lan O'Loughlin. I really appreciate your help.

Thanks,  
Leslie

Sometimes there is a teacher or coach that truly has the ability to inspire and makes a lifelong impact on those they teach. Watauga County was fortunate enough to have such an individual in Lan O'Loughlin. He spent countless hours on the pool deck for more than two decades, bringing out the best in his swimmers, not just athletically but in their overall self-confidence and character. He encouraged, inspired, and forever changed the students and athletes that crossed his path. He was concerned not with how fast a swimmer's time was, but rather that they were working hard toward their goals and reaching their personal best. He encouraged students of all abilities to swim, knowing the long term benefits they could gain from it mentally and physically.

Lan's goal was to have an aquatic facility built in Watauga County that was fitting of the community's needs. He raised money, garnered support, and worked tirelessly to make it a reality. Unfortunately it never came to fruition in his lifetime, but today, exactly 19 years to the day from his death from cancer at age 49, Watauga County has that facility. It only makes sense to honor one of the county's best loved teachers and coaches by naming the pool in his honor. His legacy has shaped countless lives and should be remembered in the place where he spent so much of his life.

As one of those swimmers coached by Lan, I am forever thankful I was lucky enough to learn from him. To this day I remember his inspiring words and signature whistle when I am going through tough times. We have heard there is hesitation in naming lots of different things after various people, but in this case, it is the right decision to honor one of our community's best. Lan's legacy should be remembered on the pool deck where he shaped the lives of so many of Watauga County's young people.

Thank you so much for your support and consideration.

Sincerely,  
Leslie Wander

## Anita.Fogle

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**From:** Nicholas Leger <nick.leger2314@gmail.com>  
**Sent:** Thursday, May 5, 2022 1:17 PM  
**To:** Anita.Fogle  
**Subject:** Acquatic Center - Lan O'Loughlin

Dear Anita and Country Comissioners,

This is an email in support of naming the new Aquatic Center in honor of Lan O'Loughlin. Although I never met Lan, I am lucky to know his children, Leslie and Eric, who are both uncommonly good people.

Sincerely,  
Nick Leger

**Anita.Fogle**

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**From:** Allan Golotko <allan.golotko@gmail.com>  
**Sent:** Saturday, May 7, 2022 5:54 AM  
**To:** Anita.Fogle  
**Cc:** Eric O'Loughlin; Eric O'Loughlin  
**Subject:** Lan O'Loughlin Aquatic Center Naming Application Petition

Dear Ms. Fogle and All County Commissioners,

Hello. I feel personally compelled to send you this message on behalf of **Lan O'Loughlin** and the naming of the Aquatic Center. I did not have the privilege of knowing Lan O'Loughlin personally, but I do have the honor to work closely with his son Eric, who is a business colleague of mine at Morgan Stanley. In my opinion, there is no stronger evidence of the character Lan possessed than seeing that character in the fine and upstanding son he raised in Eric. Eric possesses and exhibits the best qualities that a parent would strive for in their children. Eric is gracious, generous with his time, puts others before self, places a high value on integrity, and approaches everything he takes on with excitement and with the kind of passion that makes people want to be part of Eric's world. If Lan was here today, I would thank him for how he has instilled such strong and positive values in his son and share with him how proud he must be as a father. I can only imagine the positive impact Lan had on the community and the naming of the Aquatic Center in his memory would be a great honor for him, his family, and the community. Your consideration in naming the facility, the **Lan O'Loughlin Aquatic Center** is greatly appreciated!

Best regards,  
Allan Golotko  
(732) 221-0378

**Anita.Fogle**

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**From:** David Ward <wardda@appstate.edu>  
**Sent:** Sunday, May 8, 2022 10:10 PM  
**To:** Anita.Fogle  
**Subject:** Fwd: Lan  
**Attachments:** image001.png

David Ward  
Assistant Track Coach  
Appalachian State University  
Mobile: (828) 265-7029  
Psalm 118:24



----- Forwarded message -----

**From:** David Ward <[wardda@appstate.edu](mailto:wardda@appstate.edu)>  
**Date:** Sun, Jan 30, 2022 at 8:22 PM  
**Subject:** Lan  
**To:** John Welch <[welchje@appstate.edu](mailto:welchje@appstate.edu)>

John,  
Lan was a great friend and a special individual. He lived life to the fullest and dedicated himself to serving others. He loved everybody dearly and unconditionally. Lan was the first person to reach out to us and make us feel welcome when we moved back to Boone in 1988. I could think of no one who deserves this honor more than Lan. He has impacted all of us who knew him, especially the athletes and students that he taught and coached. We all miss him greatly, and naming that facility after him will help us keep the wonderful memories of him alive.  
Sincerely,  
david ward

David Ward  
Assistant Track Coach  
Appalachian State University  
Mobile: (828) 265-7029  
Psalm 118:24

**Anita.Fogle**

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**From:** Ashley Ginn <ashleyginn@hotmail.com>  
**Sent:** Monday, May 9, 2022 10:04 PM  
**To:** Anita.Fogle; Ashley Ginn  
**Subject:** Fw: Lan O'Loughlin Aquatic Center Naming Application  
**Attachments:** Letter\_Lan OLoughlin Aquatic Center\_February 2022.pdf

Dear Anita -

Please see attached a letter of support regarding the Lan O'Loughlin Aquatic Center Naming Application, for distribution to the Board of Commissioners.

Please thank them for their service to Watauga County, and for their kind consideration of this application. I appreciate the opportunity to express my heartfelt and strong support.

Warmly,

Ashley Ginn

*Ashley Rebecca Ginn*

**NC/SC Broker**

**Allen Tate Real Estate, LLC**

11624 Elizabeth Madison Court

Charlotte NC 28277

704-258-5447

February 14, 2022

Mr. John Welch  
Chairman, Watauga County Board of Commissioners  
814 West King Street, Suite 205  
Boone, NC 28607

Dear Commissioner Welch and the Watauga County Board of Commissioners:

As a native of Watauga County, it is my privilege to express heartfelt and strong support for the effort to name the new aquatic center after esteemed coach and teacher, Lan O'Loughlin.

Lan was someone who embodied the spirit of the High Country – a talented, yet humble man who invested in the lives of young people, including mine. During my high school years, I observed the skill and expertise that enabled Lan to lead countless teams to victory, from local to state level championships. Although he enjoyed every win, Lan cared far more about sportsmanship, work ethic and character. Swimming was merely the channel he used to teach lessons which rippled far beyond the water.

He coached with heart, a quality which garnered love and loyalty from his swimmers. During races, he would walk the poolside in rhythm with our strokes, spurring us on. We swam to the metronome of his familiar whistle, timed precisely for when we came up for air.

Lan set an example of hard work and dedication, and expected the same from every member of the team. He was proudest not when we won the race, but simply when we put forth our best. As a result, his swimmers accomplished far more than our natural abilities allowed.

One of the most remarkable aspects of Lan's coaching was that he equally invested in swimmers of all levels. Most head coaches give the bulk of their time and attention to athletes with the greatest talent. Lan invested in anyone who was willing to work hard.

At the start of each meet, Lan would gather all his swimmers at the edge of the pool, kneel beside the water, bow his head, and outstretch his hand. Then, with all our hands on top of his, he would lead us in The Lord's Prayer. The pool deck would grow quiet as the familiar words of Matthew Chapter 6, spoken in unison, wafted across the water, ending with "*For Thine is the Kingdom, the power and the glory forever and ever. Amen.*" Lan chose those words to be the last his swimmers heard before they stepped up to the blocks – the surest evidence that it wasn't victories in the pool that mattered most to him.

Lan served his community with humility, not for personal gain or accolades, but for the good of others. His once-young athletes are now adults, scattered across the country, separated by decades of time and miles of distance. Yet, today, we unite together once again in our hope that you, as the leaders of the community we once called home, will join us in honoring the life and legacy of a man who never thought his name would be on a building – which is the very reason it should be.

Most Sincerely,

Ashley Rebecca Ginn

**Anita.Fogle**

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**From:** Anne Sukow <sukowa@wataugaschools.org>  
**Sent:** Thursday, May 19, 2022 12:35 PM  
**To:** Anita.Fogle  
**Subject:** Naming the Pool at the Rec Center

To the Commissioners of Watauga County:

Good Morning! I hope this email finds you doing well. My name is Anne Younce Sukow, and I am a lifelong Watauga County resident. I attended Mabel Elementary, Watauga High, and Appalachian, before settling into teaching at Bethel Elementary where I have taught for the last 21 years. I had planned to attend the meeting on May 24, but I have our 8th grade Promotion ceremony at Bethel Elementary. I would like to share my feelings now.

I came to know of Mr. Lan O'Loughlin at WHS in 1992. While I did not have him as a coach or a teacher, I was envious of my friends who were blessed enough to. I was only 14 upon entering WHS in 1992, and it was obvious the love, dedication and heart Mr. O'Loughlin had for the students, teachers, and staff of WHS, as well as for his community. He put our swim team on the map, as well as our cross country team. He formed the Mountain Alliance.

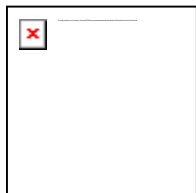
Mr. O'Loughlin dedicated many years of his life, and even his last moments to the citizens of Watauga County and I feel as though it is only right to name the pool at our Rec Center after Lan O'Loughlin. Many people worked tirelessly on getting that amazing facility, and I have no doubt that Mr. O'Loughlin would have been right alongside them, if he were still alive.

Thank you for your time and consideration.

Anne

--

Anne M. Sukow. B.S.Ed., M.L.I.S  
 National Board Certified Teacher  
 5th Grade Teacher  
 Bethel Elementary School



"We shall always place education side by side with instruction; the mind will not be cultivated at the expense of the heart." ~Blessed Basil Moreau

*Note: All email correspondence to and from this address is subject to public review under the North Carolina public records law. As a result, messages may be monitored by and disclosed to third parties.*

In compliance with federal law, Watauga County Schools administers all education programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.



**Anita.Fogle**

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**From:** Elle Hauschen <elle.hauschen@gmail.com>  
**Sent:** Monday, May 23, 2022 5:30 PM  
**To:** Anita.Fogle  
**Subject:** Lan O'Loughlin Aquatic Center Naming Application

Dear Watauga County Commissioners,

Thank you for your time and consideration of the application to name the Watauga County Aquatic Center in honor of Lan O'Loughlin. While I did not have the privilege of knowing Lan O'Loughlin personally, I do have the honor of knowing Mr. O'Loughlin's son, Eric. In my opinion, there is no stronger evidence of the character and values Lan possessed and instilled in his students and athletes than seeing them emulated in his son.

Additionally, Watauga County's Parks and Recreation mission is for "programs to be enjoyable, fun, fulfilling, safe and rewarding." As evident from the unanimous support from the community through the petition we signed, Lan upheld this mission throughout his tenure as Watauga County's head swim coach and your support in approving naming of the Aquatic Center in Mr. O'Loughlin's honor is a testament to honoring this mission in action.

I wholeheartedly support this application and hope that you will do the same!

Sincerely,

Elle Hauschen

**Anita.Fogle**

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**From:** Jacob Ghera <jacob.ghera@gmail.com>  
**Sent:** Monday, May 23, 2022 9:50 PM  
**To:** Anita.Fogle  
**Subject:** Watauga County Recreation Center

Dear Commissioners of Watauga County,

I am writing this E-mail in support of renaming the new aquatic center in the Watauga County Recreation Center in honor of Lan O'Loughlin. I am a close friend of Lan's son, Eric, who I have known for the better part of the last decade. I know how much Lan meant to Eric and the Watauga County community. Unfortunately, I never had the opportunity to meet Lan, but I have learned from Eric how hard Lan worked to make a new aquatic center possible, and how many people he supported over the years as a teacher and coach. I know that the aquatic center for years to come will uphold the same values that Lan instilled in so many. It is for this reason that I voice the strong support of this proposal.

Kind Regards,

Jacob A. Ghera

## Anita.Fogle

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**From:** Anand Karsan <akarsan@gmail.com>  
**Sent:** Monday, May 23, 2022 9:14 PM  
**To:** Anita.Fogle  
**Cc:** Michael Murphy  
**Subject:** Naming the aquatic center

Hello,

We fully support renaming the aquatic center for Lan O'Loughlin!

Thanks,  
Anand and Mike

Please excuse any grammatical errors. Sent from my iPhone

**Anita.Fogle**

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**Subject:** FW: Lan O'Loughlin naming for County Pool

**From:** Jeffrey Tiller <[tillerjs@appstate.edu](mailto:tillerjs@appstate.edu)>

**Sent:** Tuesday, May 24, 2022 2:16 PM

**To:** Deron.Geouque <[Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)>

**Subject:** Lan O'Loughlin naming for County Pool

Dear County Manager Geouque,

I heartily support naming the new county pool for Lan O'Loughlin, who was taken from us at too young an age. An avid promoter of excellence in swimming, as well as fitness in general, Lan had a positive influence on hundreds, if not thousands, of young Wataugans, as well as many adults. Naming the pool in his honor would exemplify the high standard that our county places on caring, compassionate, and competent teachers and coaches.

Thanks for the opportunity of submitting my views,

Jeff Tiller

Meat Camp District resident

828-773-9950

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**AGENDA ITEM 6:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

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


**Monthly Collections Report**

**Watauga County**

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

Monthly Report June 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<b><u>General County</u></b>					
Taxes 2021	40,495.84		36,513,247.55	98.63%	98.83%
Prior Year Taxes	14,285.46		385,396.24		
Solid Waste User Fees	5,717.77		2,609,834.18	97.61%	97.81%
Green Box Fees	5.40		527.79	NA	NA
<b>Total County Funds</b>	<b>\$60,504.47</b>		<b>\$39,509,005.76</b>		
<b><u>Fire Districts</u></b>					
Foscoe Fire	436.80		472,958.84	99.13%	99.05%
Boone Fire	2,075.85		898,474.06	98.59%	98.75%
Fall Creek Service Dist.	0.00		9,646.19	98.70%	98.78%
Beaver Dam Fire	713.37		100,427.95	94.86%	98.29%
Stewart Simmons Fire	153.53		254,945.38	98.68%	98.81%
Zionville Fire	182.91		113,330.71	96.99%	97.38%
Cove Creek Fire	455.33		241,640.15	97.83%	97.96%
Shawneehaw Fire	199.71		105,682.54	98.32%	98.66%
Meat Camp Fire	894.17		210,694.15	97.53%	98.14%
Deep Gap Fire	129.18		186,434.21	97.94%	98.09%
Todd Fire	205.20		62,899.46	98.67%	98.88%
Blowing Rock Fire	503.40		499,225.89	98.64%	99.46%
M.C. Creston Fire	95.74		5,853.76	90.89%	92.73%
Foscoe Service District	69.28		74,702.65	98.77%	98.43%
Beech Mtn. Service Dist.	0.00		1,659.57	99.94%	99.94%
Cove Creek Service Dist.	0.00		324.15	100.00%	100.00%
Shawneehaw Service Dist	0.00		6,357.20	97.48%	97.25%
	<b>\$6,114.47</b>		<b>\$3,235,610.67</b>		
<b><u>Towns</u></b>					
Boone	5,458.32		6,694,907.06	99.26%	99.13%
Municipal Services	176.57		207,329.95	98.97%	98.51%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
<b>Total Town Taxes</b>	<b>\$5,634.89</b>		<b>\$6,902,237.01</b>		
<b>Total Amount Collected</b>	<b>\$72,253.83</b>		<b>\$49,646,853.44</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 6:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Larry Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.



06/30/2022 14:43  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2022 TO 06/30/2022

P 1  
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1754827 CURRY, MICHELLE W CURRY, MARK JAY 201 YOSEMITE RD  BANNER ELK, NC 28604	RE 2017	1368	06/30/2022			22,500 F01	11.25
				F01		G01	79.43
	REFUND RELEASE				8120	SWF	80.00
	MH NEVER LOCATED ON THIS PARCEL						
1754827 CURRY, MICHELLE W CURRY, MARK JAY 201 YOSEMITE RD  BANNER ELK, NC 28604	RE 2018	1375	06/30/2022			22,500 F01	11.25
				F01		G01	79.43
	REFUND RELEASE				8121	SWF	80.00
	MH NEVER LOCATED ON THIS PARCEL						
1754827 CURRY, MICHELLE W CURRY, MARK JAY 201 YOSEMITE RD  BANNER ELK, NC 28604	RE 2019	1383	06/30/2022			22,500 F01	11.25
				F01		G01	90.68
	REFUND RELEASE				8122	SWF	80.00
	MH NEVER LOCATED ON THIS PARCEL						
1754827 CURRY, MICHELLE W CURRY, MARK JAY 201 YOSEMITE RD  BANNER ELK, NC 28604	RE 2020	13892	06/30/2022			22,500 F01	11.25
				F01		G01	90.68
	REFUND RELEASE				8123	SWF	80.00
	MH NEVER LOCATED ON THIS PARCEL						
1754827 CURRY, MICHELLE W CURRY, MARK JAY 201 YOSEMITE RD  BANNER ELK, NC 28604	RE 2021	1412	06/30/2022			22,500 F01	11.25
				F01		G01	90.68
	REFUND RELEASE				8124	SWF	80.00
	MH WAS NEVER LOCATED ON THIS PARCEL						
DETAIL SUMMARY		COUNT: 5		RELEASES - TOTAL		112,500	887.15

06/30/2022 14:43  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2022 TO 06/30/2022

P 2  
tncrpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2017	RE	F01	FOSCOE FIRE RE	11.25
2017	RE	G01	WATAUGA COUNTY RE	79.43
2017	RE	SWF	SANITATION USER FEE	80.00
			2017 TOTAL	170.68
2018	RE	F01	FOSCOE FIRE RE	11.25
2018	RE	G01	WATAUGA COUNTY RE	79.43
2018	RE	SWF	SANITATION USER FEE	80.00
			2018 TOTAL	170.68
2019	RE	F01	FOSCOE FIRE RE	11.25
2019	RE	G01	WATAUGA COUNTY RE	90.68
2019	RE	SWF	SANITATION USER FEE	80.00
			2019 TOTAL	181.93
2020	RE	F01	FOSCOE FIRE RE	11.25
2020	RE	G01	WATAUGA COUNTY RE	90.68
2020	RE	SWF	SANITATION USER FEE	80.00
			2020 TOTAL	181.93
2021	RE	F01	FOSCOE FIRE RE	11.25
2021	RE	G01	WATAUGA COUNTY RE	90.68
2021	RE	SWF	SANITATION USER FEE	80.00
			2021 TOTAL	181.93
			SUMMARY TOTAL	887.15

06/30/2022 14:43  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2022 TO 06/30/2022

P 3  
tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F01	2017	F01 FOSCOE FIRE RE	11.25
F01	2017	G01 WATAUGA COUNTY RE	79.43
F01	2017	SWF SANITATION USER FEE	80.00
F01	2018	F01 FOSCOE FIRE RE	11.25
F01	2018	G01 WATAUGA COUNTY RE	79.43
F01	2018	SWF SANITATION USER FEE	80.00
F01	2019	F01 FOSCOE FIRE RE	11.25
F01	2019	G01 WATAUGA COUNTY RE	90.68
F01	2019	SWF SANITATION USER FEE	80.00
F01	2020	F01 FOSCOE FIRE RE	11.25
F01	2020	G01 WATAUGA COUNTY RE	90.68
F01	2020	SWF SANITATION USER FEE	80.00
F01	2021	F01 FOSCOE FIRE RE	11.25
F01	2021	G01 WATAUGA COUNTY RE	90.68
F01	2021	SWF SANITATION USER FEE	80.00
		F01 TOTAL	887.15
		SUMMARY TOTAL	887.15

**AGENDA ITEM 7:****SCALE HOUSE IMPROVEMENTS PROJECT BID AWARD REQUEST****MANAGER'S COMMENTS:**

Staff accepted bids for Scale House Improvements on May 19, 2022. A total of two (2) bids were received and opened with the following results:

- Greene Construction, Inc. - \$1,697,398.94 (including bid alternate)
- Muter Construction, Inc. - \$2,138,019.06 (including bid alternate)

McGill Associates recommends the County accept the lowest responsive bidder, Greene Construction, Inc. in the amount of \$1,572,228.38 with a (deduction for customer canopies) of \$125,170.56.

The lowest responsive bid exceeds amounts included in the Engineer's Cost Opinion and the Sanitation Department's FY 2023 Capital Improvement Plan (CIP). Staff recommends rejecting the enclosed bid, modifying the current design, and re-bidding the project at a later date.

Board direction is required.




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# WATAUGA COUNTY

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*SANITATION  
DEPARTMENT*

336 Landfill Road – Boone, NC 28607 – (828) 264-5305  
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

July 12, 2022

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Scale House Improvements Bid

Staff accepted bids for Scale House Improvements on May 19, 2022. A total of two (2) bids were received and opened with the following results:

- Greene Construction, Inc. - **\$1,697,398.94** (including bid alternate)
- Muter Construction, Inc. - \$2,2138,019.06 (including bid alternate)

McGill Associates recommends the County accept the lowest responsive bidder, Greens Construction, Inc. in the amount of **\$1,572,228.39** with a (deduction for customer canopies) of \$125,170.56.

A copy of Greene Construction's bid has been attached for your reference and McGill Associates' recommendation and certified bid tabulation.

Greens Construction Inc. holds an Unlimited, Highway and Building, General Contractors License (#1610) with the North Carolina Licensing Board of General Contractors and are therefore qualified to perform the scope of work for this project.

However, the lowest responsive bid **exceeds** amounts included in the Engineer's Cost Opinion, the Sanitation department's FY2023 Capital Improvement Plan (CIP), and the annual Sanitation departmental budget. As a consequence, staff recommends rejecting the enclosed bid, modifying the current design, amending the CIP, amending the annual departmental budget, and re-bidding the project at a later date.



July 12, 2022

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

RE: Recommendation of Award and Certified Bid Tabulation  
Scale Improvements  
Watauga County, North Carolina

Dear Mr. Buck:

On May 5, 2022, two (2) sealed, public bids were received at the Watauga County Landfill Offices in Boone North Carolina for the above referenced project. The submitted bids were unable to be opened as the minimum number of bids was not received. Per North Carolina General Statutes, the project was re-advertised and re-bid. On May 19, 2022, public bids were opened and read aloud. Two (2) bids were received with the apparent low bid submitted by Greene Construction, Inc. of Boone, North Carolina for a total bid price of \$1,697,398.94. Attached is a certified bid tabulation with the details for the bids received.

Greene Construction, Inc. holds an Unlimited, Highway and Building, General Contracting License #1610 with the North Carolina Licensing Board for General Contractors, therefore they are properly licensed to perform the scope of work associated with this project. Greene Construction Inc. submitted a complete bid package.

It is our understanding that the County Staff wishes to proceed with the project as originally bid, with the reduction in cost associated with the removal of the proposed canopies from the bid for a total award of \$1,572,228.39. Should the Watauga County Board of Commissioners decide to approve and proceed with this project, McGill Associates looks forward to continuing to assist the County during the construction phase. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,  
**McGILL ASSOCIATES, P.A.**

A handwritten signature in blue ink, appearing to read "Thomas Mannino", is written over a horizontal line.

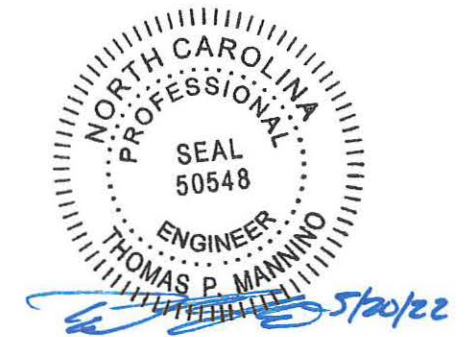
**THOMAS MANNINO, PE**  
Project Manager

Attachments: Certified Bid Tabulation  
Greene Construction, Inc's Bid

**CERTIFIED BID TABULATION  
SCALE HOUSE IMPROVEMENTS  
WATAUGA COUNTY, NORTH CAROLINA**

ITEM	DESCRIPTION	QUANTITY	UNIT	Greene Construction, Inc. 525 George Wilson Road Boone, NC 28607		Muter Construction 111 E. Vance Street Zebulon, NC 27597	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization/General Requirements	LS	1	\$49,439.17	\$49,439.17	\$353,547.00	\$353,547.00
2	Phase 1 Clearing and Grubbing/Demolition	LS	1	\$26,647.72	\$26,647.72	\$82,954.00	\$82,954.00
3	Phase 2 Clearing and Grubbing/Demolition	LS	1	\$23,686.87	\$23,686.87	\$41,177.00	\$41,177.00
4	Erosion Control	LS	1	\$7,106.06	\$7,106.06	\$12,322.00	\$12,322.00
5	Earthwork	LS	1	\$47,373.73	\$47,373.73	\$24,946.00	\$24,946.00
6	15" RCP	LF	101	\$71.06	* \$7,177.06	\$146.95	* \$14,841.95
6A	15" HDPE	LF	313	\$47.37	* \$14,826.81	\$137.60	* \$43,068.80
7	Catch Basin	EA	4	\$2,960.86	* \$11,843.44	\$6,630.50	\$26,522.00
8	Curb Inlet	EA	2	\$2,960.86	\$5,921.72	\$6,630.50	\$13,261.00
9	Ditch Matting	SY	1,470	\$3.55	* \$5,218.50	\$3.67	* \$5,394.90
9A	Slope Matting	SY	1,085	\$3.55	* \$3,851.75	\$3.34	* \$3,623.90
10	6" DIP Sewer Service Line	LF	108	\$267.66	* \$28,907.28	\$301.93	* \$32,608.44
10A	8" PVC Storm Line	LF	84	\$104.22	* \$8,754.48	\$117.57	* \$9,875.88
11	Sewer Manhole	EA	2	\$6,375.32	\$12,750.64	\$7,191.50	\$14,383.00
12	2" Type K Copper Water Line	LF	350	\$162.26	* \$56,791.00	\$183.02	* \$64,057.00
13	6" Class 350 DIP Water Line	LF	685	\$146.86	* \$100,599.10	\$165.66	* \$113,477.10
14	Yard Hydrant	EA	1	\$1,894.95	\$1,894.95	\$2,137.00	\$2,137.00
15	Fire Hydrant Assembly	EA	2	\$10,214.96	\$20,429.92	\$11,522.50	\$23,045.00
16	Water Meter Assembly and RPZ	EA	1	\$18,688.94	\$18,688.94	\$21,810.00	\$21,810.00
17	24" Concrete Curb and Gutter	LF	1,180	\$40.32	* \$47,577.60	\$31.72	* \$37,429.60
18	Heavy Duty Asphalt Paving	SY	970	\$52.37	* \$50,798.90	\$78.71	* \$76,348.70
18A	Geogrid	SY	970	\$2.37	* \$2,298.90	\$4.61	* \$4,471.70
19	Concrete Ramp	SY	190	\$228.58	* \$43,430.20	\$234.39	* \$44,534.10
20	Scales <sup>1</sup>	EA	2	\$105,772.52	* \$211,545.04	\$110,043.00	\$220,086.00
21	Scale Pits	LS	1	\$75,087.36	\$75,087.36	\$78,213.00	\$78,213.00
22	Scale House Building	LS	1	\$507,006.32	\$507,006.32	\$473,449.00	\$473,449.00
23	Concrete Sidewalk	SY	90	\$213.93	* \$19,253.70	\$69.59	* \$6,263.10
24	Deck Grating Complete with Support Frames	LS	1	\$11,251.26	\$11,251.26	\$12,752.00	\$12,752.00
25	Painted Steel Handrails	LF	295	\$58.21	* \$17,171.95	\$59.71	* \$17,614.45
26	Guardrail	LF	370	\$84.82	* \$31,383.40	\$86.98	* \$32,182.60
27	Pipe Bollards	EA	14	\$1,006.69	* \$14,093.66	\$851.21	* \$11,916.94
28	Traffic Light	EA	2	\$4,145.20	\$8,290.40	\$5,465.00	\$10,930.00
29	Lever Arm Security Gate	EA	2	\$5,862.50	\$11,725.00	\$14,994.00	\$29,988.00
29A	Lever Arm Security Gate 24'	EA	1	\$9,253.27	\$9,253.27	\$16,021.00	\$16,021.00
30	External Digital Scale Readout Unit	EA	2	\$2,960.86	\$5,921.72	\$3,036.00	\$6,072.00
31	Site Electrical Installation	LS	1	\$121,987.36	\$121,987.36	\$113,945.00	\$113,945.00
32	Pavement Markings and Signage	LS	1	\$9,274.32	\$9,274.32	\$3,874.00	\$3,874.00
33	Seeding, Fertilizing, and Mulching	LS	1	\$4,263.64	\$4,263.64	\$6,012.00	\$6,012.00
34	Rock Excavation	CY	100	\$236.87	* \$23,687.00	\$200.39	\$20,039.00
35	Removal of Unsuitable Material and Replace with Select Backfill	CY	100	\$100.67	* \$10,067.00	\$58.66	\$5,866.00
36	Chain Link Fencing and Gates	LF	130	\$77.86	* \$10,121.80	\$53.53	* \$6,958.90
<b>SUBTOTAL</b>					* <b>\$1,697,398.94</b>		* <b>\$2,138,019.06</b>
<b>DEDUCT FOR DELETION OF PROPOSED CANOPIES</b>					<b>\$125,170.55</b>		<b>\$65,000.00</b>
<b>TOTAL</b>					* <b>\$1,572,228.39</b>		* <b>\$2,073,019.06</b>

\* Corrected mathematical error on submitted Bid.



This is to certify that the bids tabulated herein were publicly opened and read aloud at 10:00 a.m. on the 19th day of May 2022, in the Watauga County Landfill Offices, Boone, North Carolina and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.

# BID FORM

SCALE HOUSE IMPROVEMENTS  
WATAUGA COUNTY, NC

MCGILL PROJECT NO. 20.00702

## TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	2
Bidder's Representations .....	3
Further Representations .....	4
Basis of Bid .....	5
Time of Completion .....	6
Bid Submittal .....	7



**ARTICLE 1 – BID RECIPIENT**

This Bid is submitted to:

**Rex Buck**  
**Operations Services Director**  
**336 Landfill Road, Boone, NC 28607**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>4-6-22</u>
<u>#2</u>	<u>4-14-22</u>
<u>#3</u>	<u>4-29-22</u>
<u>#4</u>	<u>5-5-22</u>

- B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 - BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**UNIT PRICE BID**

*See Bid Schedule, after page 6 of this document*

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Please provide the manufacturer and model number for the truck scale used in the bid:

Rice Lake Survivor

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 270 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – BID SUBMITTAL**

**7.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

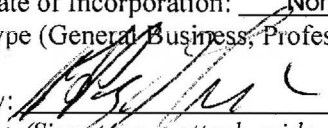
Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Greene Construction, Inc. (SEAL)

State of Incorporation: North Carolina

Type (General Business, Professional, Service, Limited Liability): General Business

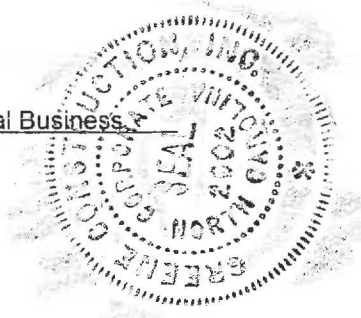
By:  \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): George Perry Greene, Jr.

Title: President/Owner (CORPORATE SEAL)

Attest  \_\_\_\_\_

Date of Authorization to do business in North Carolina is 05 / 16 / 1955.



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 525 George Wilson Road

Boone, NC 28607

Phone No. 828-264-2611 Fax No. 828-264-4840

SUBMITTED on May 19, 20 22.

State Contractor License No. 1610.

**Scale House Improvements  
March 2022**



**BID SCHEDULE**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
1	Mobilization/General Requirements	LS	1	\$49,439.17	\$49,439.17
2	Phase 1 Clearing and Grubbing/Demolition	LS	1	\$26,647.72	\$26,647.72
3	Phase 2 Clearing and Grubbing/Demolition	LS	1	\$23,686.87	\$23,686.87
4	Erosion Control	LS	1	\$7,106.06	\$7,106.06
5	Earthwork	LS	1	\$47,373.73	\$47,373.73
6	15" RCP	LF	101	\$71.06	\$7,177.12
6A	15" HDPE	LF	313	\$47.37	\$14,827.98
7	Catch Basin	EA	4	\$2,960.86	\$11,843.43
8	Curb Inlet	EA	2	\$2,960.86	\$5,921.72
9	Ditch Matting	SY	1,470	\$3.55	\$5,222.95
9A	Slope Matting	SY	1,085	\$3.55	\$3,855.04
10	6" DIP Sewer Service Line	LF	108	\$267.66	\$28,907.45
10A	8" PVC Storm Line	LF	84	\$104.22	\$8,754.67
11	Sewer Manhole	EA	2	\$6,375.32	\$12,750.64
12	2" Type K Copper Water Line	LF	350	\$162.26	\$56,789.26
13	6" Class 350 DIP Water Line	LF	685	\$146.86	\$100,598.12
14	Yard Hydrant	EA	1	\$1,894.95	\$1,894.95
15	Fire Hydrant Assembly	EA	2	\$10,214.96	\$20,429.92
16	Water Meter Assembly and RPZ	EA	1	\$18,688.94	\$18,688.94
17	24" Concrete Curb and Gutter	LF	1,180	\$40.32	\$47,582.78
18	Heavy Duty Asphalt Paving	SY	970	\$52.37	\$50,800.51
18A	Geogrid	SY	970	\$2.37	\$2,297.63
19	Concrete Ramp	SY	190	\$228.58	\$43,429.87
20	Scales <sup>1</sup>	EA	2	\$105,772.52	\$211,545.03
21	Scale Pits	LS	1	\$75,087.36	\$75,087.36
22	Scale House Building	LS	1	\$507,006.32	\$507,006.32
23	Concrete Sidewalk	SY	90	\$213.93	\$19,253.67
24	Deck Grating Complete with Support Frames	LS	1	\$11,251.26	\$11,251.26
25	Painted Steel Handrails	LF	295	\$58.21	\$17,172.09
26	Guardrail	LF	370	\$84.82	\$31,384.39
27	Pipe Bollards	EA	14	\$1,006.69	\$14,093.69
28	Traffic Light	EA	2	\$4,145.20	\$8,290.40
29	Lever Arm Security Gate	EA	2	\$5,862.50	\$11,725.00
29A	Lever Arm Security Gate 24'	EA	1	\$9,253.27	\$9,253.27
30	External Digital Scale Readout Unit	EA	2	\$2,960.86	\$5,921.72
31	Site Electrical Installation	LS	1	\$121,987.36	\$121,987.36
32	Pavement Markings and Signage	LS	1	\$9,274.32	\$9,274.32
33	Seeding, Fertilizing, and Mulching	LS	1	\$4,263.64	\$4,263.64
34	Rock Excavation	CY	100	\$236.87	\$23,686.87
35	Removal of Unsuitable Material and Replace with Select Backfill	CY	100	\$100.67	\$10,066.92
36	Chain Link Fencing and Gates	LF	130	\$77.86	\$10,121.63
<b>TOTAL BID PRICE</b>					<b>\$1,697,411.47</b>
Deduct for Deletion of Proposed Canopies					\$125,170.55
<b>TOTAL BID PRICE W/ DEDUCT</b>					<b>\$1,572,240.92</b>

### Bid Bond

**KNOW ALL MEN BY THESE PRESENTS, that we** Greene Construction, Inc. ....  
 525 George Wilson Road, Boone, NC 28607 ..... **as Principal,**  
**and** Western Surety Company ..... **a corporation**  
**organized under the laws of the State of** SD .....  
**as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto** .....  
 Watauga County ..... **as Oblige,**  
**in the penal sum of** Five Percent of Amount Bid ..... ( 5% ) **DOLLARS,**  
**lawful money of the United States of America, for the payment of which, well and truly to be made,**  
**we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly**  
**by these presents.**

**SIGNED, sealed and dated** ..... May 19, 2022 .....

**WHEREAS, the said Principal is herewith submitting proposal for** Solid Waste Center Scale House  
 Improvements Watauga County

**and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.**

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the Oblige the amount set forth in the first paragraph hereof.**

Greene Construction, Inc. .... (Seal)

By: [Signature] ..... (Seal)

Western Surety Company .....

By: [Signature] ..... (Seal)

Jennifer L. Hoehn **Attorney-in-fact**



WB-482

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jennifer C. Hoehn, Individually**

of, Charlotte, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Greene Construction, Inc.  
Obligee: Watauga County

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of May 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

*A. Proposed Radio Cache Replacement*

**MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board approve \$33,549.50 for the replacement of five (5) portable radios with Motorola Solutions. Adequate funds have been budgeted in the FY 2022-2023 budget to cover the expense.

Board approval is required to accept the quote from Motorola Solutions in the amount of \$33,549.50 for five (5) portable radios.



# 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**

June 28, 2022

**To:** Board of Commissioners

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

**Subject:** Radio Cache Replacement

Board of Commissioners,

Please consider my request for \$33,549.50 for the replacement of five (5) portable radios in the Emergency Services radio cache. The radio cache is used in multi-agency operations where all agencies may not have 800MHz capable radios from both in-county and out of County agencies. This purchase is replacing the last five (5) XTS2500 portable radios that are at end of service life and will not be allowed to continue service on the VIPER network after 2025 in accordance with the mandate from the NC Highway Patrol (the operator of VIPER) to upgrade to the TDMA system. This is year 3 of 3 for the replacement of this radio cache. The requested funds have been approved in the current budget.

Respectfully,

Will Holt  
ES Director



**Quote Number:** QU0000527983  
**Effective:** 18 FEB 2022  
**Effective To:** 19 APR 2022

071922 BCC Meeting

**Bill-To:**  
WATAUGA COUNTY  
184 HODGES GAP RD  
BOONE, NC 28607  
United States

**Ultimate Destination:**  
WATAUGA COUNTY  
184 HODGES GAP RD  
BOONE, NC 28607  
United States

**Attention:**  
**Name:** Will Holt Comm Director  
**Phone:** 828-455-2904

**Sales Contact:**  
**Name:** Randy Heaton MR  
**Email:** randyheaton@callmc.com  
**Phone:** 8284552904

**Contract Number:** NC STATE NON ARIBA -725G  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	\$4,104.00	\$3,078.00	\$15,390.00
1a	5	H38BT	ADD: SMARTZONE OPERATION	\$1,320.00	\$990.00	\$4,950.00
1b	5	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$330.00	\$247.50	\$1,237.50
1c	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$567.00	\$425.25	\$2,126.25
1d	5	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$110.00	\$82.50	\$412.50
1e	5	QA00580AC	ADD: TDMA OPERATION	\$495.00	\$371.25	\$1,856.25
1f	5	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	\$28.00	\$21.00	\$105.00
1g	5	QA09000AA	ADD: DIGITAL TONE SIGNALING	\$165.00	\$123.75	\$618.75
1h	5	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$95.00	\$95.00	\$475.00
1i	5	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$879.00	\$659.25	\$3,296.25
1j	5	H869BZ	ENH: MULTIKEY	\$363.00	\$272.25	\$1,361.25
1k	5	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	\$110.00	\$82.50	\$412.50
1l	5	H842AU	ADD: SINGLE UNIT PACKING	-	-	-
2	5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$179.30	\$134.48	\$672.40
3	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$169.56	\$127.17	\$635.85

**Total Quote in USD**

**\$33,549.50**

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
  - >Have a PO Number/Contract Number & Date
  - >Identify "Motorola Solutions Inc." as the Vendor
  - >Have Payment Terms or Contract Number
  - >Be issued in the Legal Entity's Name
  - >Include a Bill-To Address with a Contact Name and Phone Number
  - >Include a Ship-To Address with a Contact Name and Phone Number
  - >Include an Ultimate Address (only if different than the Ship-To)
  - >Be Greater than or Equal to the Value of the Order

- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

***B. Proposed Radio Maintenance Contract Renewal***

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board renew three radio maintenance contracts with Mobile Communications America (MCA) in the amount of \$64,122. Adequate funds have been budgeted to cover the renewal.

Board action is required to approve the renewal of the three radio maintenance contracts with Mobile Communications America in the amount of \$64,122



# 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**

July 7, 2022

**To:** Board of Commissioners

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

**Subject:** Radio Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$64,122 for the renewal of three maintenance contracts with Mobile Communications America (MCA). These contracts cover the consoles and radio equipment at the Primary Communications Center and the Back-up equipment at Boone Police Department, along with the mobile and portable radio maintenance for Emergency Services and the Sheriff's Office. The increase over last year is due primarily to the addition of the back-up equipment with the consolidation of Boone PD Communications with our department. Appropriate funds have been budgeted for this purpose.

Respectfully,

Will Holt  
ES Director



COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2022 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer") Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$2,025.00 per month, \$24,300.00 annually (State/Local taxes NOT included). The customer will pay on an Annual basis. This service agreement will expire on: 6/30/2023. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: \_\_\_\_\_ Customer

By: \_\_\_\_\_ Mobile Communications America

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Terms And Conditions

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**LIMITATION OF LIABILITY:** MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. If agreement is terminated early by Customer, Customer will be responsible to pay a penalty equal to 2 (two) months of the agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.

**Equipment and Coverage Details - Attachment A**



<b>MCA Services</b>	<b>Qty</b>
MCC5500 Console Positions	7
Console Equipment Shelves <i>(ADM Server, CSDM Workstation, KVM Switch, and Monitor)</i>	7
Switch	1
Decoders	2
Netclock	2

<b>Coverage</b>
24/7 Onsite Services
Annual Preventative Maintenance Inspection

**Customer Locations**

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**Special Instructions**

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## Statements of Work - Attachment B

### MCA Essential Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

### MCA Premier Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

Batteries, antennas, and belt clip replacement is covered under this service. Speaker Mics are only covered if purchased as an additional option. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.***

### **MCA Essential Service (Warranty) - Infrastructure Components**

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates. One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.

### **MCA Premier Service (Warranty) - Infrastructure Components**

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.



### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2022 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer")  
Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

**Payment Terms:**

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$2,754.25 per month, \$33,051.00 annually (*State/Local taxes NOT included*). The customer will pay on an Annual basis. This service agreement will expire on: 6/30/2023. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: \_\_\_\_\_  
Customer

By: \_\_\_\_\_  
Mobile Communications America

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms And Conditions

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**LIMITATION OF LIABILITY:** MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. If agreement is terminated early by Customer, Customer will be responsible to pay a penalty equal to 2 (two) months of the agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.



**Equipment and Coverage Details - Attachment A**

<b>MCA Services</b>	<b>Qty</b>
Repeaters	12
Channel 5 Base	1
Battery Chargers for Repeaters	2
Control Stations	17
Consolettes	15
Tone Remote	1
XTL Mobile (VIPER Rescue)	1
Tone Remote Adapters	2

<b>Coverage</b>
Best Effort Provided on Unsupported Equipment
4-Hour Onsite Response Time for Emergency Failures 24/7
Annual Preventative Maintenance Inspection

**Customer Locations**

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**Special Instructions**

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## Statements of Work - Attachment B

### MCA Essential Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

### MCA Premier Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

Batteries, antennas, and belt clip replacement is covered under this service. Speaker Mics are only covered if purchased as an additional option. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. **A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.**

### **MCA Essential Service (Warranty) - Infrastructure Components**

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.

### **MCA Premier Service (Warranty) - Infrastructure Components**

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.



### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2022 between Mobile Communications America with principal offices at Charlotte (hereafter "Mobile Communications America") and; (the "Customer")  
Watauga County

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$564.25 per month, \$6,771.00 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2023. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: \_\_\_\_\_  
Customer

By: \_\_\_\_\_  
Mobile Communications America

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



#### Terms And Conditions

**TERM AND ACCEPTANCE:** THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

**GENERAL PROVISIONS:** MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

**NORMAL WORKING HOURS:** Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

**SERVICE:** MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

**ENHANCED SERVICE OPTION:** If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

**REPLACEMENT PARTS:** MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

**PREVENTIVE MAINTENANCE:** MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

**PRICE CHANGES:** Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

**LIMITATIONS:** MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

**EXCLUDED SERVICES:** The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. This Agreement will not cover service call(s), shipping and handling that may be required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

**TAXES:** Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

**LIABILITY INSURANCE:** MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

**WARRANTY:** MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

**TERMINATION:** This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement.

**NO CHANGES:** Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

**ATTORNEYS' FEES:** Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

**COVENANT NOT TO SOLICIT:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**GOVERNING LAW AND VENUE:** This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

**COUNTERPARTS:** The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**MISCELLANEOUS:** This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.



**Equipment and Coverage Details - Attachment A**

<u>Essential Services - Repair</u>	<u>Qty</u>	<u>Coverage</u>
APX7000's	15	Annual Preventative Maintenance Inspection
APX8000's	37	
XTS2500's	16	
APX Mobiles	10	
Motorola Mobiles	42	

<u>Premier Services - Repair</u>	<u>Qty</u>	<u>System Coverage</u>
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**Customer Locations**

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**Special Instructions**

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All Equipment is subject to the availability of parts and support

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from the original manufacturer.

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Statements of Work - Attachment B

**MCA Essential Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

**MCA Premier Service with Repair - Subscribers**

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

Batteries, antennas, and belt clip replacement is covered under this service. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. **A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.**

### MCA Essential Service with Repair - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

### MCA Premier Service with Repair - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***



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**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

*C. Priority One Grant Award Request*

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board accept the FY 2022 Priority One Grant from the North Carolina 911 Board in the amount of \$2,797,012.69 for the purposes of construction of a new 911 Communications Center and acquisition of equipment for that facility and the back-up facility. No County match is required.

Board action is required to accept the Priority One Grant from the North Carolina 911 Board in the amount of \$2,797,012.69.



# 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**

June 29, 2022

**To:** Board of Commissioners

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

**Subject:** Priority One Grant Award

Board of Commissioners,

Please consider my request to accept the FY22 Priority Grant from the North Carolina 911 Board in the amount of \$2,797,012.69 for the purposes of construction of a new 911 Communications Center and acquisition of equipment for that facility and the back-up facility. This grant was awarded as a result of the consolidation of the Town of Boone’s 911 center under Watauga County. This is grant does not require a County match.

Respectfully,

Will Holt  
ES Director



JAMES A. WEAVER  
 SECRETARY & STATE CHIEF  
 INFORMATION OFFICER  
 NC 911 BOARD CHAIRMAN

JEFFREY A. SHIPP  
 NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS  
 NC 911 BOARD EXECUTIVE DIRECTOR

June 29, 2022

Mr. Will Holt  
 Emergency Services Director  
 184 Hodges Gap Rd., Suite D  
 Boone, NC 28607

Dear Will:

The North Carolina 911 Board Grant Committee completed the FY 2022 Priority One Grant Program review and evaluation of all grant applications received. Committee recommendations were made to the Board on April 29, 2022. Via electronic submission of this letter, I am pleased to advise the recommendation of the Committee was unanimously approved by the Board for the PSAP portion of the new 911 center facility for the **Consolidation of the Boone PD PSAP with Watauga County Communications** grant project, in the award amount of **\$2,797,012.69** as described in the grant agreement accompanying this letter.

Please indicate your intention to accept the award by replying to me by e-mail at [pokey.harris@nc.gov](mailto:pokey.harris@nc.gov) no later than Wednesday, July 6, 2022.

Also, by electronic submission with this letter, you have received the required grant agreement. Once reviewed and approved, please sign the agreement electronically and return the signed agreement to me via e-mail. I will then send an electronic copy that contains the countersignature back to you for your files. The grant agreement must be returned no later than ninety (90) days from the date sent to you as the grantee, which will be Thursday, September 29, 2022. Please note, return of the agreement after this date will result in de-obligation of the award.

Please contact your Regional Coordinator, Stephanie Conner, if you have any questions or need additional information. Should you have questions specific to the content of the grant agreement, you may also wish to have your attorney reach out to Amanda Reeder, legal counsel for the Board.

Congratulations on your award!

Sincerely,

L.V. Pokey Harris  
 Executive Director  
 North Carolina 911 Board

Contract No.

## AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2022 by and between **Watauga County**, the **Grantee**, a local government established pursuant to N.C. Gen. Stat. §160A-462 North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together “the Parties”) hereby agree as follows:

### WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to consolidate its PSAP operations with the Town of Boone PD PSAP, under the supervision and direction of Grantee, which will include relocating the primary PSAP, installing a fiber connection, installing a new Eventide recorder, and upgrading radio equipment at consoles; and

WHEREAS the 911 Board allocated funds for the purposes identified in the grant application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

- a. Project: The consolidation of the Boone PD PSAP with Watauga County Communications.
- b. Deobligation: the 911 Board’s cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant Funds: the amount authorized for award by the 911 Board in the amount of two million, seven hundred ninety-seven thousand, and twelve dollars and sixty-nine cents (\$2,797,012.69).
- e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- f. Grantee: Watauga County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(2).
- g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. 143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

h. **Interlocal agreement:** refers to the agreement submitted as an addendum to the Grant application by and between Watauga County and the Town of Boone, attached hereto as Exhibit C.

i. **State Funds:** Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts by the General Assembly and actions of the Budget Director.

j. **Subgrantee:** As defined in N.C. Gen. Stat. § 143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. **Unit, or unit of local government:**

As defined in N.C. Gen. Stat. § 143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. § 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. § 160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. **Scope of Project:** To construct a new 911 center facility in a building purchased by the County that will house emergency management, the emergency operations center, and the 911 center, incorporating necessary building systems, technology systems, and upfitting the center for the purpose of providing 911 service. This includes the purchase of MCC7500E radio consoles, fiber connection, and an Eventide recorder for the new Primary PSAP and Backup PSAP, as well as facility construction for the PSAP area of the new center.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. § 143B-1406 and which are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. Construction of a new 911 center facility within the County's new Emergency Services Complex. The PSAP will be provide working space for six (6) workstations with space for future expansion.

2. The purchase of Emergency Telephone System Fund (ETSF) ineligible radio equipment for ten (10) approved console positions, with six (6) positions located in the Primary PSAP and four (4) positions located in the Backup PSAP.
  3. The purchase and installation of fiber connection between the Primary and Backup PSAPs, along with independent fiber connections for the Primary and Backup NC to the State Highway Patrol M-Core in Newton NC.
  4. The purchase of non-eligible items and maintenance for the Eventide recorder package for the Primary PSAP.
  5. Adherence to rules for PSAP facilities within 09 NCAC 06C.0210, and for the use of grant funds, as stated within 09 NCAC 06C.0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.
  6. Coordination of technology purchases and facility design to ensure continued compliance with the State NG911 system, including GIS call routing.
  7. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with details of the architectural and building plans representing any changes from the Grant Application. Revisions and work plan changes shall identify permitting, environmental and geotechnical site survey results, any abatement requirements, an assessment of the tower as proposed in the Grant Application, and associated costs as well as the source(s) of funds to complete any conditions, contingencies, or abatements. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
- e. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the grant application and approved project budget.
- f. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
- g. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

- a. If changes or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation.

- a. Grantee shall ensure that all participating Units of Government satisfy all standards and requirements for eligibility under the FCC Order and Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
- b. Grantee shall be responsible for billings and collections activities involving Participating Units of Government.
- c. Participating Units of Government include the Town of Boone within Watauga County. Grantee may give notice to 911 Board of additional units of government participating in the Consortium at any time. Termination of any Unit of Government's participation shall constitute an event of dissolution or disassociation of the Consolidation.
- d. Consolidation of Town of Boone PD with Watauga County Communications will result in modification of disbursements from the 911 Fund, and such modifications will be implemented in conjunction with Grantee's progress reports and the project schedule.
- e. Existing PSAPs are in operation and funded via tax revenues only. In accordance with the interlocal agreement, PSAPs will continue to provide funding via tax revenues in support of enhanced 911 functions for the overall public health and safety of the citizens of Watauga County.
- f. Watauga County Communications Center will answer, and process all calls for service for the Town of Boone, as well as the unincorporated areas of the county. This includes calls for service for medical, fire, rescue, law enforcement, animal control, forestry, and emergency management. It is also proposed and a part of the Grant



Application for the Center to house the Emergency Operations Center, again providing improved, consolidated dispatching services to the citizens during disasters.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through June 30, 2024. (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement shall be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is anticipated to be completed in approximately twenty-four (24) months. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(b) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project milestones are identified in the Grant Application, as supplemented by an updated submission on June 20, 2022, and incorporated into Exhibit A, are incorporated herein by reference.

c. The Watauga County PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

7. Delivery of Grant Funds. The total Grant Funds equal Two Million, Seven Hundred Ninety-Seven Thousand, twelve dollars and sixty-nine cents. (\$2,797,012.69) Dollars. Grant Funds shall be held by the 911 Board and delivered at a maximum as follows:

a. \$2,000,000 for construction costs. The funds allocated within this Grant Agreement shall only be used for the portion of the building housing the PSAP. Construction funds are restricted to costs necessary for construction (such as bricks, mortar, and security) and will not include incidentals, such as landscaping.

b. \$789,913.85 for the purchase of 10 MCC7500E console equipment and installation that are ETSF ineligible.

c. \$2,000 for fiber connection related to ETSF ineligible computer hardware expenses.

d. \$5,098.84 for Eventide recorder ETSF ineligible items and maintenance.

e. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of the grant, to include professional work

performed and invoices for supplies. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

f. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the policies of the 911 Board.

g. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

h. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

i. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Any actions taken pursuant by a party to an interlocal agreement constituting withdrawal from the consolidation shall cause an accounting and the withdrawing party shall be financially responsible for returning grant funds identified to support the interlocal agreement. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of grant funds to the Board.

j. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- k. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
- l. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.
- m. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant application. All general funds shall be expended prior to fully expending Grant funds.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. Further expenditures for travel, conferences, software, or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the approved budget may be reimbursed at the rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
- b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or

reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the Budget Allocation (7(a) through (d) hereinabove) is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the 911 Board. Grant funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding

received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. Failure to complete any necessary permitting, environmental abatement or failure to appropriate funds to complete such permitting or abatement, shall result in termination of this Agreement. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

c. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination, which are incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its

contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such third party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the third party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M.0401. These remedies include, but are not limited to, reducing, or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party.

a. The Grant is subject to repayment upon dissolution or discontinuation of the consolidation by local government entities. Repayment shall be determined on a pro-rated basis if dissolution or disassociation occurs within ten years of the effective date of this Agreement. Repayment amounts shall equal a sum equal to the Grant Funds multiplied by a fraction, the numerator of which is the number of years or fractions thereof remaining in a 10-year period from the effective date and the denominator of which is 10 years. The resulting sum shall be repaid to the Board as may be agreed by the Parties, provided that the term for repayment shall not exceed the years represented in the numerator described above. If any such sum is not repaid, the Board may reduce distributions from the 911 Fund in like amounts to both PSAPs. This obligation shall survive the End Date.

b. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a

response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

c. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

d. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds); or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County and parties to the interlocal agreement submitted with the Grant Application confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as:

misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with NCGS 14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of NCGS 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure.

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.



22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and,
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

- b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.
- f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
- g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
- i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.
- j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2.
25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either

Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* and N.C. Gen. Stat. §143B-1412. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
- b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.
- c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one

or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board:           Attn: L. V. Pokey Harris, Executive Director  
   N.C. 911 Board  
   P.O. Box 17209  
   Raleigh, NC 27609

Ph: 919-754-6621  
 E-Mail: pokey.harris@nc.gov

If to Grantee:                    Attn: Will Holt  
   Watauga Emergency Services Director  
   184 Hodges Gap Road  
   Suite D  
   Boone NC 28607

Ph: 828-264-4235  
 E-Mail: Will.Holt@watgov.org

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Watauga County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

By:

\_\_\_\_\_

Chief Finance Financial Officer

**N.C. 911 Board**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed herein and shall be revised consistent with progress reports and budgets for the Watauga County PSAP.
4. Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning the fifth day of the month following execution of this Agreement and continue thereafter on the fifth day of each month for the term of the Agreement.
  - a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
  - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
  - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any federal or other assistance needed to resolve the situation.
  - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

- c. Interim reports shall be delivered not less than annually.
6. Final Project Report
- a. The Grantee shall submit one copy of the final project report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
  - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met. The final report shall be submitted within 45 days after the end of the project period and shall be accompanied by supporting documentation for all expenditures of the grant funds.
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.
8. Timeline of Project Work:

<b>Task</b>	<b>Action Required</b>	<b>Responsible Party</b>	<b>Estimated Completion</b>
Selection of Property for PSAP	Approval	County Commissioners	March 1, 2022
Initial Meeting with Architectural Firm	Meeting	WCES/County Manager	March 18, 2022
Grant Presentation	Meeting	WCES/County Manager	April 19, 2022
Request for Qualifications Advertised	Public Notice	County Manager	June 27, 2022
Execution of Grant Agreement	Approval	911 Board/County Commissioners	July 19, 2022
Bid Award for Architectural Design	Approval	County Commissioners	September 6, 2022
Bid Award for Construction	Approval	County Commissioners	April 1, 2023
Facility Construction (can be further broken into phases if needed)	Construction	Architect/General Contractor/County	April 1, 2024
Construction of 10M Fiber Connection at new facility	Construction	BREMCO/MCNC	120 days from agreement

Installation of MCC7500Es	Construction	Motorola Solutions	150 days from agreement at backup center, pending new facility construction
Staff Training on MCC7500s	On-site Training	Motorola Solutions	Following Installation
Grant Closeout	Review	County Staff/911 Board	June 1 - 30, 2024



Exhibit B  
Grant Application

Grantee's Grant Application is incorporated by reference.

Exhibit C  
Interlocal Agreement

STATE OF NORTH CAROLINA

WATAUGA COUNTY

**INTERLOCAL GOVERNMENTAL AGREEMENT  
REGARDING CONSOLIDATION OF 9-1-1 DISPATCH SERVICES FOR  
WATAUGA COUNTY AND THE TOWN OF BOONE**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of May, 2022, by and between WATAUGA COUNTY, (hereinafter referred to as "COUNTY") and the TOWN OF BOONE, (hereinafter referred to as "TOWN") for the purpose of consolidating 9-1-1 dispatch services.

**WITNESSETH:**

**WHEREAS**, Watauga County and the Town of Boone are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement with the signatories hereto having been authorized to execute this document on behalf of the Watauga County Board of Commissioners and the Boone Town Council; and

**WHEREAS**, the jurisdictions and residents of Watauga County would benefit in terms of life, safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to the County and the municipalities and fire protection departments within the County; and

**WHEREAS**, the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a consolidated PSAP, to be hereinafter known as "Watauga County Communications"; and

**WHEREAS**, the establishment of such PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions, together with such other jurisdictions as may hereafter contract with the undersigned for 9-1-1 dispatch services; and

**WHEREAS**, the COUNTY is willing to provide police, fire, and emergency medical service communications with the combined dispatching operations to be located at the Watauga County Communications Center, which will serve as the central location for citizens to make and receive calls for public safety needs, subject to the execution of this Agreement.

**NOW, THEREFORE** in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

1. The effective date of this agreement and contract shall be 12:01 AM on May 1, 2022, and the agreement shall continue in effect until terminated by the consent of the undersigned parties, subject to the termination processes and procedures noted herein.
2. The COUNTY agrees to assume all operational responsibility for emergency services dispatch for the Town of Boone beginning May 1, 2022.
3. The COUNTY and TOWN mutually agree that the combined dispatching operations will be managed by the COUNTY. The County and Town will hold regular coordination meetings, at a minimum quarterly, in order to communicate feedback, and review overall service.

4. The COUNTY and TOWN agree that the Town of Boone Police Department communications services will be consolidated into and assumed by the Watauga County Communications Center and, in connection therewith, six full-time Boone PD telecommunicator positions will be transferred to and become County employees, all as set forth herein. The transfer of these six positions reflects the COUNTY assuming all E-911, other emergency calls, time sensitive calls, automated alarms, etc. and the TOWN will make reasonable efforts to filter administrative calls.
5. Transferred dispatchers becoming County employees hereunder will be subject to the provisions of the Watauga County Personnel Ordinance and the County's administrative policies, as well as all future amendments thereto, effective on the date of the transfer to the County. In addition, such employees will be entitled to all County benefits afforded to regular County employees.
6. The TOWN shall pay the COUNTY, as compensation for the dispatch services, the amount of \$415,940 annually for the services described herein. Said compensation amount shall be subject to adjustment annually at the base rate referenced above plus the rate of the annual Consumer Price Index increase as published by the United States Department of Labor for South Urban Size B/C for the period ending December 31, not to exceed 5% annually. Prior to May 1 of each year that this Agreement is in effect, the County Manager shall notify the Town Manager of the projected compensation cost associated with this Agreement. The TOWN shall include such amount in its annual budget for the fiscal year commencing on July 1. The COUNTY shall invoice the TOWN quarterly, with payments due September 30, December 31, March 31, and June 30.
7. In lieu of the pro rata payment for services for the month of May and June 2022; the TOWN shall:
  - a. Transfer equipment listed in Appendix A used in the operation of the Boone PD PSAP to the COUNTY. Once transferred, the COUNTY shall continue to house the equipment in the Boone PD facility as a back-up facility pending construction of the new Primary PSAP. In the event that the TOWN should receive a favorable offer for the 1500 Blowing Rock Road property the TOWN will notify COUNTY of the pending sale and allow a minimum of 90 days for relocation of equipment used for backup facility.
  - b. Agree to waive permit, system development fees, and tap fees for water and sewer to the Emergency Services facility to be constructed by the COUNTY at 673 Brookshire Road. The COUNTY shall be responsible for usage of water and sewer once the facility is occupied and any alterations occurring after initial occupancy.
8. The COUNTY agrees to maintain a staffing level that incorporates the six positions referenced in this agreement in addition to COUNTY communications staff. The COUNTY will train all dispatchers to handle fire, emergency medical service, rescue squad, emergency management and law enforcement calls and to require all dispatchers to obtain, in a timely manner, any certifications necessary to allow said personnel to handle all emergency services calls.
9. Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the COUNTY.
10. This agreement is subject to, and shall be construed in accordance with, the laws of North Carolina and has been duly approved by both the TOWN and the COUNTY.

11. In the event that any party desires to terminate this Agreement, said party must give 24 months' advance written notice to the other party, and the withdrawal shall take effect only as of the beginning of the next full fiscal year following such notice. By way of example, and not in limitation: if notice is delivered later than the end of business on June 30 of a given year, the Agreement shall continue until the end of the following fiscal year, (e.g. notice given July 1, 2022, or later in that same fiscal year, equates to withdrawal on June 30, 2024). This advance written notice may be waived if agreed upon by the governing bodies of both the COUNTY and TOWN. Upon such termination if such alterations require repayment of funds, the withdrawing party agrees to pay all cost associated with any repayment of North Carolina 911 Board PSAP Priority One Collaboration Grant funds that may be due to the State. It is agreed by both parties that the consolidation of the Primary PSAPs is final and that no future separation of the COUNTY and TOWN into multiple Primary PSAPs can occur once this Agreement is enacted.

12. Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, with return receipt requested, to the other party. Notice must be delivered as indicated to the following address or such other address as either party may, from time to time, designate in writing for the receipt of notice:

**COUNTY:**  
County Manager  
814 West King Street  
Suite 205  
Boone, NC 28607

**TOWN:**  
Town Manager  
567 West King Street  
Boone, NC 28607

13. The parties may only amend this Agreement in writing with the approval of both Boards and with the subsequent signatures of the respective duly authorized representatives.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year as written above.

**WATAUGA COUNTY**

  
\_\_\_\_\_  
John Welch, Chairman

  
\_\_\_\_\_  
Misty Watson  
County Finance Director

**ATTEST:**


  
\_\_\_\_\_  
Anita J. Fogle  
Clerk to the Board

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

**TOWN OF BOONE**

  
\_\_\_\_\_  
Tim Futreffe, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Nicole Harmon  
Town Clerk

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

  
\_\_\_\_\_  
Amy Davis  
Town Finance Director

**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

*D. Proposed Utility Easement for Sampson Property*

**MANAGER'S COMMENTS:**

Mr. Will Holt, will request the Board approve an easement with Blue Ridge Electric Membership Corporation for the Sampson Tower site. The State will utilize the site for VIPER communications and be responsible for the maintenance and upkeep of the equipment and tower.

Board approval is required to execute the easement with Blue Ridge Electric Membership Corporation for the Sampson Tower site for VIPER communications.



# 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**

July 14, 2022

**To:** Board of Commissioners

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

**Subject:** Granting of Utility Easement to Blue Ridge Energy

Board of Commissioners,

Please consider my request to grant both an overhead and underground utility easement to Blue Ridge Energy for the newly constructed public safety radio site at 1432 Sampson Road. This site equipment, facilities, and tower is owned by the State of North Carolina, however the land is owned by Watauga County.

Respectfully,

Will Holt  
ES Director

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION  
OWNER'S AGREEMENT  
for  
INSTALLATION OF UNDERGROUND SERVICE

**AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Blue Ridge Electric Membership Corporation hereinafter called the Cooperative, and \_\_\_\_\_ hereinafter called the Owner.

WITNESSETH

WHEREAS, the Owner has requested that the Cooperative install underground service on his premises located at \_\_\_\_\_ and agrees to make any required contribution in aid of construction as defined in the Cooperative's Service Rules and Regulations;

NOW, THEREFORE, in consideration of the Cooperative's and the Owner's mutual promises, the parties hereto agree that the Cooperative will install, own and maintain the underground distribution facilities on the aforesaid premises under the following terms and conditions:

1. The underground distribution facilities covered by this agreement will provide electric service for the aforesaid premises.
2. The Owner will grant a satisfactory easement for the Cooperative's facilities without cost to the Cooperative.
3. Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground as determined solely by the cooperative in accordance with the current construction design practices of the cooperative.
4. The cooperative will provide service to a single transformer using a loop system design at the request of the member who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
5. Existing overhead distribution facilities will remain installed overhead unless the member desires to have them installed underground. Distribution feeders necessary to serve a new underground subdivision will be installed overhead unless the owner agrees to pay for the cost of underground facilities.
6. Prior to the installation of the underground distribution system by the cooperative, the final grade levels of the building sites shall be established by the member. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access to the cooperative's equipment to the installation site; to allow installation of underground facilities at proper depth and before streets, curbs, or other obstructions are installed; and to eliminate digging into the underground electrical facilities after installation.

Should streets, curbs, or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the cooperative, payment for these additional expenses shall be made to the cooperative by the member. Should established lots or final grade levels change after installation of underground electrical



facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expense to the cooperative, payment for these additional expenses shall be made to the cooperative by the member.

7. Should existing sidewalks, septic tank systems, fuel tanks, other utility lines, or other man-made obstructions result in additional expenses to the cooperative, payment for the same will be made by the member.

8. Actual costs incurred to comply with special requirements, if any, of municipalities, state and federal highway agencies or departments regarding a breaking of pavement, ditching, backfilling, and other related conditions, will be paid by the member.

9. Member agrees to pay actual additional cost incurred by the cooperative due to adverse conditions, such as: rock or the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, blasting is required; or, if abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench.

10. The cooperative's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises, or permits for the installation of such service from those requesting the underground facilities. The cooperative shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees, grass sod and driveways will be that of the member. Reseeding of trench cover will be done by the member. Shrubs, trees, or any other obstacle shall not be placed within ten feet of the transformer cabinet or cabinet openings which would hinder the access of the cooperative at any time.

11. Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the member elects to pay the "in and out" cost of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for normal fees only at a transformer or pedestal location.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

\_\_\_\_\_  
(Owner)

Blue Ridge Electric Membership Corporation

\_\_\_\_\_  
(Authorized Agent)

**UTILITY EASEMENT**

Return to: Blue Ridge Electric Membership Corporation

STATE OF NORTH CAROLINA

COUNTY OF Watauga

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Watauga County  
(A North Carolina Corporate Body Politic), on behalf of [*himself/herself/itself*], and [*his/her/its*] heirs, executors, administrators, successors and assigns (collectively, "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION and its subsidiaries, and their successors, assigns, lessees and licensees (collectively, "Grantee"), a perpetual right-of-way and easement upon, over and across the lands of the Grantor situated in Watauga County, North Carolina, more particularly described as follows: A tract of land approximately .31 acres in size as described in that deed recorded at Deed Book 2183, Page 904, Watauga County Registry, currently known as Tax Parcel #2838-15-5079-000 (the "Premises").

**Underground Facilities** \_\_\_\_\_ (*Initial to grant underground facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly ten (10) feet to either side of the centerline of said lines or system as installed, measuring twenty (20) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct (by digging, trenching or other means), reconstruct, relocate, repair, operate, upgrade, alter and maintain underground electric distribution facilities, lines and conduits, as well as transformers, service connections, communications lines, fiber optics cables, cabinets, and other apparatus and appliances, either above ground or below ground, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; and to clear land outside the easement within ten (10) feet of the service door of any transformer or cabinet, and to keep the area within ten (10) feet of said door clear of trees and shrubbery (regardless of how long said vegetation has been permitted to grow), structures and other obstructions.

**Overhead Facilities** \_\_\_\_\_ (*Initial to grant overhead facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly fifteen (15) feet to either side of the centerline of said lines or system as installed, measuring thirty (30) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct, reconstruct, relocate, repair, operate, upgrade, alter and maintain upon the easement, and upon all abutting streets, roads or highways, one or more lines or systems, including poles, cross-arms, wires, guys, anchors, cable, transformers, antennae, amplifiers, communications cabinets and other apparatus and appliances, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to install, maintain and use anchors, stub poles and guy wires on land adjacent to the easement; to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the

land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; to prohibit the construction of buildings or other facilities on the Premises within such proximity to any above-ground electric or communications facility that would endanger the operation or prevent the maintenance of the facility; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the easement which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the easement, regardless of how long said vegetation has been permitted to grow.

#### **Additional Terms of All Easements**

Construction of new facilities on property outside the footprint of the easement and future extensions of facilities beyond the footprint of the easement are not permitted by this Agreement. In the event facilities outside the footprint of this easement are contemplated, additional easement rights may be acquired.

Once construction is complete, in the event Grantee exercises its rights of ingress and egress, Grantee shall repair any damage it shall do to Grantor's private lanes, roads, and/or crops that result from Grantee's ingress and egress.

Grantor further gives, grants and conveys to Grantee, its agents, employees and contractors, the right to relocate its facilities, and the corresponding easement, over the Premises to conform to any future highway or street relocation, widening or improvement.

Grantor shall retain all other rights to his lands not inconsistent with the rights and easements herein conveyed, but Grantor cannot interfere with or endanger the construction, operation, or maintenance of Grantee's facilities.

The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time to time, to exercise any or all of them.

Grantor agrees that all poles, wires, structures, antennae, accessories and other facilities installed on the Premises by Grantee shall remain the property of Grantee, removable at the option of the Grantee.

Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, or any interest therein, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except as expressly hereinafter stated.

Exceptions: \_\_\_\_\_

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements aforesaid unto the said Grantee forever.

FOR OFFICE USE ONLY: SWO 774062

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Corp. /LLC

BY : \_\_\_\_\_ (SEAL)

Print Name and Title: John Welch, Chairman Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that John Welch personally came before me this day and acknowledged that he (or she) is chairman of Board of Commissioners, a corporation, and that he (or she), as chairman being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(Official seal)*

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_.

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, LLC, a North Carolina Limited Liability Company, and that he/she, as \_\_\_\_\_, being authorized to do so, executed the forgoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(Official seal)*

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My Commission expires: \_\_\_\_\_.

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**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

*E. MOA with NCDOT for Debris Management*

**MANAGER'S COMMENTS:**

Mr. Will Holt, will request the Board approve a MOA with the NCDOT for debris management. The MOA would expedite debris removal during times of disaster.

Board approval is required to accept the MOA with the NCDOT for debris management.



# 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**

June 28, 2022

**To:** Board of Commissioners

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

**Subject:** Memorandum of Agreement with NCDOT for Debris Management

Board of Commissioners,

Please consider my request to the attached Memorandum of Agreement with the North Carolina Department of Transportation for debris management. This MOA would allow the County (and its contractors) to remove debris from the State Right-of-Way in times of disaster, expediting the debris removal process, streamlining the process for our citizens, and alleviating strain on local DOT resources allowing them to repair roadway infrastructure or other needs in disaster. This is part of our overall debris management plan, and it should be noted that this MOA is for the initial agreement, but execution of the NCDOT Form SSR-1 (Appendix A) is required for each individual disaster to allow for flexibility based on size and scope.

Respectfully,

Will Holt  
ES Director



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY



May 4, 2021

Deron Geougue

SUBJECT: Disaster Related Debris Removal Agreement ID #11184

Please find enclosed duplicate originals of a special Agreement for Disaster Related Debris Removal within the County’s jurisdiction. As described in the Agreement, in the event of a declaration of a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency, Watauga County will be able to remove and dispose of disaster related debris on all released State System Roads, and the Federal Emergency Management Agency (FEMA) will be able to provide reimbursement for emergency services. In the event of a future federally-declared disaster, a blank Appendix A (page at the end of the Agreement) should be filled out by Town officials for each future event.

After the County has reviewed and executed both originals, please return them to my attention, within ninety (90) days. The Department of Transportation will execute the agreements and send one fully executed agreement back to the County.

If you have any questions, please contact Joshua Kellen at 919-733-3725 or by e-mail at [jkellen@ncdot.gov](mailto:jkellen@ncdot.gov). Thank you.

Sincerely,

Tim McHugh, Contract Officer  
NCDOT - Local Programs Management Office  
1595 Mail Service Center  
Raleigh, NC 27699-1595

Enclosures (2)



NORTH CAROLINA

**DISASTER RELATED DEBRIS REMOVAL  
AGREEMENT**

WATAUGA COUNTY

DATE: 5/4/2022

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

AND

WBS Element: N/A

WATAUGA COUNTY

THIS SPECIAL Agreement, hereinafter referred to as “Agreement” is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Watauga County hereinafter referred to as the “Local Government,” collectively referred to hereinafter referred to as “the Parties.”

**WITNESSETH:**

**WHEREAS**, this Agreement is made between the Department and the Local Government for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

**WHEREAS**, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as “the NCEOP”, the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the “Stafford Act”, as it relates to this Agreement; and,

**WHEREAS**, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as “MAP-21,” allows the Federal Emergency Management Agency, hereinafter referred to as “FEMA,” to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as “FHWA,” routes; and,

**WHEREAS**, the Local Government has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

**WHEREAS**, the Parties have conferred as to the best methods and practices to allow the Local Government to assume these responsibilities.

**NOW, THEREFORE**, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

### **DEFINITIONS**

1. For purposes of this Agreement, the following definitions shall apply:
  - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
  - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

### **DESCRIPTION OF WORK**

2. The Local Government shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Local Government shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Local Government shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

### **TIME FRAME**

4. This Agreement shall remain in effect for five (5) years from the date of execution included herein. This Agreement may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the Parties. On behalf of the Local Government, extensions may be authorized and executed by the official as designated without further resolution of the Local Government.
5. All work pursuant to this Agreement shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the Department and Local Government.

## REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Local Government shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Local Government.

## PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Local Government be responsible for removal of debris from the right of way of State Routes, the Local Government shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Local Government for disaster related debris removal.
8. The Department will review the Local Government's *Request Release of State System Roads*, Form SSR-01 (attached as Appendix A) and respond in writing indicating whether the Department has approved or denied the request from the Local Government for removal of disaster related debris under the terms of this Agreement. If approved, this action will be considered the Local Government's "Notice to Proceed" with the work.
9. When the Local Government is approved for the removal of disaster related debris on State Routes under the terms of this Agreement, the Local Government will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Local Government shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Local Government shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

**ADDITIONAL PROVISIONS**

12. This Agreement may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
13. This Agreement may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
14. This Agreement is solely for the benefit of the identified Parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
15. The Local Government shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
16. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Local Government certifies, that neither it nor its agents or contractors performing work included in this Agreement are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
17. The Local Government shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the Local Government in connection with the work included in this Agreement and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any Local Government performing work included in this Agreement under contract with the Local Government.
18. The Local Government is solely responsible for all agreements, contracts, and work orders entered into or issued by the Local Government for the work included in this Agreement. The Department is not responsible under this Agreement for any expenses or obligations incurred for the work included in this Agreement.
19. The Local Government agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this Agreement. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

20. In compliance with state policy, the Local Government shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. The Local Government and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Local Government shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
23. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)) and the Federal Single Audit Act Amendments of 1996, the Local Government shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Local Government shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Local Government's fiscal year ends.
24. The Department must approve any assignment or transfer of the responsibilities of the Local Government set forth in this Agreement to other parties or entities.
25. In no way shall it be construed or implied that either the Department or the Local Government is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
26. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
27. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
28. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

29. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Local Government by authority duly given.

L.S. ATTEST:	AUTHORIZED OFFICIAL:
BY: _____	BY: _____
PRINT: _____	PRINT: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

NCGS 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.

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

566001816

Remittance Address:

814 W. King Street  
Suite 216  
Boone, NC  
28607

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(DIVISION ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_





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**AGENDA ITEM 8:**

**EMERGENCY SERVICES MATTERS**

*F. Remediation of VHF Radio Components*

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board expend \$82,517.50 for VHF remediation. Adequate funds are available in the FY 2022-2023 budget to cover the expense.

Board approval is required to accept Motorola Solutions quote in the amount of \$82,517.50 for VHF remediation.



# 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**

June 28, 2022

**To:** Board of Commissioners

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

**Subject:** Remediation of VHF Radio Components

Board of Commissioners,

Please consider my request to authorize the remediation recommendations for the VHF radio equipment at our tower sites. This is part of our radio infrastructure project as certain VHF frequencies must be retained for dispatching purposes. Funds for these radios have been budgeted within the capital improvement plan.

Respectfully,

Will Holt  
ES Director



**Quote Number:** QU0000528472  
**Effective:** 16 MAY 2022  
**Effective To:** 15 JUL 2022

071922 BCC Meeting

**Bill-To:**  
WATAUGA COUNTY  
184 HODGES GAP RD  
BOONE, NC 28607  
United States

**Ultimate Destination:**  
WATAUGA COUNTY  
184 HODGES GAP RD  
BOONE, NC 28607  
United States

**Attention:**  
**Name:** Will Holt, Communications Director  
**Phone:** 828-455-2904

**Sales Contact:**  
**Name:** Randy Heaton MR  
**Email:** randyheaton@callmc.com  
**Phone:** 8284552904

**Contract Number:** NC STATE NON ARIBA -725G  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	T7039A	GTR 8000 Base Radio	-	-	-
1a	2	X182CB	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160	\$1,380.00	\$1,173.00	\$2,346.00
1b	2	X265AM	BR PRESELCTOR, 150-174 MHZ	\$500.00	\$425.00	\$850.00
1c	2	CA01949AA	ADD: ANALOG ONLY CONV SW	\$6,700.00	\$6,700.00	\$13,400.00
1d	2	CA02446AA	ADD: G-SERIES INDOOR CABINET 15 Rack Units	\$1,250.00	\$1,062.50	\$2,125.00
1e	2	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18	-	-	-
1f	2	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$5,355.00	\$10,710.00
1g	2	CA01400AA	ADD: POWER CABLE, DC	-	-	-
2	3	T7039A	GTR 8000 Base Radio	-	-	-
2a	3	X182CB	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160	\$1,380.00	\$1,173.00	\$3,519.00
2b	3	X265AM	BR PRESELCTOR, 150-174 MHZ	\$500.00	\$425.00	\$1,275.00
2c	3	CA01949AA	ADD: ANALOG ONLY CONV SW	\$6,700.00	\$6,700.00	\$20,100.00
2d	3	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$42.50	\$127.50
2e	3	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18	-	-	-
2f	3	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$5,355.00	\$16,065.00
3	12000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$12,000.00

**Total Quote in USD**

**\$82,517.50**

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
  - >Have a PO Number/Contract Number & Date
  - >Identify "Motorola Solutions Inc." as the Vendor
  - >Have Payment Terms or Contract Number
  - >Be issued in the Legal Entity's Name
  - >Include a Bill-To Address with a Contact Name and Phone Number
  - >Include a Ship-To Address with a Contact Name and Phone Number
  - >Include an Ultimate Address (only if different than the Ship-To)

- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**AGENDA ITEM 9:**

**REQUESTED ACCEPTANCE OF NORTH CAROLINA DEPARTMENT OF AGRICULTURAL AND CONSUMER SERVICES – DIVISION OF SOIL & WATER CONSERVATION FUNDING FOR THE PROJECT STREAMFLOW REHABILITATION PROGRAM (StRAP)**

**MANAGER’S COMMENTS:**

Ms. Michelle Kasey and Mikey Woodie, Soil and Water, will request the Board accept \$159,750.00 from the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, for the StreamFlow Rehabilitation Program (StRAP) project.

Board approval is required to accept the \$159,750.00 from the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, for the StreamFlow Rehabilitation Program (StRAP) project.



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

June 27, 2022

Graham Fox  
Watauga SWCD  
971 West King Street  
Boone, NC 28607

**NOTIFICATION OF FUNDING OFFER**

Dear Graham Fox,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that \$159,750.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:  
Heather Reichert  
Administrative Specialist  
Heather.reichert@ncagr.gov

Original signatures email:  
Heather Reichert, Administrative Specialist  
N.C. Department of Agriculture & Consumer Services, Division Name  
1614 Mail Service Center  
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

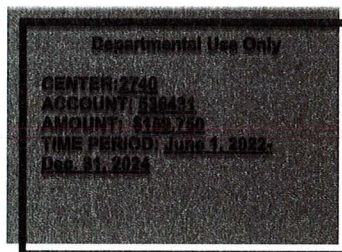
Sincerely,

N. David Smith  
Chief Deputy Commissioner

Enclosures  
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov  
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001  
(919) 707-3033 • Fax (919) 715-0026  
An Equal Opportunity Affirmative Action Employer

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



**North Carolina Department of Agriculture and Consumer Services  
Division of Soil & Water Conservation**

**Streamflow Rehabilitation Assistance Program– Government**

**CONTRACT # 22-080-4050**

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Watauga SWCD, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001816 and is physically located in Watauga County and is further located at 971 West King Street Boone, NC 28607.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.



**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**II. Effective Period:**

This Contract shall be effective on **June 1, 2022**, and shall terminate on **December 31, 2024**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

**III. Grantee's Duties:**

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

**IV. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$159,750.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (50%) of the award amount **\$79,875.00** should be encumbered by contracts.

- a. There are no matching requirements from the Grantee.  
 b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$

- c. The Grantee's matching requirement is \_\_\_\_\_, which consists of:

	In Kind	\$
	Cash	\$

The total Contract amount with matching funds is \$ \$159,750.00

#### **V. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

#### **VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

#### **VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

#### **VIII. Reporting Requirements:**

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
  - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
  - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
  - First report will be due on or before the last day of October 2022.
  - The quarterly report will be submitted using the form shown as *Attachment F- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report*. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
  - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
  - Grantee shall submit a *Streamflow Assistance 50% Progress Report (Attachment G)* by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
  - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
  - Grantee will provide award letters for any subgrant.
  - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

#### **IX. Payment Provisions:**

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using *Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be

made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" <https://www.osbm.nc.gov/budget/budget-manual>

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

**Indirect costs are not allowable expenditures under this Contract.**

#### **X. Fraud, Waste and Abuse**

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: <https://www.ncagr.gov/internalaudit/ReportForm.htm>

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

**XI. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<b>Heather Reichert</b> <b>1614 Mail Service Center</b> <b>Raleigh, NC 27699-1614</b> Telephone: 919-707-3768 Email: <a href="mailto:heather.reichert@ncagr.gov">heather.reichert@ncagr.gov</a> Grants & Contracts General Email: <a href="mailto:agr.grants@ncagr.gov">agr.grants@ncagr.gov</a>	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

**For the Grantee:**

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
<i>MSW</i> <del>Graham Fox</del> <i>Mikey Woodie</i> Watauga SWCD 971 West King Street Boone, NC 28607 828-719-3385 <a href="mailto:graham.fox@watgov.org">graham.fox@watgov.org</a>	<b>Same</b>

**XII. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XIII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XI. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

**XIV. N.C.G.S. § 133-32 and Executive Order 24:**

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 or Contract, 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 employee of your organization.

(This space is internally left blank)

**XV. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

**Grantee:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name Title

**Witness:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



**North Carolina Department of Agriculture and Consumer Services**

\_\_\_\_\_  
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner



**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government State Funds)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Watauga SWCD

**PROJECT TITLE/NAME:** Streamflow Rehab Assistance Program

**CONTRACT #:** 22-080-4050

<i>GO Entities Only Check One Box</i>			<i>Document Title</i>	<i>Department Use – Documents Attached or On File</i>			<i>Grants and Contracts- Documents Attached or On File</i>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractual "Check Off List for Grantee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachment A – General Terms and Conditions – Government/University	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachment C – Certifications and Assurances Section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachment D – NC OpenBook Supplemental Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachment E – Signature Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment F – StreamFlow Assistance 50% Progress Report***	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment H- Request for Payment form***	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.						

Rev. 6/17, 4/22

\*\*\*Attachments F, G and H do NOT need to be returned with the final contract

ATTACHMENT B

Streamflow Rehabilitation Assistance Program Scope of Work v.1						
Applicant Name:		Watauga County Soil & Water Conservation District				
Payee Name		ga County Soil & Water Conservation	Payee Tax ID	56-6001816		
STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)						
	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Elk Creek	2000	Large amounts of vegetative debris have obstructed stream flow and is redirected the stream into the banks causing undercutting in several places.	Removal of vegetative debris would allow unobstructed flow of stream and prevent flooding of area. Debris will be burned.	0	\$ 156,000.00
B	South Fork New River	50	A pile of large vegetative debris has accumulated under the River Road bridge.	Removal of debris needed to restore streamflow. Debris will be hauled out.	0	\$ 3,750.00
<b>TOTALS:</b>		2050			0	\$ 159,750.00

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)					
	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					0

Project Timeline		
	Time Period	Milestones
A	July - Sept 2022	Assess Site, Consult with Stream Engineer and Landowners, Sign Contract
B	Oct - Dec 2022	Create Plan, Apply for Necessary Permits, Landowner Outreach
C	Jan - Mar 2023	Removal of Debris - Bank Stabilization
D	Apr - June 2023	Complete Removal of Debris - Bank Stabilization
E	July - Sept 2023	Monitor Sites
F	Oct - Dec 2023	Monitor Sites
G	Jan - Mar 2024	Monitor Sites
H	Apr - June 2024	Continue with Debris Removal as Needed
I	July - Sept 2024	Continue with Debris Removal as Needed
J	Oct-Dec 2024	Monitor Sites



## Attachment A

**PUBLIC SECTOR CONTRACTS (Including Local Governments)****General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

## PUBLIC SECTOR CONTRACTS (Including Local Governments)

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

## **PUBLIC SECTOR CONTRACTS (Including Local Governments)**

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

## **PUBLIC SECTOR CONTRACTS (Including Local Governments)**

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

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**Certifications and Assurances**

Attachment C

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**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,  
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

---

**1. LOBBYING**

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

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

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

---

**2. NONPROCUREMENT DEBARMENT AND SUSPENSION**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

971 West King St.

Boone, NC 28607

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.**

## Watauga County Soil & Water

---

Grantee Organization Name

---

Signature of Authorized Representative

Date

---

Printed Name of Authorized Representative

Title

## NC OpenBook Supplemental Information

**Instructions:** Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

**GRANTEE INFORMATION:**

Grantee Name: Watauga County Soil &amp; Water

County of Residence: Watauga

District Number (MUST BE FILLED IN): 5

Tax Id Number: 56-6001816

UEI Number\*\*: X7B4LX1QQMX6

I have started the UEI process but not received a UEI number. 

\*Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.

Fiscal Year End: 6/30

Grantee's Website: [http://wataugacounty.org/App\\_Pa](http://wataugacounty.org/App_Pa)

(MM/DD) Format

**PROJECT INFORMATION:**

**Brief Description and Background/History of your Organization:** Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Watauga County Soil & Water was established in 1949 to protect and preserve the soil water, and related resources in Watauga County by locally led educational, technical, and financial assistance to all citizens.

Current project timeline: Begin date 6/1/22

End Date 12/31/24

**Expected outcomes and specific deliverables:** Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity.* MAX CHARACTERS: 300

**Expected outcomes and specific deliverables:** Funding for StRAP will clear debris currently blocking Elk Creek and a section of the South Fork New River. Clearing this debris will restore streamflow, prevent catastrophic flooding, and potentially stabilize streambanks.

**Project Location Benefit Information:** (Location(s) in which funding will be spent and/or food commodities will be received.)

 Single County Regional\*\* Mountains Piedmont Inner Coastal Plain Tidewater Statewide

\*\*If your answer is Regional, list all Counties that are receiving benefit:



**Signature Card**

Attachment E



**CONTRACT & FINANCIAL DOCUMENTS**

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

**SECTION I.**

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	56-6001816

**SECTION II.**

Certification:  
 By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~**NON GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)**~~

<del><b>Board Chair, Executive Director, etc.</b></del>	<del><b>Financial Representative, Treasurer, etc.</b></del>
Print Name & Title:	Print Name & Title:
Signature:	Signature:

**GOVERNMENTAL ENTITIES (Must match Contract signature)**

<b>Authorized Governmental Official</b>	<b>Chief Fiscal Officer</b>
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Attachment F

## **Stream Debris Quarterly Report**

### ***Progress Report Form***

Quarterly Final 

Sponsor:
Sponsor Tax ID #:
Contract number:
Date of Report:
Reporting Period:
Form Completed By (Name & Title):
E-mail address:
Effective Date of Contract:
End Date of Contract:
Anticipated Completion Date:

### **Financial Report**

#### **State Expenditures**

Total State Contract Funds:
Previous State expenditures:
State expenditures this reporting Period:
Total State expenditures:
Balance of State Funds:

#### **Recipient Share (Match)**

Total recipient share:
Previous Recipient share of expenditures:
Expenditures this reporting period:
Total Share expenditures:
Remaining recipient share to be provided:

2022-06-20

## Stream Debris Quarterly Report

### **Encumbered Amount (Amount Contracted)**

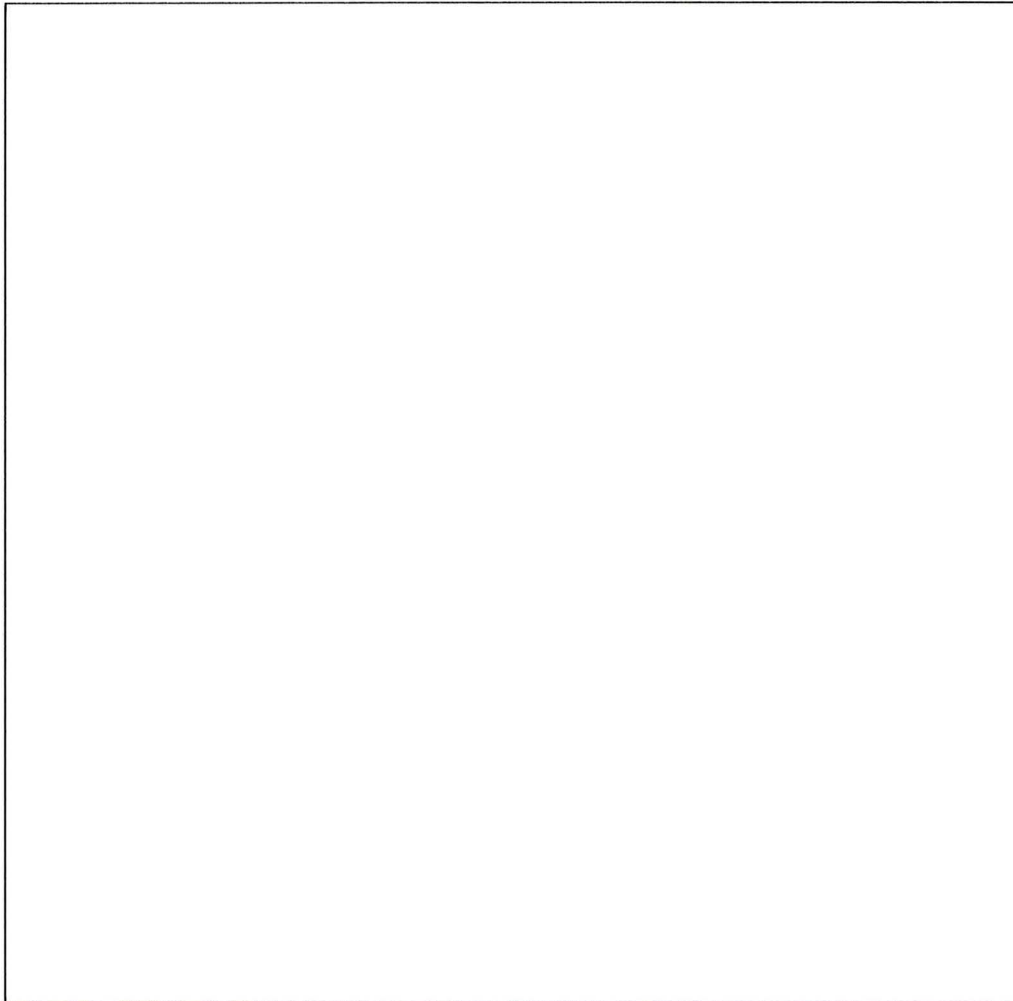
Total State Contract:
Amount of contract Encumbered:
Amount of contract Unencumbered:

### **Performance Report –**

Description of work done this quarter (if no work was done this quarter please explain):

## **Stream Debris Quarterly Report**

Please list all segments on Scope of Work: include who is that segment is contracted with, there address, how much the contract is for (Linear Feet and Dollar Amount), Timeline on contract. If segment is not contracted with anyone, please explain why, and include timeline on when it will be contracted:



2022-06-20

## Stream Debris Quarterly Report

**Project Schedule:**

Any delays:

Yes

No

If any delays or problems, please explain:

**Project Cost Status:**

Cost Unchanged

Cost Overrun

Cost underrun

If Cost is Overrun or Underrun, please explain:

***(Attach additional sheets as necessary.)***

## **Stream Debris Quarterly Report**

***Once form is complete, please attach to the email the budget report for this quarter and any relevant photographs, charts or other documentation that helps demonstrate the status of the project.***

Signature – Authorized Signer \_\_\_\_\_

Date \_\_\_\_\_

Email quarterly reports to [Heather.Reichert@ncagr.gov](mailto:Heather.Reichert@ncagr.gov)

Attachment G

## StreamFlow Assistance 50% Progress Report

**Due NO LATER than FEBRUARY 28, 2023**

Grantee Name:

Person completing report:

### SECTION 1: FINANCIAL REPORTING

Amount of Contract:

Amount of funds encumbered by contracts:

Does this amount equal 50%?                      YES                      NO

- If you answered **yes**, complete section 2 and 3 of this report.
- If you answered **no**, completed section 2 and 4 of this report.

### SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information:

- Name and address of contractor
- Amount of contract
- Contribution to project (brief description of what work they will complete)
- Did a Council/Committee/Commission have to provide approval for the contract?  
    YES                      NO  
    \*\*If yes, provide the date this occurred.
- Date signed
- Contract Number
- When is work expected to begin?

**SECTION 3: PROGRESS REPORT**  
**(If 50% goal has been met)**

*Provide a detailed update on all work that has been completed since contracts with NCDA&CS have been signed. This should be a very detailed report that provides the commission with information about the work that is being done to advance the project.*

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

---

Printed Name and Title Date

---

Signature

Streamflow Assistance 50% report



**SECTION 4: Progressing toward 50% goal**

**(If 50% goal has NOT been met)**

*If you have been unable to secure the required contracts, please provide the reasons why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to meet the 50% of award under contract requirement.*

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

---

Printed Name and Title Date

---

Signature

Streamflow Assistance 50% report

**Streamflow Rehabilitation Assistance Program Project Invoice Form (ver. 1, 4/2022)** Attachment H

Please fill in Parts 1-7 and send, along with necessary backup, to: [Heather.Reichert@ncagr.gov](mailto:Heather.Reichert@ncagr.gov)  **NOG NOT on SFL**

Payee Organization Name	Invoice #
Project Name: <b>Streamflow Rehab Project</b>	Payment Authorization
Contract Number	Tax ID #
Contract Expiration Date	PO Line
Request No.:	Payment Amount
Date:	

<b>Contract Amount:</b>	Amount contract Funds Remaining:			\$0.00
<b>Activity</b>	a	b	c	d
	Contract Budget	Previously Spent from contract Budget	Total spent this invoice period from contract Budget	Total spent to date from contract Budget
STRAP Contracts				\$ -
<b>Amount Requested this Invoice</b>				\$ -

<b>ALL MATCHING FUNDS:</b>	e	f	g	h
<b>Activity</b>	Budgeted Match	Previously Reported Matching Funds	Total matching funds this invoice period:	Total matching funds to date:
Cash				\$ -
In-Kind				\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

<b>Progress on Stream Segments:</b>				
<b>Segment Description (Please refer to Scope of Work) Please add rows as needed</b>	<b>Feet Planned for Treatment</b>	<b>Feet of Stream Completed this Invoice</b>	<b>Total Feet of Stream Completed</b>	<b>Beaver Dams Removed</b>
<b>Totals</b>	0	0	0	0

<b>Progress on PL-566 Watershed Structure Improvement:</b>			
<b>Planned Improvement (Please refer to Scope of Work) Please add rows as needed</b>	<b>Description of Completed Action</b>		<b>Extent of Completed Action (e.g., cu. yd. of sediment removed)</b>
<b>Totals</b>	0	0	0

<b>Administration/Technical Assistance (Not to exceed 15% of total expended contract funds, not including matching funds)</b>	Admin allowed (15% max):	Admin Previously Invoiced :	Total Admin this Invoice	Total Admin Invoiced to Date
	\$ -			\$ -
<b>Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed</b>	Salary/Benefits	Equipment	Supplies	Total
				\$ -
				\$ -

Submitted by:	_____
Title:	_____
Signature:	_____
E-mail Address:	_____
Telephone Number:	_____

<b>DSWC Project Inspection Certification</b>
I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.
Signature of DSWC or NRCS certifying official _____ Date _____
Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Sheriff's Office Out-of-State Travel Request*

**MANAGER'S COMMENTS:**

Captain Preston Russell, Watauga County Sheriff's Office, recently traveled to Gallatin, TN to attend a four day Less Lethal ICP Instructor Course. The course was scheduled from July 11, 2022 through July 15, 2022. As the first meeting in July was cancelled, staff approved the request as funds were allocated in the FY 2022-2023 budget.

Per County policy, Board approval is required to authorize the out-of-state travel after the fact.

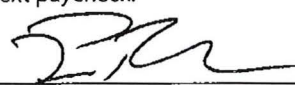
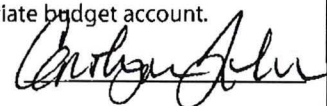
**WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

**Print Form**

DATE Jun 9, 2022 BUDGET ACCOUNT NUMBER \_\_\_\_\_

NAME: <u>Preston Russell</u>		TITLE: <u>Captain</u>		DEPARTMENT: <u>Sheriff</u>	
DESTINATION: <u>Gallatin, TN</u>		MEETING DATES FROM: <u>Jul 12, 2022</u>		TO: <u>Jul 15, 2022</u>	
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES <input type="radio"/> NO	DEPARTURE	<u>7-11-22</u>	RETURN	<u>7-15-22</u>
	Purpose: <u>Less Lethal ICP instructor program</u>				
Overnight Accommodations Required?	<input type="radio"/> YES <input checked="" type="radio"/> NO	Name of Hotel/Motel: <u>Staying with another Officer</u>		Government Discount?	
		Rate per night/person	_____	<input type="radio"/> YES <input type="radio"/> NO	
Method of Transportation: <input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other					
Cost: _____		Explanation: _____			

Estimated Expenses				TOTALS	
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				895	895.00
MEALS	Breakfast:	4	X	8.00	32.00
	Lunch:	4	X	10.00	40.00
	Dinner:	4	X	16.00	64.00
LODGING	Single Rate:		X		
*OTHER					
<b>TOTAL</b>					<b>1031.00</b>

Remarks: <u>travel will be with county vehicle. Course cost can be payed next month.</u>		
Are funds requested in advance? <input checked="" type="radio"/> Yes <input type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  _____ Employee/date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. Department Head  County Manager (Out of State) _____
Finance Staff/Date		

**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. North Carolina Association of County Commissioners (NCACC) Voting Delegate*****MANAGER'S COMMENTS:**

The 115th NCACC Annual Conference will be held August 11-13, 2022, in Cabarrus County at the Concord Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan attend.

The NCACC's Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

Voting Delegate designations for both the upcoming Annual Conference and Legislative Goals Conference are needed. Anita will be glad to submit the names of those appointed.

**From:** [Alisa Cobb](#)  
**To:** [County Managers](#); [County Clerks](#)  
**Subject:** Voting Delegate Designation for NCACC 115th Annual Conference and NCACC Legislative Goals Conference  
**Date:** Tuesday, June 21, 2022 1:13:39 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Good Afternoon County Managers and Clerks to the Board,

In order to capture voting delegate designations for both the upcoming NCACC Annual Conference in August and NCACC Legislative Goals Conference in November, we are implementing a new process and asking your county to submit your voting delegate designation via [this link](#). You will have the option to select one person to serve as the voting delegate for both conferences, if that is your preference. **Click [here](#) to indicate who will serve as your voting delegates for NCACC Annual Conference and NCACC Legislative Goals Conference.**

Conference Details:

**NCACC Annual Conference:** The NCACC's 115<sup>th</sup> Annual Conference Business Session will be held in Cabarrus County on Saturday, August 13, at 2 pm, with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

**NCACC Legislative Goals Conference:** The NCACC's Legislative Goals Conference will be held over two days, November 16-17, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

NCACC Constitution, Article VI:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please submit your voting delegate designations by Friday, August 5, close of business. Should you have any questions, please contact Alisa Cobb at [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org).

Thank you,



North Carolina  
Association of  
County Commissioners

**Alisa Cobb**

Operations Assistant  
Phone (919) 715-2685  
[www.ncacc.org](http://www.ncacc.org)



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**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Announcements*****MANAGER'S COMMENTS:**

The Board is invited to Stephen Poulos' Retirement Party. Please drop by the Community Recreation Center (CRC) between 12:00 and 3:00 P.M. on Friday, July 22, 2022, to help celebrate Stephen's Retirement.

The 115th NCACC Annual Conference will be held August 11-13, 2022, in Cabarrus County at the Concord Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan attend.

The NCACC's Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

# STEPHEN'S RETIREMENT DROP BY PARTY



**JULY**  
**22**



Friday, July 22, 2022 at the WCRC 12-3 PM

Join us in saying, "See You Later, Stephen!"

After 30 years of service to Watauga County Parks & Recreation, Stephen is stepping into that paradise called, "retirement." Whether you've worked with, worked for, served on committees with, coached by or with, volunteered with, played alongside, or are simply lucky enough to call him friend – you're invited & welcomed to join us.

*The great Vince Lombardi quote sums up Stephen's three decades of dedication:  
"Individual commitment to a group effort – that is what makes a team work, a company work, a society work, a civilization work."*

Kindly RSVP: [keron.poteat@watgov.org](mailto:keron.poteat@watgov.org) 828.264.9511

**AGENDA ITEM 11:**

**PUBLIC COMMENT**

**AGENDA ITEM 12:**

**BREAK**

**AGENDA ITEM 13:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)  
Economic Development – G. S. 143-318.11(a)(4)