

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

**TUESDAY, SEPTEMBER 7, 2021
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: August 17, 2021, Regular Meeting August 17, 2021, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 7, 2021, AGENDA		13
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	15
5:40	5	PROPERTY TAX APPEAL	MR. LARRY WARREN	17
5:45	6	TRANSFER STATION IMPROVEMENT PROJECT – PADCO CHANGE ORDER # 1	MR. REX BUCK	19
5:50	7	EMERGENCY SERVICES MATTERS A. Proposed Priority Dispatch License Renewal B. Replacement Truck Purchase Request	MR. WILL HOLT	27 31
5:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Easement for Hunting Hills Lane Bridge Replacement B. State Highway Patrol Lease Renewal C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	39 51 81 89
6:00	9	PUBLIC COMMENT		90
7:00	10	BREAK		90
7:05	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		90
7:30	12	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 17, 2021, Regular Meeting

August 17, 2021, Closed Session

MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 17, 2021

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 17, 2021, 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 5:32 P.M. The following were present:

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

Commissioner Wallin opened with a prayer and Commissioner Peralion led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 3, 2021, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to approve the August 3, 2021, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to approve the August 3, 2021, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the August 17, 2021, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the August 17, 2021, agenda as presented.

VOTE: Aye-5
 Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE CONSIDERATION OF SUBMITTING A GRANT APPLICATION FOR BUILDING REUSE FUNDS FROM THE NC DEPARTMENT OF COMMERCE TO PROVIDE FUNDS TO LOAN TO “PROJECT CHECKOUT”

A public hearing was scheduled to allow public comment on a consideration of submitting a grant application for Building Reuse funds from the NC Department of Commerce.

Mr. Joe Furman, Economic Development Director, stated that the grant would provide funds to loan to “Project Checkout” to renovate a building for a local existing company, which would facilitate the creation of up to an estimated 40 jobs (although only a commitment of providing 31 jobs would be listed on the grant application). The jobs created would hold an annual income of \$59,000 and above. The loan would be forgiven if at least 31 jobs were created and maintained for at least six months. A 5% local match was required with the estimated amount being up to \$25,000. The match could not be in-kind. Mr. Furman proposed the County provide the local match to be allocated from the Economic Development Capital Reserve Account funds. Mr. Furman stated that the Economic Development Commission (EDC) scheduled a meeting but did not have a quorum present. Even though the meeting couldn’t be held for an official vote, all EDC members supported the grant application and match commitment.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to call the public hearing to order at 5:41 P.M.

VOTE: Aye-5
Nay-0

As there were no citizen comments, Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to close the public hearing at 5:41 P.M.

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Pertalion, moved to authorize the submission of the grant application for Building Reuse funds from the NC Department of Commerce for “Project Challenge.”

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the allocation of match funds in an amount up to \$25,000 from the Economic Development Capital Reserve Account upon award of the grant.

VOTE: Aye-5
Nay-0

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

STATE OF EMERGENCY (SOE) DISCUSSION

Due to the increased cases of COVID-19 in Watauga County, County Manager Geouque presented a draft State of Emergency which included the following wording:

- Private businesses are highly encouraged to follow current NC Department of Health and Human Services guidance.
- Face coverings are highly encouraged in all County buildings and shall be required in areas where space or operations require close contact. Additional restrictions shall be enforced as imposed by the Governor of North Carolina by Executive Order 117 and subsequent Executive Orders as applicable.

The County Manager stated that the proposed State of Emergency would provide a framework for future action, should it be warranted, that may be required to address the evolving conditions associated with the COVID-19 Delta and other possible variants. The State of Emergency followed the same successful guidelines and recommendations utilized by the County during the height of the pandemic. County offices remained opened to the public during the COVID-19 pandemic with just the initial shutdown to develop effective measures, protocols, and guidelines to ensure the safety of staff and the public while allowing County operations to continue.

Mr. Geouque stated that County Departments were currently utilizing the following guidelines and protocols:

Sheriff's Office

- All detention staff have been/are wearing masks due to the congregate environment.
- Bailiffs have been wearing masks in courtrooms.

Social Services

- Masks while in public areas in Human Services Building.
- Masks when communicating face to face with clients.
- Clients wearing masks when face to face with employees.
- One person or family was allowed in the lobby at a time.
- Limiting client access to DSS areas when possible. If not possible, staff to meet clients in hallways, conference/meeting areas.
- Employees to avoid congregating in personal offices and meetings between employees to take place in areas where social distancing can take place.

The proposed State of Emergency would require seniors to wear masks at both senior centers due to the combined risk of age and congregate setting. At this time, the Community Recreation Center

(CRC) would follow the current NCDHHS guidelines with staff wearing masks who were in direct contact with the public or in public areas of the facility and encouraging patrons to do so as well. Equipment has been spaced out to provide for social distancing and, if required, staff could limit pieces of equipment used to provide additional space for social distancing. Several departments received COVID-19 modifications to their office areas to limit face to face contact with employees and the general public. Citizens were able to utilize online services – website, online payment, email, and telephone to limit visiting County facilities. All County personnel would be required to wear masks in public areas and while having face to face contact with citizens. Signs would be placed in all County buildings encouraging the public to wear masks and be vaccinated with a bar code directing individuals to the current NCDHHS guidelines. Future meetings of the Board of Commissioners and County affiliated Boards and Commissions would continue to meet in-person and adhere to the North Carolina Open Meetings Law.

Mr. Geouque stated that the proposed State of Emergency provided a solid baseline and allowed flexibility for County Departments to determine if additional protocols and measures were required.

Discussion was held in favor of requiring, rather than recommending, the wearing of masks in Watauga County buildings. Commissioner Wallin questioned who would enforce the mandate. Vice-Chairman Kennedy stated that the mandate would only be for County buildings; however, businesses in the County were highly encouraged to require masks as well.

After lengthy discussion, Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to adopt the State of Emergency to become effective on Wednesday, August 18, 2021, at 5:00 P.M. with the wording amended as follows:

- Private businesses are highly encouraged to follow current NC Department of Health and Human Services guidance.
- Face coverings are ~~highly encouraged~~ **required** in all County buildings and shall be required in areas where space or operations require close contact. Additional restrictions shall be enforced as imposed by the Governor of North Carolina by Executive Order 117 and subsequent Executive Orders as applicable.

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

WATER STREET PARKING PRESENTATION

Mr. Bill Dixon, Appalachian Architecture, presented the following three (3) options for the Water Street parking area as a result of a previously authorized contract to provide limited renderings and cost estimates for parking at the Water Street location:

- Option 1 was the least expensive at a cost of \$384,560 for a total of 63 parking spaces including the Ginn lot. The current parking spaces in the Ginn lot do not actually reflect the actual useable number of spaces. Option 1 would create 36 new spaces and reduce the Ginn lot from 47 spaces to 27 actual useable spaces. The reduction in spaces would allow

for properly dimensionalized spaces, adequate ingress and egress lanes, and snow removal space. Another choice for Option 1 would be to just resurface both lots with proper marking of parking spaces which would be a cost of approximately \$250,000.

- Option 2 would create a parking table over the Water Street parking area that connected to the Ginn lot. The cost was \$1,776,060 and would provide a total of 87 parking spaces. 29 spaces would be created on the Water Street lot with the reduction in spaces from Option 1 due to the structural supports for the upper level deck. The upper level would have 58 spaces.
- Option 3 was the most expensive option but provides the most parking spaces of 139 at a cost of \$5,033,600. This option would require the removal of the retaining wall as well as the soil from the Ginn lot where a new structure would be built in the place of both parking areas. This Option was less complicated than Option 2 and offered the most parking spaces.

Mr. Dixon stated that Options 2 and 3 would require the parking structures to meet the Town of Boone regulations.

After discussion and by consensus, the Board agreed to direct Mr. Dixon to bring back a preliminary contract for design services and construction documents including preliminary costs for Option 3.

PROPOSED CHANGE ORDER # 3 FOR MIDDLE FORK GREENWAY

Mr. Joe Furman, Planning and Inspections Director, presented Change Order #3 for the Middle Fork Greenway Section 4 project in the amount of \$25,137.00. Mr. Furman stated that even more additional unsuitable soils and drainage were discovered during construction. As with Change Orders #1 and #2, the Blue Ridge Conservancy would provide the funds for the Change Order.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve Change Order #3 in the amount of \$25,137.00 with the funds to come from the Blue Ridge Conservancy.

VOTE: Aye-5
Nay-0

MAINTENANCE MATTERS

A. Recognition of Steven Moody's Award of the Order of the Long Leaf Pine Award

Mr. Robert Marsh, Maintenance Director, shared with the Board that he had nominated Mr. Steven Moody, who recently retired as Watauga County Maintenance Mechanic Crew Chief with thirty-three years of service to the State of North Carolina and Watauga County for the Order of the Long Leaf Pine Award.

Chairman Welch officially presented Mr. Steven Moody with the Order of the Long Leaf Pine as awarded by North Carolina Governor Roy Cooper.

B. Tractor Bid Award Request

Mr. Robert Marsh presented the following bids for a 2021 4x4 compact tractor:

Bidder	Tractor	Bid
Pennell & Sons Lenoir, NC	Massey Ferguson GC1725 M 24.5 HP	\$20,519
East TN ATV Elizabethton, TN	Massey Ferguson GC1725 M 24.5 HP	\$24,356
James River Wilkesboro, NC	John Deere 1025 R 18 HP	\$24,941

Mr. Marsh recommended awarding the bid to the lowest responsive bidder, Pennell & Sons, in the amount of \$20,519. The tractor would be used for snow removal and landscaping at the Community Recreation Center (CRC). Adequate funds were available in the current Fiscal Year 2021-2022 budget.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to award the bid to the lowest responsive bidder, Pennell & Sons, for a Massey Ferguson GC1725 M 24.5 HP tractor in the amount of \$20,519.

VOTE: Aye-5
Nay-0

ADDITIONAL AND REVISED ALLOCATION OF FY 2021 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

Ms. Angie Boitnotte, Project on Aging Director, will request the Board revise the original allocation of the Home and Community Care Block Grant (H&CCBG) approved June 1, 2021. The FY 21 allocation was \$293,576, which required a local match of \$32,619. The Project on Aging received additional H&CCBG funds with the final allocation of \$307,546 (+\$13,970) which required a local match of \$34,172 (+\$1,553). The local match was present in the current budget and the funds would be allocated as follows:

H&CCBG Service	H&CCBG Allocation	Match
In-Home Aide Level I	\$87,221	\$9,691
In-Home Aide Level II	\$63,105	\$7,012
Congregate Meals (drive-thru)	\$39,469	\$4,385
Congregate Meals (dining room)	\$3,056	\$340
Home Delivered Meals	\$109,546	\$12,172
Transportation	\$5,149	\$572

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the revised Home and Community Care Block Grant (H&CCBG) funds as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

TAX MONTHLY COLLECTIONS REPORT

County Manager Geouque, on behalf of Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 2021. The report was presented for information only and, therefore, no action was required.

BUDGET AMENDMENTS

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

Account #	Description	Debit	Credit
313839-395123	Fines and Forfeitures		\$210,000
315911-463200	Watauga County Board of Education	\$210,000	

The amendment was required by NC General Statute 115C-452 as all fines and forfeitures collected by the State Court system and local governments be remitted to counties and appropriated to the school district and budgeted.

323341-395124	Deeds of Trust – permits and fees		\$72,000
324180-463210	Distributions to State of NC	\$72,000	

The amendment recognized fees collected by the Register of Deeds Office for filing a deed of trust or mortgage document. A portion of these fees were remitted monthly to the State of North Carolina and were required to be budgeted.

103200-326600	ABC Bottle Tax		\$2,152
105890-469484	Blue Ridge Mediation – ABC Funds	\$2,152	

The amendment recognized additional bottle tax funds received.

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

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Watauga County Broadband Initiative

County Manager Geouque presented the following information:

At the August 3, 2021 meeting, the Board tabled action until the August 17, 2021, meeting for staff to provide possible projects regarding the American Recovery Plan (ARP) funding.

Summary from August 3 Meeting

Several areas of the County have been identified as underserved when it comes to broadband services through citizen contacts, petitions, surveys, and federal and state data. The current pandemic has amplified the lack of broadband services in areas throughout the county. The goal was to close the digital divide in our county and allow access to digital commerce, telehealth, online education, and digital media for our citizens.

The current proposal would build approximately seventy-five (75) miles of trunk fiber by Blue Ridge Energy and SkyLine/SkyBest to provide seventy-eight (78) miles of distribution fiber for approximately 1,565 homes to access. The project would consist of four phases and be constructed over a two and half (2.5) year process. The four phases would be as followed:

- Phase 1 – Triplett/Powder Horn - would provide the largest amount of access to homes (503) and territory. 29 miles of fiber built.
- Phase 2 – Wildcat/Stoney Fork – access for 310 homes. 20 miles of fiber built.
- Phase 3 – Blackberry/Sampson -access for 252 homes. 16 miles of fiber built.
- Phase 4 – Howard’s Creek/Ray Brown/Raven Rock – access for 500 homes. 10 miles of fiber built.

The project would utilize the American Rescue Plan Act of 2021 (ARP) funds. The estimated cost was \$7 million dollars. The county received \$10,911,724.00 in ARP funding. A small amount of funding has been utilized to cover unbudgeted COVID-19 expenses related to the detention facility. County staff continued to review and develop projects for the ARP funding. Broadband was one of the projects that had been identified as high priority especially in lieu of the pandemic and the need for remote learning and work. The project would increase the footprint of broadband services, address several of the underserved areas, and lay the groundwork for future expansion. An additional benefit of the project was that staff had requested a set aside of fiber for future county buildings or emergency communication towers or equipment located along the expansion.

Information follows regarding request received for ARP funding:

<u>Project</u>	<u>Estimated Cost</u>	<u>Balance of ARP Funding</u>
		Beginning Total - \$10,911,724
Detention Facility- Unbudgeted		
COVID-19 Expenses	\$50,000	
\$10,861,724		
Broadband Initiative	\$7,000,000	\$ 3,861,724
Kill/Chill Facility	\$500,000	\$ 3,361,724
Valle Crucis Elementary School		
Water/Sewer/Stormwater	\$2,145,000	\$ 1,216,724
Workforce Housing	???	

Outside Agency Requests

OASIS – 1 Time Mortgage Relief	\$50,000	
Children’s Council –		
Reoccurring Services	\$100,000	
Club Twelve		
Initial	\$5,000	
Reoccurring Services	\$5,000 to \$10,000	

Mountain Alliance has also inquired about funding.

Following the August 3, 2021, meeting, staff requested Blue Ridge Energy and Skyline/Skybest to reduce the cost of the Broadband Initiative project or increase individuals served at no additional cost. Also, staff requested a cost estimate to serve the remaining 5% that would not be serviced by this agreement.

Ultimately, Blue Ridge Energy and Skyline/Skybest returned with a proposal to increase the homes covered from 87% to 95% covered. Mr. Brad Shields with Blue Ridge Energy stated that the new proposal would add approximately \$750,000 to the project cost but would include sixty-five additional homes which would bring Watauga County to 95% covered with available broadband services. Mr. Robbie Farmer with Skyline/Skybest stated that the costs were kept down to \$750,000, in part, due to Skyline/Skybest eating approximately \$500,000 in costs associated with the project. Mr. Farmer stated that was possible because Skyline/Skybest had determined it was worth eating the costs to add the additional homes while already working on the project rather than having to come back at a later time (which would ultimately cost more).

Mr. Farmer also shared information on the Emergency Broadband Benefit Program which was available for families who may not afford broadband. The Program was currently temporary and scheduled to end after the COVID-19 pandemic; however, there was a Senate Bill in the works to extend the subsidy indefinitely.

County Manager Geouque stated that Blue Ridge Energy and Skyline/Skybest also agreed to save fiber for future County infrastructure as well. Mr. Shields stated that material costs and lead times continued to grow for fiber optic projects.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the broadband initiative for Watauga County with Blue Ridge Energy and Skyline/Skybest as presented and to include the additional homes at a cost of \$7,750,000 with the contract to be contingent upon the County Attorney's review and the funds to be allocated from the America Rescue Plan (ARP).

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager presented the following:

Valle Crucis Historic Preservation Commission

The Valle Crucis Historic Preservation Commission terms begin and expire during the month of September. Erin Welsh's three-year term expires in September, 2021. She would like to continue to serve and requested to be reappointed.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive and reappoint Erin Welsh to a three-year term on the Valle Crucis Historic Preservation Commission.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced that the High Country Council of Governments' 46th Annual Banquet was scheduled for Friday, September 10, 2021, at Linville Ridge.

PUBLIC COMMENT

The following spoke during public comment against a mask mandate:

Jasmine Shoshanna

Kyndy Boyle

Maggie Violtt

Daniel Hatcher

Evenlight Eagles

Jessica Hicks

James Byrch spoke regarding the need for affordable housing.

CLOSED SESSION

At 7:47 P.M., Commissioner Pertalion, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5

Nay-0

Commissioner Pertalion, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:59 P.M.

VOTE: Aye-5

Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to adjourn the meeting at 8:59 P.M.

VOTE: Aye-5

Nay-0

John Welch, Vice-Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 7, 2021, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

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

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

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AGENDA ITEM 5:

PROPERTY TAX APPEAL

Mr. Larry Warren, Tax Administrator, will present an application for property tax exemption that was denied due to untimely filing. The property was purchased in August of 2020, however, an application for exemption was not filed until August of this year. The property is the former Boone Urology site on State Farm Rd.

Board action is required to accept or deny the application for exemption.

APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Watauga Municipality: Boone Application for Tax Year: 2021

Full Name of Owner(s): High Country Community Health

Trade Name of Business: High Country Community Health

Mailing Address of Owner: PO Box 1490 Boone NC 28607

Phone: (828) 262-3886 Cell: _____ Email: philipvoida@hcchmail.org

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)

Property ID #: 2910-63-4450-000 Address/Location: 935 State farm Rd Boone NC 28607

Property ID #: _____ Address/Location: _____

Property ID #: _____ Address/Location: _____

Non-Deferment Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8) | Pollution abatement/recycling | <input type="checkbox"/> G.S. 105-278.5 | Religious educational assemblies |
| <input type="checkbox"/> G.S. 105-275(17) | Veterans organizations | <input type="checkbox"/> G.S. 105-278.6 | Home for the aged, sick, or infirm |
| <input type="checkbox"/> G.S. 105-275(18),(19) | Lodges, fraternal & civic purposes | <input type="checkbox"/> G.S. 105-278.6 | Low- or moderate-income housing |
| <input type="checkbox"/> G.S. 105-275(20) | Goodwill Industries | <input type="checkbox"/> G.S. 105-278.6 | YMCA, SPCA, VFD, orphanage |
| <input type="checkbox"/> G.S. 105-275(45) | Solar energy electric system | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11 |
| <input type="checkbox"/> G.S. 105-275(46) | Charter school property | <input type="checkbox"/> G.S. 105-278.7 | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13 | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8 | Charitable hospital purposes |
| <input type="checkbox"/> G.S. 105-278.3 | Religious purposes | <input type="checkbox"/> G.S. 131A-21 | Medical Care Commission bonds |
| <input type="checkbox"/> G.S. 105-278.4 | Educational purposes (institutional) | <input checked="" type="checkbox"/> Other: <u>Charitable Community Health Center</u> | |

Tax Deferment Programs: Select the tax deferment program for which this application is made. *Providing access to care for low/no-income folks* These programs will result in the creation of deferred taxes that will become immediately due and payable, *with interest*, when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statutes carefully. **

- | | |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12) | Nonprofit corporation or association organized to receive and administer lands for conservation purposes |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure |
| <input type="checkbox"/> G.S. 105-277.14 | Working waterfront property |
| <input type="checkbox"/> G.S. 105-277.15A | Site infrastructure land |
| <input type="checkbox"/> G.S. 105-278 | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing |

Describe the property:
2 story building and grounds for community health center

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use)
we provide community health services for low and no income members of the community including medical, behavioral, substance abuse, nutrition and ancillary services

Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): Alice Salthouse Title: CEO Date: 8/13/2021

All tenants of a tenancy _____ Title: _____ Date: _____
in common must sign. _____ Title: _____ Date: _____

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

OFFICE USE ONLY: [] APPROVED [] DENIED BY: _____ REASON FOR DENIAL: _____

AGENDA ITEM 6:

TRANSFER STATION IMPROVEMENTS PROJECT – PADCO CHANGE ORDER # 1

MANAGER’S COMMENTS:

Mr. Rex Buck, Operations Services Director, will request Board approval for a change order regarding the transfer station improvement project. The change order is in the amount of \$39,752 and was necessitated by the relocation of a water and sewer line that were not indicated on previous as-builts. Adequate funds have been budgeted to cover the expense. Due to time constraints staff authorized the change order.

Board approval is required to accept the change order from PADCO Excavating Inc. in the amount \$39,752 for Transfer Station Improvements.



P.O. Box 200, West Jefferson, NC 28694
 548-2 Wade Bare Road, Jefferson, NC 28694
 Phone: (336) 982-5550 Fax: (336) 982-5200
 PADCO@skybest.com

Watauga County

Attn: Adam Waldroup and Rex Buck,

Phone: (828) 385-2019 and (828) 264-4885

Email (s): adam.waldroup@mcgillassociates.com and rex.buck@watgov.org

Re: CHANGE ORDER #1 – Watauga County Transfer Station Improvements – Water Service Relocation and Sewer Line Relocation.

PADCO Excavating, Inc. would like to submit this change order for the following services:

CHANGE ORDER – August 4th, 2021

Costs Breakdown

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
<u>Mobilization/Remobilization</u>	<u>1</u>	<u>#</u>	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>
<u>8" SDR35 PVC</u>	<u>234</u>	<u>LF</u>	<u>\$ 66.00</u>	<u>\$ 15,444.00</u>
<u>6" Cleanouts</u>	<u>5</u>	<u>#</u>	<u>\$ 715.00</u>	<u>\$ 3,575.00</u>
<u>Bends</u>	<u>6</u>	<u>#</u>	<u>\$ 495.00</u>	<u>\$ 2,970.00</u>
<u>Connect to Existing Sewer Line</u>	<u>2</u>	<u>#</u>	<u>\$ 825.00</u>	<u>\$ 1,650.00</u>
<u>Pavement Cut/Removal/Disposal</u>	<u>1</u>	<u>LS</u>	<u>\$ 2,563.00</u>	<u>\$ 2,563.00</u>
<u>Move 1.5" Service Line</u>	<u>30</u>	<u>LF</u>	<u>\$ 38.50</u>	<u>\$ 1,155.00</u>
<u>Reset Existing Meter Box in New location</u>	<u>1</u>	<u>#</u>	<u>\$ 1,045.00</u>	<u>\$ 1,045.00</u>
<u>Install Water Meter Provided by Town</u>	<u>1</u>	<u>LF</u>	<u>\$ 1,045.00</u>	<u>\$ 1,045.00</u>
<u>Connect to Existing Water Line</u>	<u>2</u>	<u>#</u>	<u>\$ 1,375.00</u>	<u>\$ 2,750.00</u>
<u>ABC Stone</u>	<u>45</u>	<u>TN</u>	<u>\$ 35.00</u>	<u>\$ 1,575.00</u>
<u>Asphalt Base Layer</u>	<u>8</u>	<u>TN</u>	<u>\$ 125.00</u>	<u>\$ 1,000.00</u>
<u>Asphalt Surface Layer</u>	<u>8</u>	<u>TN</u>	<u>\$ 130.00</u>	<u>\$ 1,040.00</u>
<u>Tandem Axle Truck</u>	<u>1</u>	<u>Days</u>	<u>\$ 640.00</u>	<u>\$ 640.00</u>
<u>Demolition of Existing Water Line and Existing SDR35 Sewer Line</u>	<u>1.5</u>	<u>Days</u>	<u>\$ 1,200.00</u>	<u>\$ 1,800.00</u>

Date of Issuance: 8/12/21

Effective Date: 8/12/21

Project: Watauga County Transfer Station Improvements	Owner: Watauga County	Owner's Contract No.: 20.00703
Contract: Same		Date of Contract: June 14, 2021
Contractor: PADCO Excavating		Engineer's Project No.: 20.00703

The Contract Documents are modified as follows upon execution of this Change Order:

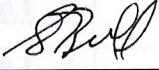
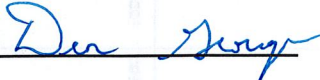
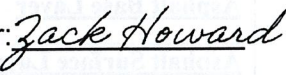
Description: Relocation of existing water and sewer utilities, associated demolition, asphalt removal, asphalt patching, resetting meter box, meter installation.

Attachments (list documents supporting change):

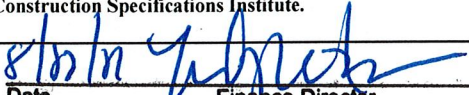
Summary of change order items:

Pricing breakdown from PADCO dated August 4, 2021; Work Description, revised sheet C-101

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>163,789.97</u>	Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar Substantial completion (days or date): <u>9/12/21</u> Ready for final payment (days or date): <u>10/12/21</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>163,789.97</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>9/12/21</u> Ready for final payment (days or date): <u>10/12/21</u>
[Increase] [Decrease] of this Change Order: \$ <u>39,752.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>45</u> Ready for final payment (days or date): <u>45</u>
Contract Price incorporating this Change Order: \$ <u>203,541.97</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>10/27/21</u> Ready for final payment (days or date): <u>11/26/21</u>

RECOMMENDED: McGill Assoc.	ACCEPTED: Watauga Co.	ACCEPTED: PADCO
Engineer: <u></u>	Owner: <u></u>	Contractor: <u></u>
Print: <u>Scott Burwell, PE</u>	Print: <u>Deron Geoghegan</u>	Print: <u>Zack Howard</u>
Date: <u>8/12/21</u>	Date: <u>8-23-2021</u>	Date: <u>08/13/2021</u>

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

 21
 Date Finance Director

Work Breakdown by Tasks

Demo

- Demolition and Removal of Existing SDR35 Sewer Line
- Demolition and Removal of Existing Waterline in the Area of Relocation

Water Relocation

- Move 1.5" Service Line 30 LF
- Reset 1 Existing Meter Box in New Location
- Install 1 Water Meter Provided by Town, 1 LF
- 2 Connections to Existing Pipe

Sewer Relocation

- 8" SDR35 PVC 234 LF
- 5 6" Cleanouts
- 6 Bends
- 2 Connections to Existing Pipe
- Cut and Remove 2 areas of pavement, onsite disposal

Asphalt Patching

- Patch Asphalt in 2 Areas Over New Sewer Line in Accordance with Heavy Duty Asphalt Paving per the Construction Drawings

Total Cost = \$39,752.00

Notes: The requested change order was quoted by more than one company and the lowest quote was used to derive the job costing. This change order is only for the work outlined in this document and any additional work will require the submission and approval of another change order. It is not clear if we will be reusing the existing meter. If new meter is required, the Town of Boone will require that the assembly be purchased from them. We have not included that purchase in our price, if it is needed the cost change order price will be adjusted accordingly.

Exclusions: The cost of solid rock removal is not included in this price. Any solid rock encountered that requires hammering will be charged at a rate of \$250.00/hr.

Authorized Signature:

Zack Howard
Signature

08/04/2021

Date

Acceptance of Change Order:

Signature

Date

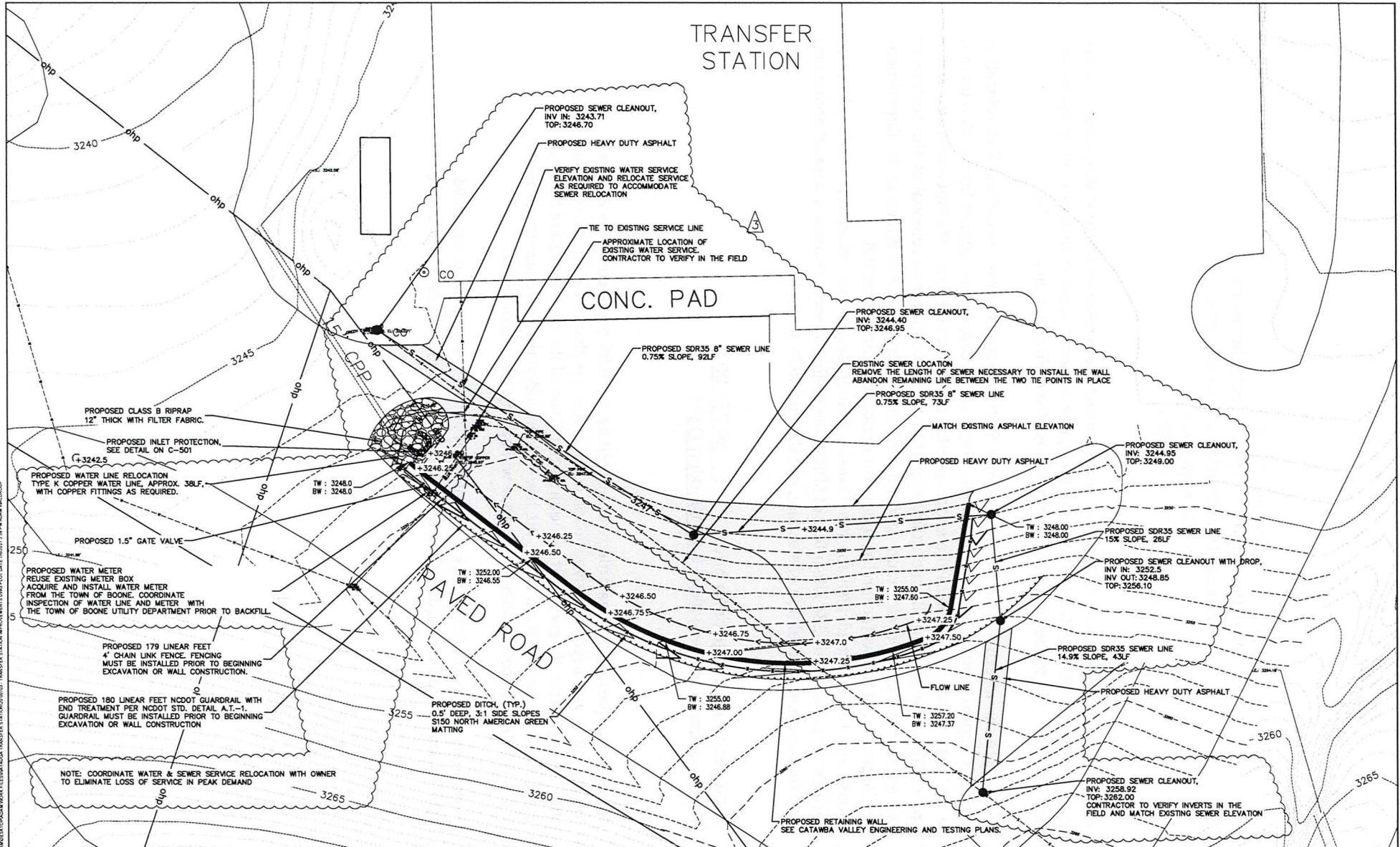
Best Regards,

Zack Howard, Project Estimator

PADCO Excavating, Inc.

336-982-5550

zack@padcoexcavating.com



mcgill
 55 Broad Street
 Asheville, NC 28801
 828.252.0575
 NC Firm License # C-0459
 mcgillassociates.com



NO.	DATE	BY	DESCRIPTION
1	3.22.21	ANW	REVISED SCALE BAR
2	6.28.21	ANW	WATER SERVICE RELOCATION
3	7.6.21	ANW	SEWER LINE RELOCATION

TRANSFER STATION IMPROVEMENTS

WATAUGA COUNTY
 WATAUGA COUNTY, NORTH CAROLINA

GRAPHIC SCALE
 DIVISION VALUE = 10 FEET

OFFICE MANAGER: M. CATHEY
 DESIGNER: A. WALDRUP
 PROJECT MANAGER: S. BURWELL
 REVIEWER: S. BURWELL

GRADING AND WALL SITE PLAN

DATE: FEBRUARY, 2021
 PROJECT #: 20.00703
 FUNDING #: N/A

SHEET
C-101

Change Order #1
 Work Description, Lump Sum Pricing Summary
 Watauga Transfer Station Improvements
 Watauga County
 July 6th, 2021

Per the attached revised plan sheet C-101, please provide a lump sum price for the following scope of work to be incorporated into the contract. The lump sum price provided shall incorporate all components, labor, materials, etc. as described and shown in the project specifications and drawings.

1. Please see the attached plan for the Transfer Station water service relocation. This relocation includes approximately 38 linear feet of new type K 1.5" copper line, copper fittings as required, a 1.5" gate valve, relocation of the existing meter box, purchase and installation of a new water meter from the Town of Boone utility department, demolition and removal of the section of waterline in the area of relocation, and coordination with the Town of Boone Utility Department for inspection of the water service and meter relocation prior to backfill.
2. Please see the attached plan for the Transfer Station sewer line relocation. This relocation includes approximately 234 linear feet of SDR35 sewer line, 5 sewer cleanouts, asphalt demolition and replacement, demolition of a section of existing SDR35 sewer line.

Total lump sum change order price = \$ 39,752.00

Total required additional days = 20 Working Days

Note: The requested change order was quoted by more than one company and the lowest quote was used to derive the job costing. It is not clear if we will be reusing the existing meter. If new meter is required the Town of Boone will require that the assembly is purchased from them. We have not included that purchase in our price if it is needed the cost change order price will be adjusted accordingly.

Exclusions: The cost of solid rock removal is not included in this price. Any solid rock encountered that requires hammering will be charged at a rate of \$250.00/hr.

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AGENDA ITEM 7:

EMERGENCY SERVICES MATTERS

A. Proposed Priority Dispatch License Renewal

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the renewal of the Priority Dispatch software license for \$16,800. The software is used for processing of Fire, EMS and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. The cost of this software is 100% funded by 911 surcharge funds.

Board action is required to approve the contract with Priority Dispatch software license in the amount of \$16,800.



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

To: Board of Commissioners

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

Subject: Priority Dispatch License Renewal

Board of Commissioners,

Please consider my request for \$16,800 for the renewal of the Priority Dispatch software license. This suite of programs is used for call processing of Fire, EMS and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. It is also important to note that this set of question sis required by the State for medical emergencies, although the State does not require this specific vendor. This is a renewal of the current license in place and covers all three disciplines in the suite. The cost of this software is 100% funded by 911 surcharge funds.

Respectfully,

Will Holt
ES Director



PDC Pricing Agreement

1. **Price.** The annual license, service and support fee for your licensed Priority Dispatch products is:
 - \$16,800 for year 1
 - \$16,800 for year 2
 - \$16,800 for year 3
 - \$N/A
 - \$N/A
2. Customer will be billed on an annual basis.
3. If the quantity of Priority Dispatch System licenses is increased during the life of this agreement, the annual fee will be amended to reflect the additional licenses at the then current price.
4. Pricing is exclusive of any applicable tax. Any applicable tax will be added to the amount.
5. Annual invoice is net 30-days, unless otherwise specified.
6. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
7. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

2. **Term.** This agreement shall have an initial term of 36 months from the annual renewal date
3. **Services.** The use of PDC's products and services are set forth in the End User License Agreement(s).
4. **Support.** Support for PDC's products are available 24/7/365 via phone, email and Internet.

Watauga County

Agency: _____

Priority Dispatch

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Blank Page

AGENDA ITEM 7:

EMERGENCY SERVICES MATTERS

B. Replacement Truck Purchase Request

MANAGER'S COMMENTS:

Mr. Holt will request the Board approve the purchase of a F250 4x4 pickup truck in the amount of \$34,539 from Modern Ford and the emergency upfit in the amount of \$11,806.42 from Global Public Safety, LLC. Adequate funds have been budgeted to cover the expense.

Board action is required to approve the purchase of a F250 4x4 pickup truck in the amount of \$35,581.17 (tax and tag) from Modern Ford and the emergency upfit in the amount of \$11,806.42 from Global Public Safety, LLC.



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

September 26, 2019

To: Board of Commissioners

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

Subject: Replacement Vehicle

Board of Commissioners,

Please consider my request for \$46,345.42 for the replacement of the 2016 F-250 currently in service with the Fire Marshal's Office. This request includes a 2022 F-250 from Modern Ford for \$34,539 and the emergency services upfit for \$11,806.42 by Global Public Safety, LLC. Funds have been budgeted for this purpose this fiscal year.

Respectfully,

Will Holt
ES Director

VIRTC1DP 

CNGP530

VEHICLE ORDER CONFIRMATION

08/13/21 14:32:04

==>

Dealer: F21665

2022 F-SERIES SD

Page: 1 of 2

Order No: T479 Priority: E4 Ord FIN: KV509 Order Type: 5B Price Level: 230

Ord PEP: 600A Cust/Flt Name: BOONE

PO Number:

RETAIL

RETAIL

X2B F250 4X4 S/C \$40285

TRAILER TOW PKG

164" WHEELBASE

FLEET SPCL ADJ NC

PQ RACE RED

17S STX APPEAR PKG 1825

1 CLTH 40/20/40 100

.CRUISE CONTROL

S MEDIUM EARTH GR

.BRIGHT GRILLE

600A PREF EQUIP PKG

.CST ALUMINUM-18

.XL TRIM

17X FX4 OFF-ROAD PK 400

572 .AIR CONDITIONER NC

.SKID PLATES

.AMFM/MP3/CLK

996 .6.2L EFI V8 ENG NC

TOTAL BASE AND OPTIONS 47815

44S 6-SPD AUTOMATIC NC

TOTAL 47815

TDX LT275/70BSWAT18 265

THIS IS NOT AN INVOICE

X3E 3.73 ELOCKING 390

* MORE ORDER INFO NEXT PAGE *

90L PWR EQUIP GROUP 915

F8=Next

JOB #1 BUILD

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC00152

V1DP0557

2,6

Longbed

42,139

- 7,600 GPC

VIRTC1DP 

CNGP530

VEHICLE ORDER CONFIRMATION

08/13/21 14:32:07



Dealer: F21665

2022 F-SERIES SD

Page: 2 of 2

Order No: T479 Priority: E4 Ord FIN: KV509 Order Type: 5B Price Level: 230

Ord PEP: 600A Cust/Flt Name: BOONE PO Number:

RETAIL		RETAIL	
18B	PLAT RUNNING BD \$445	924	PRIVACY GLASS \$30
	10000# GVWR PKG		SP DLR ACCT ADJ
425	50 STATE EMISS NC		SP FLT ACCT CR
43B	BACKGLASS DEF 60		FUEL CHARGE
43C	110V/400W OUTLT NC	B4A	NET INV FLT OPT NC
512	SPARE TIRE/WHL2 NC		DEST AND DELIV 1695
52B	BRAKE CONTROLLR 270		
	TELE TT MIR-PWR		TOTAL BASE AND OPTIONS 47815
	JACK		TOTAL 47815
66L	LED BOX LIGHT 60		*THIS IS NOT AN INVOICE*
66S	UPFITTER SWTCH 165		
67E	240 AMP ALTRNTR 85		
67H	HVY SER FRT SUS 125		
76S	REMOTE START 250		
913	SYNC 3 450		

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00152

V1DP0557

2,6

090720 BCC Meeting

State	Model Year	Vehicle Line	Body Code & Name	Option Discounts	GPC Req #	GPC (\$)	Price Level	Bid Open / Reference # Start Date	Reference # Issue Date	FIN	GPC Type	Reference #	Expiration Date
	2022	22 - F-SERIES SD	W2B - F250 4X4 CREW/C	View		8400	215	03/15/2021	04/14/2021		PIGGYBACK	Reveal	06/30/2021
	2022	22 - F-SERIES SD	W2B - F250 4X4 CREW/C	View		<u>7600</u>	200	04/12/2021	06/04/2021		PIGGYBACK	<u>16316N</u>	
	2022	22 - F-SERIES SD	W2B - F250 4X4 CREW/C	View		7400	000	01/19/2021	01/19/2021		LOCAL	Reveal	06/15/2021
	2022	22 - F-SERIES SD	W2B - F250 4X4 CREW/C	View		7300	000	01/19/2021	01/19/2021		LOCAL	Reveal	06/15/2021
	2022	22 - F-SERIES SD	W2B - F250 4X4 CREW/C	View		6300	215	01/19/2021	06/16/2021		LOCAL	Reveal	
	2022	22 - F-SERIES SD	X2B - F250 4X4 S/C	View		8400	215	03/15/2021	04/14/2021		PIGGYBACK	Reveal	06/30/2021
	2022	22 - F-SERIES SD	X2B - F250 4X4 S/C	View		<u>7600</u>	200	04/12/2021	06/04/2021		PIGGYBACK	<u>16348N</u>	
	2022	22 - F-SERIES SD	X2B - F250 4X4 S/C	View		7300	000	01/19/2021	01/19/2021		LOCAL	Reveal	06/15/2021
	2022	22 - F-SERIES SD	X2B - F250 4X4 S/C	View		6300	215	01/19/2021	06/16/2021		LOCAL	Reveal	

Global Public Safety, LLC
 7449 Race Road
 Suite 100
 Hanover, MD 21076
 sales@globalpublicsafety.us

TAX ID: 81-5162515

QUOTE

DATE	QUOTE #
8/30/2021	183815Q

Quotes valid 90 days

Quote To:

Watauga County Emergency Services
 184 Hodges Gap Road
 Boone, NC 28607
 shane.garland@watgov.org

Ship / Deliver To:

1886 Old Mountain Road
 Statesville, NC 28677

REP	QUOTE #	TERMS
KWS		Net 90

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
	2021 Ford F-250 Extended Cab - Long Bed			
	LIGHTING:			
ENRLB00K7A-07N	54"/137cm 10-16 VOLT NROADS LED LIGHTBAR W/ 15' DSC TECHNOLOGY /D24\ID12\ID12\ID12\ID12\ID12\ID12\ID12\ID12\ID24\ /R_W/IR_W\IR_W\IR_W\IR_W\IR_W\IR_W\IR_W\IR_W\IR_W\ / A -GRT-- -GRT--- GRT -GRT--- O--GRT-- A A -CLR-- -CLR--- CLR -CLR--- O--CLR-- A \D24\ ID12\ID12\ID12\ID12\ID12\ID12\ID12\ID12\ /D24/ \R_W\IR_A\IR_A\IR_A\IR_A\IR_A\IR_A\IR_A\IR_A\ / Material - Lexan [12]6[12] Accessories - PNFLBSPLT1 Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF18 Vehicle - Ford F-250, F-350, F-450, F-550 (2017-21 QE086465	1	1,095.69	1,095.69T
EMPSA05C2-D	RED/WHITE FRONT RED/AMBER REAR ALLY LIGHTS EMPSA05C2-D - 4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens - RED/WHT	2	146.225	292.45T
EMPS20091-5	MOUNTED IN GRILLE EMPS20091-5 - 4" mpower Fascia with Quick Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/AMB/WHT	2	113.125	226.25T
ETHFSS-SP-ISO	MOUNTED UNDER TAILGATE - WHITE FOR REVERSE ONLY Select-A-Pattern Headlight Flasher w/ 18' wire leads for positive side switched headlight systems requiring electrical isolation	1	43.47	43.47T
ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	1	40.01	40.01T
ETSA481CSP	SIREN, SPEAKER nERGY™ 400 Series Multi Function With Button Control 100W	1	350.74	350.74T
ETSS100J5	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	150.67	150.67T
	CONSOLE:			
C-1800	18" Enclosed Console	1	251.89	251.89T
C-TMW-F150-03	F-250 TUNNEL MOUNT-JUST ADD CONSOLE AND PARTS	1	107.55	107.55T

Subtotal

TOTAL

QUOTE ACCEPTED BY SIGNATURE & DATE:

Global Public Safety, LLC
 7449 Race Road
 Suite 100
 Hanover, MD 21076
 sales@globalpublicsafety.us

TAX ID: 81-5162515

QUOTE

DATE	QUOTE #
8/30/2021	183815Q

Quotes valid 90 days

Quote To:

Watauga County Emergency Services
 184 Hodges Gap Road
 Boone, NC 28607
 shane.garland@watgov.org

Ship / Deliver To:

1886 Old Mountain Road
 Statesville, NC 28677

REP	QUOTE #	TERMS
KWS		Net 90

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
C-CUP2-I	Internal Cup Holders	1	31.89	31.89T
C-ARM-102	Side Mount Armrest	2	57.225	114.45T
C-LP2-PS1-USB	2 Lighter Plug Outlet W/ 1 USB Cut Outs	1	86.29	86.29T
C-EB35-S38-1P	1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits SoundOff Signal	1	0.00	0.00T
	NEED MAKE AND MODEL FOR RADIO FACEPATE BEFORE ORDERING			
C-MD-112	11' Slide Out Locking Swing Arm with Motion Adapter	1	239.07	239.07
C-HDM-204	8.5' Heavy Duty Telescoping Pole, Side Mount, Short Handle	1	128.31	128.31T
UT-1003	UT-1003 Universal Rugged Cradle for approximately 11"-14" Computing Devices, with Added Depth	1	243.43	243.43T
	GRAPHICS:			
DECAL-FULL KIT	Decal Kit : Vehicle Full Decal Kit	1	600.00	600.00T
LABOR-DECALS	Labor Decals	3.5	80.00	280.00T
	MISC:			
CAP	CAMPER TOP FOR RED 2022 F-250 LONG BED	1	2,640.00	2,640.00T
	Standard toolboxes on each side door - Aluminum Doors Prop switch with rope light on the back door - Glass Door			
	(PRICES SUBJECT TO CHANGE WEEKLY PER VENDOR UPDATES - PRICE WILL NEED TO BE VERIFIED BEFORE ORDERING.)			
zNON-GEN INVENTORY	IN STOCK EXTENDED UNIT	1	2,600.00	2,600.00T
SAMSAM-800-12	Part# SAMSAM-800-12 Power Invertor 800 Watt	1	79.96	79.96T
	MOUNTED ON CONSOLE			
CG-X	CHRGGRD,UNV,CNTRLMDL,	1	69.30	69.30T
INSTALL SUPPLIES	Installation Shop Supplies	1	295.00	295.00T
	TO INCLUDE WIRE FOR 800 WATT INVERTER			
LABOR-INSTALLATION	Installation	23	80.00	1,840.00T
	CUSTOMER SUPPLIED:			
CUSTOMER ITEM	RADIO - NEED MAKE AND MODEL BEFORE ORDERING	1	0.00	0.00T
	Sales Tax		6.75%	780.80

Subtotal	\$11806.42
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TOTAL	\$12,587.22
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THANK YOU FOR USING GLOBAL, WHERE "DETAILS MAKE THE DIFFERENCE!"

Tax, if applicable, is not included.

Vehicles will be invoiced within 15 days of communication of job completion, whether picked up or not. All parts de-installed or removed from vehicle(s) must be removed at time of drop-off. Parts not picked up will be recycled or shipped at your expense. Arrangements for packing and shipping must be arranged at time of order. Handling charges apply. 25% re-stocking fee applies to returns after 15 days from receipt. No returns on special orders.

EMAIL SIGNED QUOTES TO SALES@GLOBALPUBLICSAFETY.US or FAX (443) 557 - 0201.

QUOTE ACCEPTED BY SIGNATURE & DATE:	_____
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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Easement for Hunting Hills Lane Bridge Replacement

MANAGER'S COMMENTS:

In order to replace the bridge on Hunting Hills Lane, NCDOT needs to acquire a Temporary Construction Easement on the Armory property jointly owned by the Town and County.

Board action is required to grant the temporary easement to NCDOT on the Armory property.

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

NAME ON FORM SHOULD BE THE LEGAL ENTITY OR INDIVIDUAL NAME DOING BUSINESS WITH NCDOT:

INDIVIDUAL AND SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP - ENTER YOUR LEGAL BUSINESS NAME

NAME: COUNTY OF WATAUGA

(NAME OF COMPANY OR INDIVIDUAL REGISTERED TO THE PROVIDED TAX ID)

PHYSICAL ADDRESS: STREET/PO BOX:

CITY, STATE, ZIP:

DBA / TRADE NAME (IF APPLICABLE):

BUSINESS DESIGNATION: INDIVIDUAL (use Social Security No.) SOLE PROPRIETOR (use SS No. or Fed ID No.)
 CORPORATION (use Federal ID No.) PARTNERSHIP (use Federal ID No.)
 ESTATE/TRUST (use Federal ID no.) STATE OR LOCAL GOVT. (use Federal ID No.)
 OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION WITH CHECK MAILING ADDRESS AS IT APPEARS ON INVOICES:

REMIT TO ADDRESS: STREET / PO BOX:

CITY, STATE, ZIP:

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, Hispanic American, Asian-Indian American, Other: _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) Disabled-Owned Business? (Prefer Not to Answer, Yes, No)

IRS Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type)

CHAIRMAN

TITLE (Print or Type)

SIGNATURE (Typed, fonted and scripted Signatures are not acceptable. DocuSigned signatures are accepted)

DATE

PHONE NUMBER

EMAIL

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514
ap@ncdot.gov FAX (919) 733-9247

Revenue Stamps \$ _____

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY Christopher Steele NCDOT CHECKED BY Justin Powell V&M

RETURN TO: Vaughn and Melton Attn: Justin Powell
1800 Associates Lane Suite E
Charlotte, NC 28217

NORTH CAROLINA
COUNTY OF Watauga
TAX PARCEL 2910-73-8447-00

TIP/PARCEL NUMBER: B-5979 002
WBS ELEMENT: 47431.2.1
ROUTE: Replace Bridge No. 940346 on
Hunting Hills Lane over South
Fork New River

THIS EASEMENT, made and entered into this the _____ day of _____ 20 _____
by and between _____

-COUNTY OF WATAUGA-
814 W. KING STREET SUITE 205
BOONE, NC 28607
-TOWN OF BOONE-
W. KING STREET
BOONE, NC 28607

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book 131, Page 197 in the office of the Register of Deeds of WATAUGA County, said easement being described as follows:

Point of beginning being N 74°10'29.8" E, 98.402 feet from -L- STA 12+00 thence to a point on a bearing of S 50°14'33.1" W 289.624 feet thence to a point on a bearing of S 39°45'26.9" E 10.000 feet thence to a point on a bearing of N 50°16'40.2" E 249.607 feet thence to a point on a bearing of N 36°0'18.0" E 41.286 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

COUNTY: WATAUGA WBS ELEMENT: 47431.2.1 TIP/PARCEL NO.: B-5979 002

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 47431.2.1 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of WATAUGA County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

NONE.

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 47431.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 47431.2.1, WATAUGA County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: WATAUGA WBS ELEMENT: 47431.2.1 TIP/PARCEL NO.: B-5979 002

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE COUNTY OF WATAUGA BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE COUNTY OF WATAUGA BOARD OF COMMISSIONERS, by order of the COUNTY OF WATAUGA COMMISSIONERS, this the day and year first above written

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

**COUNTY OF WATAUGA,
A NORTH CAROLINA MUNICIPAL CORPORATION**

(CORPORATE SEAL)

BY: _____,
Chairman of
Wake County Board of Commissioners

ATTEST: _____,
Clerk of
Wake County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is the CLERK of the County of Watauga Board Of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by _____, its CHAIRMAN of the COUNTY OF WATAUGA BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK. Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public My commission expires: _____

COUNTY: WATAUGA WBS ELEMENT: 47431.2.1 TIP/PARCEL NO.: B-5979 002

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

**TOWN OF BOONE,
a North Carolina Municipal Corporation**

(CORPORATE SEAL)

BY: _____
Town Manager of Boone

ATTEST: _____
, Clerk of the Town of Boone

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

	<p>North Carolina, _____ County</p> <p>I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF <u>BOONE</u>, and that by authority duly given, the foregoing instrument was signed in its name by its TOWN MANAGER of the TOWN OF BOONE, , sealed with its corporate seal, and attested by _____ as its TOWN CLERK.</p> <p>Witness my hand and official seal this the _____ day of March _____, 20 _____.</p> <p style="text-align: center;">_____ Notary Public</p> <p>My commission expires: </p>
--	---

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: COUNTY OF WATAUGA, ET AL
814 W. KING STREET SUITE 205
BOONE, NC 28607

DATE: 8-20-2021
TO: Lessee, if Applicable
N/A

TIP/PARCEL NO.: B-5979 002
COUNTY WATAUGA

WBS ELEMENT: 47431.2.1

DESCRIPTION: Replace Bridge No. 940346 on Hunting Hills Lane over South Fork New River

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>0.00</u>
Value of Permanent Easements to be Acquired	\$ <u>0.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>725.00</u>
Value of Improvements to be Acquired	\$ <u>0.00</u>
Damages, if any, to Remainder	\$ <u>0.00</u>
Benefits, if any, to Remainder	minus \$ <u>0.00</u>
TOTAL CONTINGENT OFFER	\$ <u>725.00</u>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 131, page 197, Watauga County Registry, contains approximately 5.700 acres of which **0.000** acres is being acquired as right of way, leaving 5.700 acres remaining on the RIGHT with access to Hunting Hills Lane. Being acquired is a Temporary Construction Easement measuring 0.062 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
NONE


Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

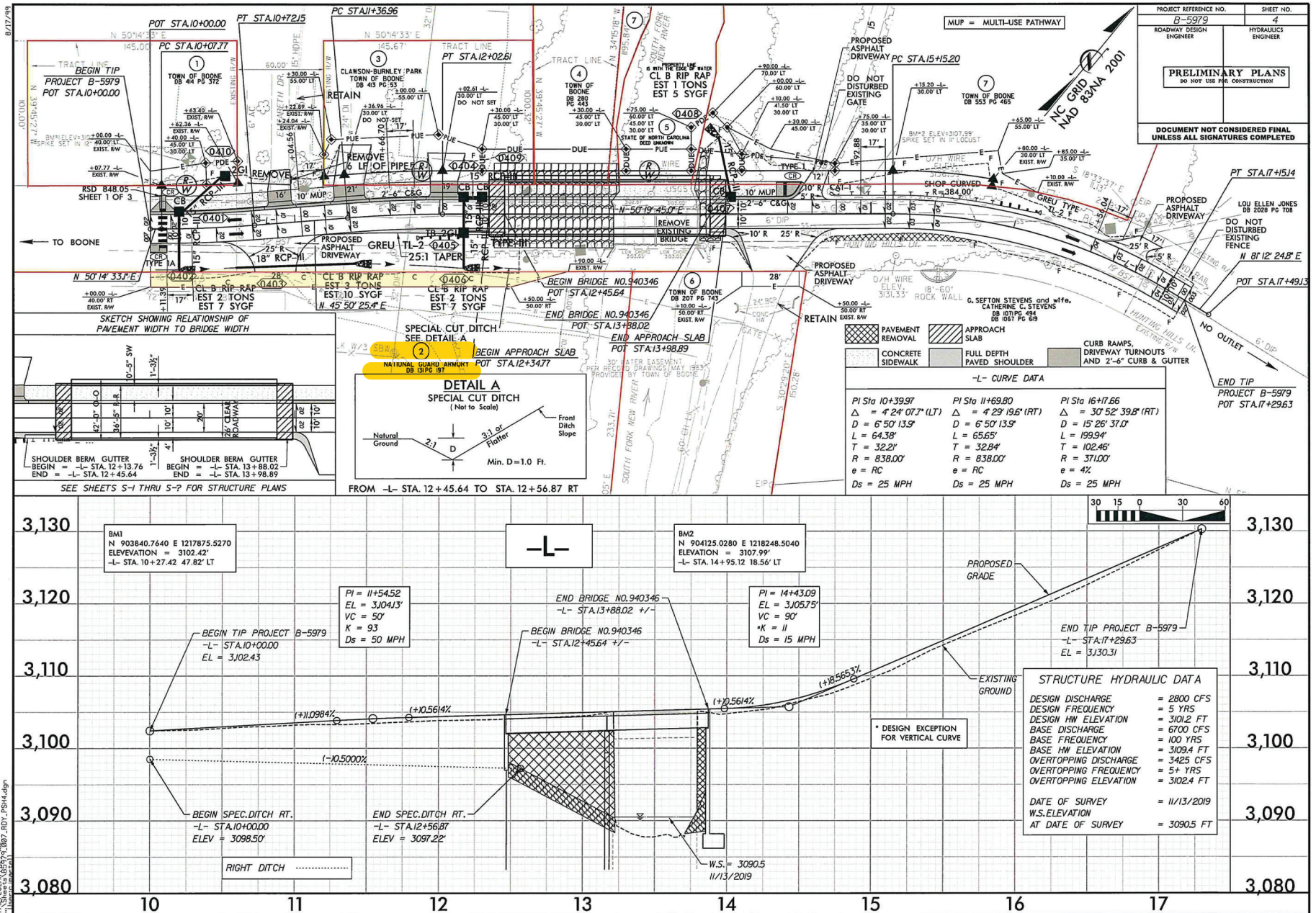
(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

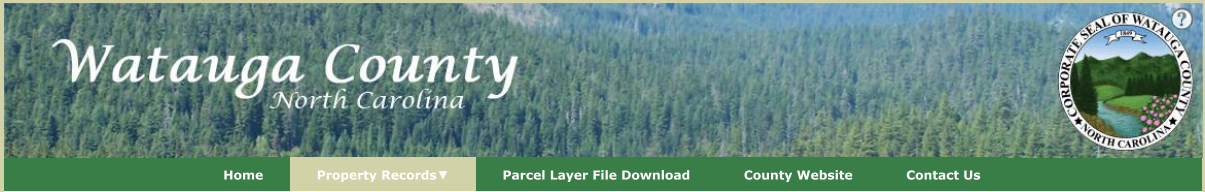
The original of this form was handed/mailed, if out of state owner, to COUNTY OF WATAUGA/TOWN OF BOONE on AUGUST 20, 20 21. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 828-413-4131

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.


 (Signed) _____
 Justin Powell - Right of Way Agent





- Summary
- Profile
- Owner
- Sales
- Residential
- Commercial
- OBV
- Land
- Sketch
- Full Legal
- Agricultural
- Map
- Parcel Tree
- Values
- Comments

PARID: 2910738447000
 NATIONAL GUARD ARMORY,

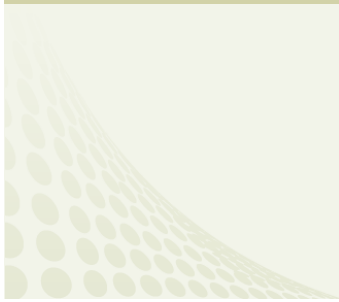
274 MARTIN LUTHER KING JR ST

Parcel Map (1 of 3 layers)

PARID: [2910738447000](#)
 NATIONAL GUARD ARMORY, 274 MARTIN LUTHER KING JR ST

Parcel	Sales
Parcel	
ParID	2910738447000
Tax Year	2021
SITUS Address	274 MARTIN LUTHER KING JR ST
City, State, Zip	BOONE , NC , 28607
Unit #	
Unit Description	05CR - STATE FARM ROAD
NRHD	

[Zoom to](#)



Watauga County

North Carolina



- [Home](#)
- [Property Records ▾](#)
- [Parcel Layer File Download](#)
- [County Website](#)
- [Contact Us](#)

Summary

Profile

Owner

Sales

Residential

Commercial

OBY

Land

Sketch

Full Legal

Agricultural

Map

Parcel Tree

Values

Comments

PARID: 2910738447000
NATIONAL GUARD ARMORY, 274 MARTIN LUTHER KING JR ST

Parcel

ParID	2910738447000
Tax Year	2021
SITUS Address	274 MARTIN LUTHER KING JR ST
City, State, Zip	BOONE , NC , 28607
Unit #	
Unit Description	
NBHD	05CB - STATE FARM ROAD
Class	EX - EXEMPT
Land Use Code	E01 - GOVERNMENT (278.1)
Living Units	0
CAMA Acres	5.7
Zoning	BOOI - BOOI
Map #	2910-73-8447-000

Jan 1 Values

Land Value.	329,500
Building Value	546,200
=====	
Appraisal Total	875,700
Exemptions or Exclusions	875,700
Land Deferred Value	
=====	
Taxable Total	0

Owner Mailing

Tax Year	2021
Sequence Number	0
Owner Number	1500598
Owner	NATIONAL GUARD ARMORY
Mailing Address	STATE FARM RD.
City, State, Zip	BOONE NC 28607

Legal Description

Township 11 - NEW RIVER

1 of 1

[Return to Search Results](#)

Actions

- [Printable Summary](#)
- [Printable Version](#)

Reports

PRC Report

Go

City Code
Jurisdiction (Tax Code District) C02 - BOONE
Unit Desc
Unit #
Book 131
Page 197
Legal Desc 1
Deeded Acres 5.70

Sale Date	Book	Page	Sale Price	Grantor	Grantee
01-JAN-85	131	197			

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Last Updated: 05/May/2021
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NORTH CAROLINA

WATAUGA COUNTY

WARRANTY DEED

THIS DEED, made this 29th day of June, 1972, by the Town of Boone, a duly and lawfully created and existing Municipality in Watauga County, North Carolina, party of the first part, to the County of Watauga, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part is now the owner in fee simple of the lands described below upon which it is contemplated that a National Guard Armory will be constructed which will be devoted to the use of the North Carolina National Guard, or any similar or successor military organization;

AND WHEREAS the County of Watauga has requested said party of the first part to deed a one half undivided interest in said property to it in order that both parties herein might properly deed same to the State of North Carolina for the specific purpose expressed above;

AND WHEREAS the party of the first part has determined by appropriate resolution of the Board of Alderman that it would be to the public interest to convey a one half undivided interest in said property to the party of the second part in order that both parties herein may convey same to the State of North Carolina for such time as said property may be required by the State of North Carolina for military purposes, in the opinion of the North Carolina Armory Commission, or its successors, either for the use of the State of North Carolina or for the use of the United States of America under the provisions of the National Defense Facilities Act of 1950; and

WHEREAS the County of Watauga has agreed to accept such conveyance under the conditions specified;

NOW, THEREFORE, for and in consideration of the promises and pursuant to Chapter 143, Section 235 and Chapter 160A, Section 275, of the General Statutes of North Carolina, as amended, the party of the first part has bargained and sold, and subject to the conditions hereinafter expressed, does hereby bargain, sell and convey unto the party of the second part, and its successors, a one half undivided interest in and to that certain tract or parcel of land situate in Watauga County, State of North Carolina, and

C. BANKS FINGER
Attorney
Boone, N. C. 28607
Phone 264-9282

AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. State Highway Patrol Lease Renewal

MANAGER'S COMMENTS:

The lease for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) is scheduled for renewal. The requested renewal amount is the same rate as the current amount of \$4,560 annually. The term of the lease is for a three (3) year period commencing on July 1, 2021 and ending June 30, 2024.

Board action is requested, contingent upon County Attorney review, to approve the lease with the North Carolina State Highway Patrol (NCSHP) from July 1, 2021 to June 30, 2024.



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

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

March 3, 2021

Deron Geouque
Watauga County Manager
842 W. King Street, Suite 1
Boone, NC 28607

RE: Lease Agreement, Watauga County – File #95-512, 184 Hodges Gap Road, Boone, NC

Dear Mr. Geouque:

I hope you are doing well. Hard to believe it is time for another lease for the Highway Patrol. Please find enclosed two (2) originals of the above-mentioned lease agreements, along with a PO-28. Upon your review and approval, please **sign**, have your signature notarized, and return the lease agreements and PO-28 form to me as soon as possible. Once the signed lease agreements are received from you, the Director of State Property will execute on the State's behalf and the effective date will be inserted on the first page. A fully executed original will then be forwarded to you for your files.

In the meantime, if you have any questions, please feel free to contact me at (919) 324-6467. Thank you for your assistance in this matter.

Sincerely,

Ron Moore
Real Property Manager

Enclosures (2)

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



An Equal Opportunity Employer

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

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2021, by and between, **COUNTY OF WATAUGA** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

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

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

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

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

Being +/- 365 net square feet of office space located at 184 Hodges Gap Road, Boone, Watauga County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY (Highway Patrol)

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

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of July 2021**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2024**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$4,560.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$380.00** Dollars, said rental to be payable within five (5) days from receipt of invoice to P. O. Box 157, Leland, NC 28451

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

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

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
- C. All utilities, except phone and data.
- D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- E. Adequate Parking.
- F. All janitorial services and supplies.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

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

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

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

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

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

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

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

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

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

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **842 West King street, Boone, North Carolina 28451**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

LESSEE:
STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

LESSOR:
COUNTY OF WATAUGA

By: _____ (SEAL)
Deron Geouque, County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2021.

Notary Public: _____

Printed Name: _____

My Commission expires _____

STATE OF NORTH CAROLINA
COUNTY OF _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2021.

Notary Public: _____

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. All utilities, except phone and data.
7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
8. All janitorial service and supplies.
9. Locking hardware is required on the front and rear door only.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of the Lessor

Date

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2021, by and between, **COUNTY OF WATAUGA** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

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

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

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

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

Being +/- 365 net square feet of office space located at 184 Hodges Gap Road, Boone, Watauga County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY (Highway Patrol)

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

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of July 2021**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2024**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$4,560.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$380.00** Dollars, said rental to be payable within five (5) days from receipt of invoice to P. O. Box 157, Leland, NC 28451

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

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

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
- C. All utilities, except phone and data.
- D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- E. Adequate Parking.
- F. All janitorial services and supplies.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

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

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

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

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

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

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

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

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

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

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **842 West King street, Boone, North Carolina 28451**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

LESSEE:
STATE OF NORTH CAROLINA

By: _____(SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

LESSOR:
COUNTY OF WATAUGA

By: _____(SEAL)
Deron Geouque, County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2021.

Notary Public: _____

Printed Name: _____

My Commission expires _____

STATE OF NORTH CAROLINA
COUNTY OF _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ___ day of _____, 2021.

Notary Public: _____

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. All utilities, except phone and data.
7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
8. All janitorial service and supplies.
9. Locking hardware is required on the front and rear door only.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but is not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of the Lessor

Date

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

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

1. NAME OF LESSOR: Watauga County
 2. LESSOR'S AGENT: Deron Geouque, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT
 F. ***** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES** G. OTHER:

MAILING ADDRESS: 842 W. King Street, Suite 1
 CITY: Boone ZIP: 28607
 PHONE: #828-265-8000 FAX#: 828-264-3230
 E-MAIL: deron.geouque@watgov.org

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

STREET ADDRESS: 184 Hodges Gap Road
 CITY: Boone COUNTY: Watauga ZIP CODE: 28607

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

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE: 365
 B. WAREHOUSE
 C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

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

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	365	\$4,560.00	\$12.50	YES	YES	
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide (2) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

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

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

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

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES
OFFICE					
WAREHOUSE					
OTHER					
TOTALS			XXXX	XXXX	XXXX

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

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: 7/1/2021

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: No

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

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES NO

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

Is the proposed building free of hazardous asbestos? YES NO
 Is the proposed building free of hazardous lead paint? YES NO

DEPARTMENT: Department of Public Safety DIVISION:
 CITY: SQUARE FEET: AGENT:

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

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

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

YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Public Safety. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 9/30/21. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

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

Printed Name of Lessor

Signature of Lessor _____
Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650
Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina
Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

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

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

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and interior columns
 - h. Other space not usable for State purposes

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

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

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

1. NAME OF LESSOR: Watauga County	2. LESSOR'S AGENT: Deron Geouque, County Manager
--------------------------------------	---

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT
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CITY: Boone ZIP: 28607	CITY: ZIP:
PHONE: #828-265-8000 FAX#: 828-264-3230	PHONE#: FAX#:
E-MAIL: deron.geouque@watgov.org	E-MAIL:

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

STREET ADDRESS	CITY	COUNTY	ZIP CODE
184 Hodges Gap Road	Boone	Watauga	28607

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

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE 365	B. WAREHOUSE	C. OTHER
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

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

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	365	\$4,560.00	\$12.50	YES	YES	
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide (2) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

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

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

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

Comments:

7. LEASE TERM : 3 YEARS BEGINNING DATE: 7/1/2021

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: No

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The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES NO

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

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

DEPARTMENT: Department of Public Safety	DIVISION:
CITY:	SQUARE FEET: AGENT:

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

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

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

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EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Public Safety. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 9/30/21. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

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Printed Name of Lessor

Signature of Lessor

Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650

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(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

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

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

DEPARTMENT:

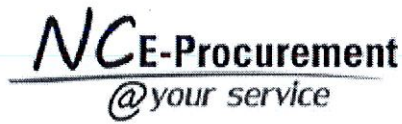
DIVISION:

CITY:

SQUARE FEET:

AGENT:

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



Current Lease

Purchase Order No. NC10447222 Title: LP- Office Lease Agreement - Boone Substation (SHP)

Issued on Tue, 19 Jun, 2018
Created on Tue, 19 Jun, 2018 by Ariba System

State Agency Tax Exempt Number: 400057

Supplier:

Watauga County
814 WEST KING STREET
Boone, NC 28607
United States
Phone: 18282658000
Fax: 1
Contact: Tammy Adams

Ship To:

H62 - Central
NC HIGHWAY PATROL
NC DEPARTMENT OF PUBLIC SAFETY
1300 BLUE RIDGE ROAD
Raleigh, NC 27607
United States
Phone: 1919-733-7956

Bill To:

19PT
NCDPS Accounts Payable
MSC 4220
2020 Yonkers Road
Raleigh, NC 27604
United States
Phone: 1919-716-3300

Deliver To:

Eugene Golden

Entity Description: Department of Public Safety

Contract Name:
Contract Type: No
Requester: eegolden
Purchase Order No.: NC10447222
Requisition No.: RQ21217263
Other Costs: \$0.00 USD
Requester: Eugene Golden
Shipping Method: BEST WAY
FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Terms of Payment: N15
Commodity Code: 971-45 - Office Space Rental or Lease

ATTN: VENDOR COMMENTS

- Ronald R Moore, 06/06/2018:
All terms, conditions and responsibilities of said lease are hereby incorporated.

Lease/contract term is for three years (07/01/2018 thru 0/30/2021) with no renewal options. Lease is for +/- 365 square feet of office space located at 124 Hodges Gap Road, Boone, Watauga County, North Carolina.

This Purchase Order and Agreement is issued and shall be governed by the Laws of the State of North Carolina. Situs shall be Wake County, North Carolina. All Terms and Conditions of any Purchase Order or Agreement shall be superseded by the Terms and Conditions of the State of North Carolina.

This purchase order was issued by RON MOORE, Property Officer. Any questions regarding this purchase order should be directed to Ron Moore at (919) 324-6467 or ronald.moore@ncdps.gov. Item #1 of "Conditions and Instructions" does not apply to this service purchase order. (Ronald R Moore, Wed, 06 Jun, 2018)

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
------	-------------	-------------	------	-----	---------	------------	------------	-------------------------------

1	LEASE AGREEMENT for +/- 365 square feet of ...		dollar	4,560	None	\$1.00 USD	\$0.00 USD	\$4,560.00 USD
---	---	--	--------	-------	------	------------	------------	----------------

LEASE AGREEMENT for +/- 365 square feet of office space located at 124 Hodges Gap Road, Boone, Watauga Co., NC. Term of lease is for three years commencing on 07/01/2018 and terminating on 06/31/2021. Lease rate is \$4,560.00 per annum; \$380.00 per month.

Line 1 is for twelve months (07/01/2018 through 06/30/2019) (FY2019).

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
------	-------------	-------------	------	-----	---------	------------	------------	-------------------------------

2	LEASE AGREEMENT for +/- 365 square feet of ...		dollar	4,560	None	\$1.00 USD	\$0.00 USD	\$4,560.00 USD
---	---	--	--------	-------	------	------------	------------	----------------

LEASE AGREEMENT for +/- 365 square feet of office space located at 124 Hodges Gap Road, Boone, Watauga Co., NC. Term of lease is for three years commencing on 07/01/2018 and terminating on 06/31/2021. Lease rate is \$4,560.00 per annum; \$380.00 per month.

Line 2 is for twelve months (07/01/2019 through 06/30/2020) (FY2020).

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
------	-------------	-------------	------	-----	---------	------------	------------	-------------------------------

3	LEASE AGREEMENT for +/- 365 square feet of ...		dollar	4,560	None	\$1.00 USD	\$0.00 USD	\$4,560.00 USD
---	---	--	--------	-------	------	------------	------------	----------------

LEASE AGREEMENT for +/- 365 square feet of office space located at 124 Hodges Gap Road, Boone, Watauga Co., NC. Term of lease is for three years commencing on 07/01/2018 and terminating on

06/31/2021. Lease rate is \$4,560.00 per annum; \$380.00 per month.

Line 3 is for twelve months (07/01/2020 through 06/30/2021) (FY2021).

Total	\$13,680.00 USD
--------------	------------------------

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this the 19th day of June, 2018, by and between, **COUNTY OF WATAUGA** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

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

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

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

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

Being +/- 365 net square feet of office space located at 184 Hodges Gap Road, Boone, Watauga County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY (Highway Patrol)

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

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of July, 2018**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2021**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$4,560.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$380.00** Dollars, said rental to be payable within five (5) days from receipt of invoice to P. O. Box 157, Leland, NC 28451

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

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

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
- C. All utilities, except phone and data.
- D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- E. Adequate Parking.
- F. All janitorial services and supplies.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

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

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

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

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

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

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

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

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

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

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **842 West King street, Boone, North Carolina 28451**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

LESSEE:
STATE OF NORTH CAROLINA

By: Joanne Rowland (SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

LESSOR:
COUNTY OF WATAUGA

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

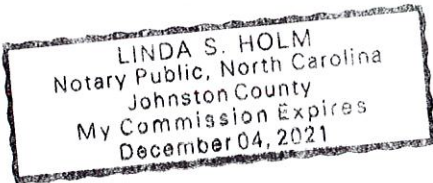
This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

6-5-18 Margaret [Signature]
Date Finance Director

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, LINDA S. HOLM, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 19th day of June, 2018.



Notary Public: Linda S. Holm

Printed Name: LINDA S. HOLM

My Commission expires 12/4/21

STATE OF NORTH CAROLINA
COUNTY OF Watauga

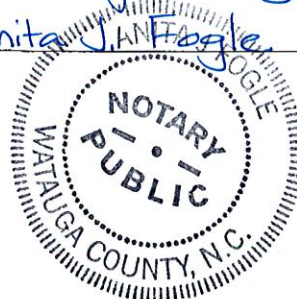
I, Anita J. Fogle, a Notary Public in the County and for the State aforesaid, do hereby certify that Deron Geougue, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 8th day of June, 2018.

Notary Public: Anita J. Fogle

Printed Name: Anita J. Fogle

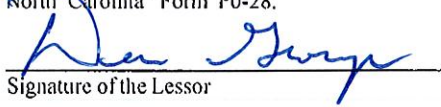
My Commission expires July 21, 2021



SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. All utilities, except phone and data.
7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
8. All janitorial service and supplies.
9. Locking hardware is required on the front and rear door only.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but is not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.


Signature of the Lessor

6-9-2018
Date

AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

Valle Crucis Historic Preservation Commission

Mr. Allen Culler has resigned his seat on the Valle Crucis Historic Preservation Commission (VCHPC). The VCHPC consists of five members. Three must reside in the District and two must be members of the Valle Crucis Community Council; however, residence within the District is not required for those two seats. Mr. Culler filled one of the two Community Council seats. Mr. Scott Jensen, a member of the Community Council, is interested in being appointed in Mr. Culler's place. Time is of the essence for this appointment in order for the VCHPC to have full membership to consider the upcoming application for Certificate of Appropriateness for the new Valle Crucis School.

Watauga County Public Library

The Watauga County Library Board recommends that Patricia Swartzbaugh be appointed a first term to replace Ms. Ala Sue Moretz who just finished her second term.

Social Services Advisory Board

The Social Services Advisory Board has recommended the appointment of Ms. Reagan Breitenstein to replace Ms. Sharon Breitenstein for a four-year term.

All of the above are first readings.



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

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

Memorandum

Date: August 27, 2021

To: Board of Commissioners, County Manager

From: Joe Furman, Director

RE: Valle Crucis Historic Preservation Commission

Mr. Allen Culler informed me on August 23rd that he will be unable to continue serving on the Valle Crucis Historic Preservation Commission. The HPC consists of five members; three must reside in the District and two must be members of the Valle Crucis Community Council, residence within the District is not required for those two seats. Mr. Culler filled one of those two Community Council seats. Mr. Scott Jensen, a member of the Community Council, is interested in being appointed in Mr. Culler's place; his Volunteer Application is attached. Also attached FYI is the current roster of the Community Council. Its last meeting was in November, 2019 since in-person meetings were essentially not possible last fall. It is unknown whether a 2021 meeting can be scheduled. Time is of the essence for this appointment in order for the HPC to have full membership to consider the upcoming application for Certificate of Appropriateness for the new Valle Crucis School.

VALLE CRUCIS COMMUNITY COUNCIL ROSTER

Allen Culler
2714 Clarks Creek Road
Banner Elk, NC 28604
963-5392
APPOINTED: 11/19
EXPIRES: 11/22

Erin Welsh, Vice-Chair
PO Box 608
Valle Crucis, NC 28691
828.406.4334
emthompson1981@gmail.com
APPOINTED: 9/18
EXPIRES; 9/21

Margaret L. Love
PO Box 654
Valle Crucis NC 28691
Office [828.963.4453](tel:828.963.4453) | Cell [828.260.1126](tel:828.260.1126)
director@vcconferences.com
APPOINTED: 9/18
EXPIRES: 9/21

Mary Wood
PO Box 561
Valle Crucis, NC 28691
297-5921 (H)
original@skybest.com
APPOINTED: 11/19
EXPIRES: 11/22

Susan Musilli, Secretary
PO Box 563
Valle Crucis, NC 28691
susan.mountainflower@gmail.com
963-7756 (h)
APPOINTED: 9/17
EXPIRES: 9/20

NOVEMBER 13, 2019

Joel Church
3606 Broadstone Road
Valle Crucis, NC 28691
773-0733 (W)
pmopllc@gmail.com
APPOINTED: 11/19
EXPIRES: 11/22

Howell Cook, Chair
PO Box 633
Valle Crucis, NC 28691
963-4714 (h)
APPOINTED: 9/18
EXPIRES: 9/21

Scott Jensen
181 Taylor Rose Lane
Valle Crucis, NC 28691
jensenc@skybest.com
264-6006 (W)
963-7099 (h)
APPOINTED: 11/19
EXPIRES: 11/22

Henri Deschamps
1644 Broadstone Road
Banner Elk, NC 28604
963-6662
263-7588
henri-deschamps@outlook.com
APPOINTED: 11/19
EXPIRES: 11/22

**Volunteer Application
Watauga County Boards And Commissions**

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

*Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230*

Name: _____

Home Address: _____

City: _____ Zip: _____

Telephone: (H) _____ (W) _____ (Fax) _____

Email: _____

Place of Employment: _____

Job Title: _____

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|------------------------------|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1.
2.
3.

**Volunteer Application
Watauga County Boards And Commissions
(Continued)**

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

**Work
Experience:**

**Volunteer
Experience:**

**Other
Experience:**

**Other
Comments:**

Signature: _____

Date: _____

Print Form

Reset Form



August 16, 2021

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

Dear Mr. Welch:

At the regular meeting of the Watauga County Library Board on July 8, 2021, board members voted unanimously to recommend to Watauga County Commissioners that Patricia Swartzbaugh be appointed to the Watauga County Library Board for a first term to replace Ala Sue Moretz, who just finished her second full term.

Please approve the recommendation of the library board, and notify Patricia and me of this reappointment. Thanks to you and all of the commissioners for your continued support of our library. Patricia resides at 293 Will Glenn Rd., Sugar Grove, NC 28679.

Sincerely,

Sandra Basel
Watauga County Library Board Chair

cc: Monica Caruso
Watauga County Librarian

Jane Blackburn
Regional Director of Appalachian Regional Libraries

**Volunteer Application
Watauga County Boards And Commissions**

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

*Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230*

Name: Reagan Styles Breitenstein
Home Address: 120 Dr. Perry Drive
City: Banner Elk Zip: 28604
Telephone: (H) (828)963-6390 (W) (210)313-5355 (Fax) n/a
Email: breitensteinrs@appstate.edu
Place of Employment: Appalachian State University
Job Title: Assistant Professor of Psychology

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input checked="" type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1.
2.
3.

Volunteer Application
Watauga County Boards And Commissions
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

I am a developmental psychologist who specializes in researching various environmental factors such as SES, household chaos, eating, weight, and other social and demographic variables that contribute to sleep problems in children and adolescent, as well as family dysregulation as a whole. I have published a number of papers and book chapters in academic journals on these and related topics and have presented my work at national and international conferences over the last decade. At Appalachian State, I regularly teach topics such as Research Methods in Psychology and Child and Adolescent Psychology for undergraduate and graduate students, further showing my expertise in these areas. Finally, I have significant training in statistics and mathematics to understand what data and research findings mean, particularly as it relates to outcomes for families, children and adolescents.

Volunteer
Experience:

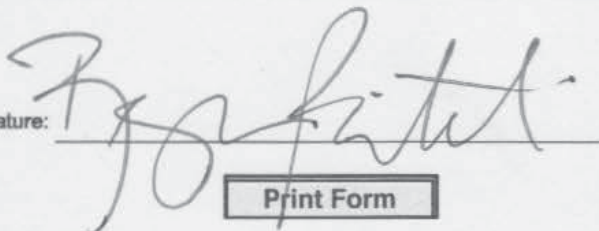
Most of my volunteer work in the last few years has taken place within the context of my graduate (PhD) training and departmental service for my job. Some my volunteer work includes giving tours and educating potential/new college students and the broader community about conducting psychological research. Further, I serve on a number of departmental committee aimed at hiring new faculty, selecting curriculum and books for courses at Appalachian State, presenting departmental scholarships aimed at helping students with financial need, and continually finding resources to integrate and improve anti-racism practices in our departments courses, psychology practice, and day-to-day practices. I have also contributed to volunteer service in the field of Developmental Psychology by serving as a reviewer for journal articles submitted for publication for over 10 different academic journals.

Other
Experience:

Two other key aspects of my work and experience that are worth highlighting are: 1) my extensive experience working with child and adolescent populations and mentoring undergraduate and graduate students in school and research, and 2) my significant prior work conducting research with multiple studies of children, families and adolescent populations. I've been a part of a number of state and federally funded research projects focused on answering critical questions related to family functioning and child and adolescent development.

Other
Comments:

Signature:



Date:

31 Aug 2021

Print Form

Reset Form

AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The High Country Council of Governments' 46th Annual Banquet scheduled for Friday, September 10, 2021, has been cancelled due to the COVID pandemic.

AGENDA ITEM 9:

PUBLIC COMMENT

AGENDA ITEM 10:

BREAK

AGENDA ITEM 11:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Personnel Matters – G. S. 143-318.11(a)(6)