

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

**TUESDAY, FEBRUARY 18, 2025
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: February 4, 2025, Regular Meeting February 4, 2025, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 18, 2025, AGENDA		9
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN EGGERS	11
5:45	5	COOPERATIVE EXTENSION UPDATE AND REQUESTS	MR. RICHARD BOYLAN	13
5:50	6	PROJECT ON AGING MATTERS	MS. ANGIE BOITNOTTE	
	A.	Request for Acceptance of FY 2025 Medicare Improvements for Patients and Providers Act (MIPPA) Grant/Contract		27
	B.	Requested Appointment of Home & Community Care Block Grant (H&CCBG) Advisory Committee and Lead Agency		33
5:55	7	MAINTENANCE MATTERS	MR. ROBERT MARCH	
	A.	Request for Exemption of Mini-Brooks Act		37
	B.	Request to Procure Engineering Service		41
	C.	Bid Award Recommendations		51
6:00	8	SHERIFF'S OFFICE MATTERS	CAPTAIN PRESTON RUSSELL	
	A.	Requested Award to Retiring Officer		63
	B.	Out-of-State Travel Request		65
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6:05	9	AEROSTAR RIGHT OF ENTRY AND SITE ASSESSMENT PRESENTATION	MS. DARLENE ABBOTT	75
6:10	10	EMERGENCY SERVICES MATTERS	MR. WILL HOLT	
	A.	Hurricane Helene Update		87
	B.	Request Bid Award for Valle Crucis School BDA/DAS		91
6:15	11	SOIL & WATER CONSERVATION PROPOSED SHARED PERSONNEL MUTUAL AID AGREEMENT	MS. MICHELLE KASEY	131

TIME	#	TOPIC	PRESENTER	PAGE
6:20	12	TAX MATTERS	MR. TYLER RASH	
		A. Monthly Collections Report		137
		B. Refunds & Releases		139
6:25	13	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Daymark Recovery System, Inc. Lease Renewal		145
		B. Boards and Commissions		151
		C. Announcements		163
6:30	14	BREAK		163
6:35	15	CLOSED SESSION		169
		Attorney/Client Matters per, G. S. 143-318.11(a)(3)		
		Land Acquisition per, G. S. 143-318.11(a)(5)(i)		
		Personnel Matters per, G. S. 143-318.11(a)(6)		
7:00	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 4, 2025, Regular Meeting

February 4, 2025, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 4, 2025**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 4, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Nathan Miller, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

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

APPROVAL OF MINUTES

Chairman Eggers presented the January 21, 2025, regular meeting and closed session minutes.

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to approve the January 21, 2025, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to approve the January 21, 2025, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Eggers called for additions and/or corrections to the February 4, 2025, agenda.

County Manager Geouque requested to add a proposed resolution in support of Watauga County School District's request for a two-week weather waiver and proposed amendments to SDR's contract for debris removal.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to approve the February 4, 2025, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

There was no public comment.

WATAUGA COUNTY SCHOOLS FY 2024-2025 CIP FUNDS REQUEST

Mr. Joseph Nash, Watauga County Schools Finance Director, requested the release of \$550,000 from the County’s CIP reserve to be used as follows:

CIP Reserves Project	Amount
Classroom Presentation Technology	\$80,000
HVAC/Sewer Pumps Repair/Replace	\$25,000
Technology Devices Repair/Replace	\$300,000
Heavy Vehicle Lift Install/Repair	\$75,000
Security Cameras	\$25,000
HP, BR, GV Classrooms, Bathrooms, Decking Renovations	\$15,000
Playground Updates/Renovations	\$30,000
TOTAL	\$550,000

Commissioner Marsh, seconded by Commissioner Greene, moved to release the CIP reserve funds as requested.

VOTE: Aye-5
Nay-0

WATAUGA COUNTY PUBLIC LIBRARY ANNUAL REPORT

Ms. Monica Caruso, County Librarian, presented the Watauga County Public Library Annual Report. Ms. Caruso reported on youth and adult services, activities at the Western Watauga Branch, volunteer activities and gave an overview of revenues and expenses, statistics, and grants received. The report was for information only and, therefore, no action was required.

PROPOSED APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS

Ms. Angie Boitnotte requested the acceptance of Senior Center General Purpose funding in the total amount of \$14,855. Both Senior Centers were eligible; with \$11,100 for the Lois E. Harrill Senior Center and \$3,755 for the Western Watauga Community Center. A 25% local match totaling \$4,952 was required and included in the agency’s current budget.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to accept the Senior Center General Purpose funding in the amount of \$14,855 with the required 25% match.

VOTE: Aye-5
Nay-0

EMERGENCY SERVICES MATTERS

A. Bid Award for Comprehensive Disaster Recovery Management Services

Mr. Will Holt, Emergency Services Director, stated that bids were recently solicited for a firm to provide Comprehensive Disaster Recovery Management Services for Watauga County. The County received proposals from both Insight Planning & Development and Hagerty Consulting, Inc. After careful review and consideration, staff recommended Hagerty Consulting, Inc. Funding for these services will come from the Category Z funding through the FEMA Public Assistance program. County Attorney Miller stated that upon award of the bid for Comprehensive Disaster Recovery Management Services the necessary contract would be drafted.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to award Hagerty Consulting, Inc. the bid for Comprehensive Disaster Recovery Management Services and to direct the County Attorney to draft a contract.

VOTE: Aye-5
Nay-0

B. Proposed Resolution Authorizing the Disaster Applicant's Form

Mr. Will Holt, Emergency Services Director, requested approval of a resolution authorizing the Disaster Applicant's Agent form which was a requirement from the NC Emergency Management Hazard Mitigation Team. There were 40 applicants requesting assistance. County Attorney Miller stated that he was not happy with all of the terms; however, it was a form that could not be changed and would be required for the 40 citizens to receive assistance. Mr. Holt stated, if the County acquired property during the process (at the request of the property owner), the acquisition would be brought to the Board for consideration.

Commissioner Marsh, seconded by Chairman Eggers, moved to adopt the resolution designating the County's applicant agents as presented.

VOTE: Aye-5
Nay-0

C. Proposed Amendments to SDR Contract for Debris Removal

Mr. Will Holt, Emergency Services Director, requested approval of a resolution authorizing the Disaster Applicant's Agent form. Mr. Holt stated that this was a requirement from the NC Emergency Management Hazard Mitigation Team. Mr. Holt stated that in 2022 the Board of Commissioners approved a Memorandum of Understanding (MOA) with the North Carolina

Department of Transportation (NCDOT) for debris management which would expedite debris removal during times of disaster. The State has agreed to renegotiate fees which would allow for more competitive pricing and doesn't alter reimbursements. Therefore, the proposed amendments would update the contract provisions to better align with State and Federal requirements as well as provide an updated Fee Schedule that better aligns with the present market conditions for trucking and regional debris removal.

After discussion, Vice-Chairman Castle, seconded by Chairman Eggers, moved to approve the SDR contract amendments as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution in Support of the Watauga County School District's Request for a Two-Week Weather Waiver

County Manager Geouque presented a proposed resolution in support of the Watauga County School District's request for a two-week weather waiver for the calendar start date of school. This was needed, not only due to the recent Hurricane but, due to the amount of snow days experienced each year as well.

Commissioner Marsh, seconded by Commissioner Hodges, moved to adopt the resolution in support of the Watauga County School District's request for a two-week weather waiver for the calendar start date of school.

VOTE: Aye-5
Nay-0

B. Proposed Resolution Authorizing the Advertisement of A Lease with Red Cross

County Manager Geouque stated that the American Red Cross needed to relocate from the Health Department building as the Health Department and Veteran's Office planned to utilize the space they were in for a Veteran's Clinic. The Red Cross requested a lease for space at the East Annex (Rock Building) due to the relocation. The request was for a three (3) year term to start March 4, 2025, through February 29, 2028. Rent was one dollar (\$1) per year.

Discussion was held in regards to having the lease be for one year to allow time during budget discussions to determine whether the space in the Rock Building needed to be utilized by County Departments. County Attorney Miller stated that if the lease was for 363 days a resolution would not need to be published. If it were for one to ten years, ten-day public notice of a resolution authorizing the lease would be required.

Chairman Eggers, seconded by Commissioner Greene, moved to direct staff to present the lease for a term of 363 days to The Red Cross and, if they agree, to execute such a lease contingent upon the County Attorney's approval of the lease.

VOTE: Aye-5
Nay-0

C. Referral of Fire Appendices to Planning Board

County Manager Geouque stated that there had been a Commissioner request for the recently adopted Fire Appendices to be reviewed by the Planning Board.

Commissioner Marsh, seconded by Commissioner Hodges, moved to direct staff to send the adopted Fire Appendices to the Planning Board for review.

VOTE: Aye-5
Nay-0

D. Annual Pre-Budget Retreat Tentative Agenda

County Manager Geouque presented a draft agenda for the upcoming Annual Pre-Budget Retreat. Per Commissioner request, the Sheriff's Office has been invited to present at the retreat and staff has started the process of preparing and compiling the information for the retreat. The County Manager stated that the Retreat would be held in the Commissioners Board Room rather than at the Recreation Center as listed on the draft agenda.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve the Annual Pre-Budget Retreat agenda as presented with the correction to the meeting place.

VOTE: Aye-5
Nay-0

E. Boards and Commissions

County Manager Geouque presented the following:

Watauga Medical Center Board of Trustees

The Watauga Medical Center Board of Trustees had recommended Lisa Cooper for reappointment and Matthew Vincent for appointment as Board Trustees. Each of their terms would be effective January 1, 2025, through December 31, 2027. This was a second reading.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to reappoint Lisa Cooper and appoint Matthew Vincent with each term to begin on January 1, 2025, and end on December 31, 2027.

VOTE: Aye-5
Nay-0

Watauga County Board of Adjustment

County Manager Geouque stated that the Board of Adjustment term of Ms. Sue Sweeting had expired. The revised NC General Statute 160D no longer makes any mention of appointments representing zoned areas of counties with partial-county zoning; therefore, it was not necessary to consider where appointees live. The term would be for three years. There were no recommendations from the Board of Adjustment at this time and no volunteer applications have been received by staff. Chairman Eggers stated that he had received an application from Mr. Shane Robbins. County Attorney Miller stated that the Board could table action until the next meeting, waive the second reading and make an appointment now, or request Mr. Robbins fill out an official County Volunteer Application prior to any action.

Chairman Eggers tabled consideration of Mr. Robbins until the next meeting.

F. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' 49th Annual Banquet was postponed due to Hurricane Helene and has been rescheduled for Friday, March 7, 2025, from 6:00 to 9:00 P.M. in the Grandview Ballroom at the Northwest End Zone Facility, Appalachian State University.
- An After Action Debrief with all Emergency Services in the area in regards to Hurricane Helene will be held on Saturday February 22, 2025, at the Caldwell Community College Campus.

Commissioner Marsh followed up by stating that the Debrief has been delayed until March and he would bring details to a future meeting.

CLOSED SESSION

At 6:37 P.M., Commissioner Marsh, seconded by Commissioner Greene, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to resume the open meeting at 7:50 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Chairman Eggers, seconded by Vice-Chairman Castle, moved to adjourn the meeting at 7:51 P.M.

VOTE: Aye-5
Nay-0

Braxton Eggers, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE FEBRUARY 18, 2025, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment will last up to 1-hour dependent upon the number of speakers.

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AGENDA ITEM 5:

COOPERATIVE EXTENSION UPDATE AND REQUESTS

MANAGER'S COMMENTS:

Mr. Richard Boylan, Area Agent, will update the Board on Extension matters, request authorization to apply for a Tobacco Trust Fund Grant in the amount of \$46,906.15 for shared use equipment grant, and approve an MOU with Working Landscapes for shared use equipment that has already been approved. The County Attorney has reviewed the MOU and lease agreement. No County funds are required.

Board action is required to approve the included items.

Watauga TTF Grant Application 2025-2026

Project Information

Project Title Small Farm Equipment for NWNC
(please limit to 5 words or less)
Word count 5 of 5

Grant Request Amount
46906 . 15

Total Project Cost
78570 . 15

All grant funds awarded by the NCTTFC will begin on or after November 1. (subject to change.)

Project Start Date
11/1/2025

Projected Ending Date
11/1/2026

Project Description

Provide a brief summary of your project for distribution to the general public through media. Please limit to 100 words.

A Project Description includes:

- 1. The name of the applicant organization that if awarded a grant will establish contractual relationship project.*
- 2. A description of the general tasks to be completed during the project period to fulfill this goal.*
- 3. The project's outcome(s).*
- 4. Who will benefit from the outcome(s).*

EXAMPLE: The ABC FFA Chapter will design and build a 10' X 20' greenhouse to facilitate the exploration through class work and Supervised Agricultural Experience. The lessons learned will increase the education in our program.

Word count 99 of 100

Select the Funding Priority that most closely aligns with your project

- Select One -Community Economic DevelopmentDevelopment of Natural ResourcesDiversification Initiatives and Resource Development

Select Your Proposal's Area of Impact

Project benefits a population that is tobacco-dependent or tobacco related AND is experiencing economic loss of employment, loss of farm income, increased expenses because of natural disaster or any other economic vitality of the population.

- Select One -At the Farm LevelAt the Manufacturing LevelAt both Farm & Manufacturing Level

Areas of North Carolina Served by the Project

Select the county, counties or Statewide, and indicate the percentage of NCTTFC funds to be delegated

Ashe	30 %
Avery	10 %
Burke	10 %
Caldwell	10 %
Watauga	30 %
Wilkes	10 %

Executive Summary

The High Country of NC is an area that attracts many new and young farmers, yet is also a region where soils are often agriculturally poor disproportionately with the region's high land prices. Cooperative Extension assists farmers at all stages of their careers with soil improvement: from soil testing to know one's baseline to recommending liming, fertilization, cover cropping, and other soil improvement techniques. For all farmers, and new farmers especially, the costs of suitable equipment that can support effective liming, appropriate tillage, and timely cover crop establishment and termination can be daunting. Cooperative Extension in Watauga County has addressed similar types of challenges for growers via a shared-use equipment program that allows growers to prototype or even make ongoing periodic use of items that they might not be able to afford to purchase. Past efforts have focused on laying and removing plastic mulch (with two mulch layers and one mulch lifter), and addressing soil hardpans (with a single-shank subsoiler). The management of these pieces of equipment (in conjunction with the County Soil & Water office) has been an ongoing success for nearly two full decades.

This current proposal seeks to expand the shared use equipment stable to be more accessible and useful to smaller vegetable farms in the region, along with farms choosing to move away from plastic mulches toward living mulches and soil regeneration. It would provide farmers in Watauga and adjacent counties of NC the chance to work with BCS brand, two-wheel tractors and implements for tillage, liming, fertilizing, cultivation, and cover crop establishment and termination. Additionally, the grant would cover a second, larger (non-BCS) lime spreader that could be towed with a farm truck or ATV, for areas of pasture or cropland beyond a scale that BCS-scale equipment could address. Finally, the grant would enhance the capacity for Watauga Extension to store, maintain, handle, and otherwise manage this equipment through a future of anticipated high demand.

The goals of this project are to provide both education and initial capacity to young, new, and diversifying farmers. Two wheel tractor equipment is suitable for farmers with smaller plots of land and less experience with large-scale agricultural equipment. It can be an ideal scale of equipment for small farms just outgrowing home-garden tools as they expand to a market garden scale. Cooperative Extension will use the equipment in this grant to teach growers about safe equipment usage, and about sustainable soil management techniques that the

provided implements can support. Additionally, the availability of this equipment will draw new and diversifying (toward market garden production) farmers to Cooperative Extension, thus solidifying connections between farms and Extension from the earliest stages of farm planning, production, and development.

Expected outcomes include an increased clientele base for Cooperative Extension, enhanced and more frequent communication between Cooperative Extension and market gardeners, and expanded adoption of sustainable soil management techniques, particularly cover crop rotations and appropriate tillage. New and diversifying vegetable growers just planning out their scales and time frames of market garden production will be the primary beneficiaries as they rent and make use of the shared use equipment. However, the High Country also has a number of local farms already invested in BCS equipment as part of their production infrastructure. These established farms would also benefit by being able to try out some of the more innovative cover cropping implements ahead of making their own purchases, And in cases where established market gardens using BCS equipment experience a tractor breakdown at a crucial moment in the season, they will potentially be able to access a shared-use tractor to cover their immediate needs.

The budget will cover two BCS-brand two wheel tractors. One of them, the BCS 852, is of a simpler, more-easily maintained, and proven design. It's a model that BCS has offered and supported with only minor changes since the 1990's. The second tractor, a BCS 749, is quite similar (being the same size and capable of using the same implements) but has a hydraulic clutch that offers safety and ergonomics advantages to certain clientele. In particular, the lower hand pressure required to actuate the 749's hydraulic clutch is preferred by many female, smaller-statured, and/or older users of BCS equipment. As for tillage implements, the budget will cover a rototiller, a strip tiller, a rotary plow, and a power harrow. In combination, these implements will allow growers to conduct primary through final tillage at depths of 1" - 9", and to incorporate lime, fertilizers, and composts to these depths as needed. Appropriate and mindful use of these implements will prevent soil hardpans and over-tillage that can result from moldboard plows or larger, 3-point hitch mounted rototillers. For cover crop establishment, the budget covers a drop-spreader / seeder that can handle both lime and cover crop seeds. And for cover crop termination, the budget covers a roller-crimper and a flail mower. All of these implements will work with both models of tractor specified, along with the two wheeled tractors owned by several market gardeners in the High Country region who are already in touch with Cooperative Extension. For handling these implements as growers pick them up and drop them off from Cooperative Extension, the budget covers a gantry and chain hoist, along with a hitch-mounted crane to aid loading into and out of trucks at locations away from the gantry location. Finally, the budget includes provisions for an additional shed and some tools for long-term maintenance and upkeep of all equipment.

With Tobacco Trust Fund Support, Cooperative Extension will be able to structure rental terms and fees to just cover parts and maintenance over the planned duration of this project, keeping the equipment affordable and accessible for growers.

Match Details

1. Funder, Contact, Phone, Email, Date Received

Working Landscapes

Contacts: Jon White, Rachel Kinard

803-429-3943

Emails: <jon@workinglandscapesnc.org><rachel@workinglandscapesnc.org>

Date Received: 11/11/2024

Confirmed?

Pending

Total \$

16164 .00

In-kind Details

Describe and include a realistic estimated value of any in-kind contribution from your organization, such as personnel, services, land/building donations, equipment, etc.

Cooperative built an equipment shed within the County's secure "Impound Lot" in 2019 (?) Two bays of this shed will be used for storage of some of the outlined BCS equipment, with more weather-sensitive components housed in the 10x16 shed that is part of this grant proposal. Promotion of the cover-cropping and sustainable tillage practices enabled by this equipment will be led by NC Cooperative Extension, as will be the logistics of equipment reservations and maintenance. The value of the shed space is estimated at \$8,000, and the yearly management of BCS equipment training, rental, and maintenance is valued at \$7,500, for a total in-kind match of \$15,500.

Do not include this data in your uploaded budget

APPLICANT: Watauga County / Watauga Cooperative Extension
PROJECT TITLE: Small Farm Equipment for NWNC
TOTAL REQUEST AMOUNT: \$44,500.00



General budget line item	Description of how funds will be spent. (items to be purchased, personnel names, type of supplies, etc.)	Tobacco Trust Fund Commission Grant Funds to Be Used for Project Expenses	Other funding sources to be used for purchase. (Matching Funds)	Total cost of item
Equipment	BCS Equipment from Earthtools - See Earthtools Quote File for full details	\$26,326.30	\$0.00	\$26,326.30
Equipment	Handling Equipment from Northern Tools - See Northern Tool Quote File for full details	\$5,599.49	\$0.00	\$5,599.49
Equipment	Lime Spreader from Conestoga Manufacturing - See Lime Spreader Quote for full details	\$5,123.00	\$0.00	\$5,123.00
Capital Improvements	Shed from Shed Central - See Shed Central Quote file for full details	\$5,357.36	\$0.00	\$5,357.36
Capital Improvements	Existing storage shed bays to be dedicated to this project (in-kind)	\$0.00	\$8,000.00	\$8,000.00
Administration	Cooperative Extension Management of Equipment rental, maintenance, and outreach (in-kind)	\$0.00	\$7,500.00	\$7,500.00
Supplies	Tools and supplies for maintenance	\$2,000.00		\$2,000.00
Capital Improvements	Gravel & Grading for new shed siting	\$2,500.00		\$2,500.00
Equipment	Initial batch of BCS equipment purchased with Working Landscapes USDA Climate Smart funding		\$16,164.00	\$16,164.00
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				\$0.00
	TOTALS	\$46,906.15	\$31,664.00	\$78,570.15

These values should match the amounts in the online application.
 \$0.00 Personnel
 \$0.00 Travel
 \$37,048.79 Equipment
 \$0.00 Administration
 \$7,857.36 Capital Improvements
 \$2,000.00 Supplies
 \$0.00 Cost Share
 \$0.00 Other

\$46,906.15 Total Grant Request
 If total is highlighted in RED:

MEMORANDUM OF UNDERSTANDING

Between
Working Landscapes and Watauga County Extension

This memorandum reflects the intention of Working Landscapes and Watauga County Extension (Watauga Extension)—organizations based in Warren and Watauga counties, respectively—to collaborate in order to advance the following shared goals:

Goals

- To promote the implementation of climate-smart agricultural practices that generate agricultural products, reduce greenhouse gas emissions, and enhance the biological function of the soil.
- To support the capacity of Watauga Extension to serve as a resource center for local farmers

With this intention, Working Landscapes will agree to purchase the equipment listed below (the equipment) to be utilized according to the terms described in this document.

Ownership and dispossession

Working Landscapes will maintain ownership of the equipment throughout the duration of the Food Hubs for Climate-Smart Agriculture program (climate-smart program), which is set to conclude on November 6th, 2028. At that time, Working Landscapes reserves the right to transfer ownership to Watauga County Extension or repossess the equipment. If the equipment is lost, destroyed, or if repair costs exceed the value of the equipment, neither Working Landscapes nor Watauga will be obligated to replace the equipment. If the equipment must be disposed of during the duration of the grant, Working Landscapes will take responsibility for its disposal.

Storage

All purchased equipment will be stored in the fenced and locked lot adjacent to the Watauga Agricultural Services building. Equipment will be protected in our semi-dry lean-to (and tarped if needed) and other covered spaces.

Maintenance Plan

Watauga Extension will perform routine maintenance, such as greasing connections, cleaning, and inspecting parts, as well as performing or contracting repairs. Costs for purchased parts and contracted repairs will be funded by Working Landscapes. Watauga Extension will submit receipts (when it's possible to pre-purchase using Extension funds) or dealership quotes documenting such expenses. Working Landscapes agrees to budget \$1,500 to pay for parts and service required during the term of the grant.

Promotion and Programming

Working Landscapes, Watauga Extension, and Blue Ridge Women in Agriculture will collaborate to create marketing materials and programming that educate the public about renting and using the equipment, and promote its use. This should include information available on Watauga Extension's website, printed materials, social media promotion, in-person events, and one-on-one technical assistance.

Program Operation

Watauga Extension will manage the equipment listed below in accordance with its existing shared-use equipment program, as described in [Protocols for Lease of Shared Use Equipment](#) and the [Shared Equipment Lease agreement](#).
[Watauga County Soil and Water list of equipment](#)

User Liability

The [Shared Equipment Lease agreement](#) will be signed and filed whenever the equipment is borrowed. Watauga Extension will maintain the equipment in a working and safe condition, ensuring that they and Working Landscapes are not liable for any accidents that happen when producers are using the equipment.

No-Cost Rental

Watauga Extension will not charge users for use of the machine during the term of the grant, ending November 6th, 2028.

Shared Use with TRACTOR Food and Farms

During the duration of the climate-smart program, Watauga Extension agrees to coordinate with TRACTOR Food and Farms (TRACTOR) in Mitchell County and Working Landscapes to loan the equipment to TRACTOR for a period of at least one month per year, unless otherwise negotiated. In this case, Working Landscapes and TRACTOR will assume responsibility for transporting the equipment to and from Watauga extension, and for returning it in equal condition.

Reporting

Watauga Extension will track the following data regarding the use of the equipment and prepare reports of the data upon request by Working Landscapes:

- Producer name and/or farm name
- Underserved status of producer
- Date of pick up
- Equipment/attachments requested

Equipment List

Item	Description	Estimated Cost
BCS 852 Tractor	2 wheel tractor	\$4,715
accessories	misc-hitch (male and female), foam filled tires, debris screen, flange, counter weights, couplers	\$1,112
Rotary Plow	helps to incorporate amendments and build beds	\$1,579
Power Harrow	used for reduced tillage, while also helping to prepare a nice bed for effectively direct seeding crops. This attachment can also help farmers easily incorporate amendments, compost, or biochar.	\$2,172
Drop seeder, spreader	spreads amendments or seeds cover crops	\$1,455
Flail Mower	used to terminate cover crops or other plant material and generates a fine residue that can be used as mulch	\$2,470
Crimper	used to terminate cover crops and create a more durable mulch compared to flail-mowed residues	\$995

Accepted and Agreed:

Working Landscapes Representative:

Watauga County Representative:

Signature: _____

Signature: _____

Print: _____

Print: _____

Date _____

Date _____

WL/Watagua County/ Equipment MOU

NC Cooperative Extension

Watauga County Center

971 W. King Street Boone, NC 28607

828-264-3061

BCS / Two-Wheel Tractor Shared Equipment Lease

The Agreement is entered into between Watauga Cooperative Extension (“Lessor”) and _____ (“Lessee”) on this ____ day of _____, 20____. For valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby leases to the Lessee certain items of equipment, subject to the terms and conditions set forth below.

1. Equipment. The following equipment is to be leased by Lessee (“Leased Equipment”):

- _____ -BCS 852 Tractor
- _____ -Rotary Plow
- _____ -Power Harrow
- _____ -Drop seeder / spreader
- _____ -Flail Mower
- _____ -Roller / Crimper
- _____ -Equipment Trailer
- _____ -Accessories Noted: _____
- _____
- _____

2. Term. Lease periods shall run for no more than one (1) week per lease agreement. Lessee agrees that the lease begins at a pick-up by appointment with an NC Cooperative Extension Agent, and lease period concludes at an appointed time for drop-off with the same NC Cooperative

Extension Agent. In cases where the NC Cooperative Extension Agent's soonest availability for a drop-off appointment is more than a week following pick-up, the rental period shall be so extended at no cost to the lessee. At both pick-up and drop-off, the appointed NC Cooperative Extension Agent and the Lessee shall jointly inspect the equipment with respect to condition and operability.

3. Rental Rate. At present, eligible growers may borrow above-listed equipment for periods of 1 week at no charge. In the event the Leased Equipment is not returned by the end of the specified rental period, Lessee shall be charged a late fee of \$50.00 per day for each piece of equipment that is not returned. In the event of inclement weather or other problems beyond the control of the Lessee prohibiting Lessee from completing the job by the agreed-to equipment return date, Lessor may adjust the late fee schedule and/or rental period at its sole discretion. Any adjustments to the rental rate must be approved in writing by Lessor to be valid and enforceable.

4. Lessee Warranties and Responsibilities. Lessee warrants that

- a. Lessee is familiar with the use and operation of the equipment being leased and that Lessee knows how to operate said equipment and will operate the equipment in a manner in which a reasonable prudent person would operate the equipment. The staff of Watauga Cooperative Extension will as-requested and as-available, provide technical services in educating the Lessee on proper use of the equipment.
- b. Lessee resides and farms in Watauga County, North Carolina, or an immediately adjacent North Carolina County. Lessee additionally acknowledges that Lessee is working with one or more of the staff of Watauga Cooperative Extension.
- c. Lessee is familiar with the applicable state, federal and local laws and regulations regarding the use and transportation of the equipment.

- d. Lessee shall, upon the execution of this Lease, provide current copies of all farm, auto, and/or inland marine liability insurance policies, along with a copy of a current and valid NC Driver's License in advance of this lease.
 - e. Lessee shall comply at all times with all applicable state, federal and local laws, ordinances, rules and regulations.
 - f. Lessee shall return the lease equipment in as good condition as when it was received, ordinary wear and tear excepted. Should lessee damage the equipment, then lessee shall be liable for all damages to the equipment, ordinary wear and tear excepted
 - g. Lessee shall not permit any other person or entity to use the Leased Equipment without the express written consent of Lessor.
 - h. Lessee shall pay a \$50.00 cleaning fee should the equipment be returned in an unsatisfactory condition.
 - i. Lessee shall pay any balances incurred due to late fees, equipment damage, or cleaning fees in full before becoming eligible for future equipment rentals.
5. Lessor Warranties. Lessor warrants that
- a. The Leased Equipment is in a good and workable condition. Lessor does not guarantee the performance of the equipment in any manner and assumes no liability for any damages that may occur due to the misuse or malfunction of said equipment.
6. General Provisions.
- a. Lessee agrees to indemnify and hold Lessor harmless from and against any and all losses, damages, claims or lawsuits which may arise or grow out of any type of injury or property

damage, incurred during Lessee's possession, transport and/or use of the Leased Equipment, and/or to any growing crops of any nature or kind, including pasture, whether arising from the intentional or negligent acts of Lessor, Lessee, Lessee's agents and/or assigns.

- b. Lessor shall be entitled to recover reasonable attorney's fees and any other costs or expenses incurred in connection with the enforcement of the terms of this Agreement.
- c. This Agreement shall be binding on and inure to the heirs and assigns of Lessee and Lessor.
- d. Venue shall be in Watauga County, North Carolina, and the laws of the state of North Carolina shall govern this Agreement.
- e. This is the entire agreement between the parties and can only be modified by written instrument signed by both the parties.

Lessee Name_____

Address_____

City/State/ZIP_____

Phone_____

Date Reservation Made_____

Date Lease Begins_____

Date Equipment to be Returned _____

Accepted and Agreed:

LESSOR:

LESSEE:

Signature: _____

Signature: _____

Print: _____

Print: _____

Date _____

Date _____

Anc/watagua count/Lease-Farm Equipment

AGENDA ITEM 6:

PROJECT ON AGING MATTERS

- A. Request for Acceptance of FY 2025 Medicare Improvements for Patients and Providers Act (MIPPA) Grant/Contract*

MANAGER’S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) Grant from the Seniors' Health Insurance Information Program (SHIP). The grant is in the amount of \$3,030 with no local match required.

Action is required to accept the MIPPA Grant in the amount of \$3,030 to expand low income subsidy outreach and supplies.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: February 6, 2025

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of the FY25 MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Seniors' Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$3,030 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, in non-traditional locations such as libraries, the Watauga County Recreation Center, local pharmacies, or senior housing complexes throughout the community. Remaining monies will be used for supplies and equipment for LIS outreach and education.

I recommend acceptance of these funds and will be present for questions or discussion.



**NORTH CAROLINA
DEPARTMENT OF INSURANCE**
MIKE CAUSEY, COMMISSIONER

State of North Carolina

County of Wake

Federal Award Agency: US Department of Health & Human Services, Administration for Community Living

Grant Information

<u>Contract Type</u>	<u>CDEA #</u>	
MIPPA Govt	93.071	
<u>Federal Award Date</u>	<u>Fiscal Year</u>	
09/18/2024	2024-2025	
<u>Performance Period Start Date</u>	<u>Performance Period End Date</u>	
09/01/2024	08/31/2025	
<u>Grant Award #</u>	<u>Cost Center</u>	<u>Award Amount</u>
2401NCMISH-00	16001659g24	\$ \$3,030.00

Award Total Amount

\$ \$3,030.00

Subrecipient Information

<u>Subrecipient Business Name</u>	<u>Subrecipient Address (incl. City, State, Zip)</u>	<u>Subrecipient Telephone #</u>
Watauga County Project on Aging/LE Harrill Sr Ctr	814 W. King St, Rm 216 Boone, NC 28607	(828) 265-8090

List of Required Subrecipient Statement of Work activities

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2024 through 8/31/2025; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website; and

Subrecipient Statement of Work and Line Item Budget Information

Attachment B - Statement of Work Items

Provide a narrative response for each question within the Statement of Work. *

1. We will expand Low Income Subsidy outreach and enrollment in Watauga County by conducting a minimum of four enrollment clinics during the period 9/01/2024 through 8/31/2025. We will hold these in non-traditional locations such as the Watauga County Public Library, the Watauga County Recreation Center, local pharmacies, and senior living apartment complexes.;
2. We will display Monthly Prevention and Wellness Campaign Posters in our county's two senior centers and at all SHIP outreach events and health fairs in which we participate.;
3. We will submit Client Counseling Contact and Public & Media Outreach (NPR) forms into the STARS system in a timely manner.;
- and,
4. We will continue to work with the High Country Area Agency On Aging to conduct outreach events in Watauga County.

Attachment C - Line Item Budget and Budget Narrative

All fields must be completed. Zero dollar amount is an acceptable answer. Must agree to the award amount

<u>Contractual Amount *</u>	<u>Construction Amount *</u>	<u>Supplies Amount *</u>
\$0.00	\$0.00	\$1,030.00
<u>Equipment Amount *</u>	<u>Other Amount *</u>	<u>Travel Amount *</u>
\$0.00	\$0.00	\$0.00
<u>Personnel Amount *</u>	<u>Fringe Amount *</u>	<u>Award Total</u>
\$2,000.00	\$0.00	\$3,030.00
<u>Total Project Amount *</u>		
\$3,030.00		

Written Description of Planned Expenditures *

We plan to use \$2,000 of the grant funds for personnel salary for time spent working on SHIP duties including Medicare counseling, required trainings, media and publicity engagement, and other outreach efforts. We plan to use the remaining \$1,030 of the grant funds to purchase paper, printer toner, and other supplies useful for holding events and outreach, as well as to conduct counselling. We also plan to purchase items for door prizes and handouts at outreach events such as tote bags, pocket folders, labels, medicine boxes, magnifiers, and other similar items.

After filling out this required Statement of Work responses and Line Item Budget information:

1. Press the Ctrl key and the letter P key at the same time. This will open a new screen to print out this information.
2. The printed document needs to be signed by your financial officer.
3. Scan the signed document so that it can be digitized for uploading.

below.

Does your County require a pre-audit? *

Yes

Attach Pre-Audit document *

Subrecipient Reviewer (person completing the questions and budget) Decision *

Approved - I (as the person completing the questions and budget) have completed Statement of Work and Budget Items.

The information that you enter will get merged into the Contract document when you press the Submit button below.

Attachment C

For the period 9/1/2024 – 8/31/2025

Line-Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

Subrecipient Name: Watauga County POA/LEH Senior Center
 _____ Award Amount: \$3,030.00_____

Budget	Amount
Contractual	
Construction	
Supplies	\$1,030.00
Equipment	
Other	
Travel	
Personnel	\$2,000.00
Fringe	
Total	\$3,030.00

(Pre-Audit Signature Below)

 Signature

 Date

Written description of planned expenditures:

We plan to use \$2,000.00 of the grant funds for personnel salary for time spent working on SHIP duties including Medicare counseling, volunteer coordination, required trainings, media and publicity engagement, and other outreach efforts.

We plan to use the remaining \$1,030.00 of the grant funds to purchase paper, printer toner, and other supplies useful for holding events and outreach, as well as to conduct counselling. We also plan to purchase items for door prizes and handouts at outreach events such as tote bags, pocket folders, labels, medicine boxes, magnifiers, and other similar items.

AGENDA ITEM 6:

PROJECT ON AGING MATTERS

B. Requested Appointment of Home & Community Care Block Grant (H&CCBG) Advisory Committee and Lead Agency

MANAGER’S COMMENTS:

Each year the Board is required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County’s allocation from the Home and Community Care Block Grant (H&CCBG) funds. These funds were previously established by the Older American’s Act and are administered by the North Carolina Division of Aging.

Board action is requested to approve the Watauga County Project on Aging as the Lead Agency and the list of nominations for the Community Care Block Grant Advisory Committee for FY 2026. In that this is the first reading, you may delay action or waive your policy and appoint the members to the Advisory Board as presented.

Direction from the Board is requested.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: February 11, 2025

SUBJ: Appointment of the Home and Community Care Block Grant (HCCBG) Advisory Committee and Lead Agency

Each year the Board of County Commissioners is required to appoint a Home and Community Care Block Grant Advisory Committee and Lead Agency. The primary function of this committee is to assist the County in determining the best plan for the use of HCCBG funds.

Please accept the attached list as nominations for the Home and Community Care Block Grant Advisory Committee for FY26. I also recommend that the Watauga County Project on Aging be appointed as the Lead Agency.

**HOME AND COMMUNITY CARE BLOCK GRANT
ADVISORY COMMITTEE FY 2026**

LEAD AGENCY

Angie Boitnotte, Director
132 Poplar Grove Connector, Suite A
Boone, NC 28607

Watauga County Project on Aging
265-8090
angie.boitnotte@watgov.org

ADVISORY COMMITTEE

NAME

REPRESENTING

Braxton Eggers
814 W. King St., Suite 205
Boone, NC 28607

Watauga County Board of Commissioners
265-8000
Braxton.Eggers@watgov.org

Zack Green
Area Agency on Aging
468 New Market Blvd.
Boone, NC 28607

High Country Council of Governments
265-5434 ext. 122
zgreen@hccog.org

Dustin Burluson, Community Relations Regional Director
200 Ridgefield Ct
Asheville, NC 28806

Vaya Health
(828)225-2785, ext. 3316; (828)467-1532
Dustin.burluson@vayahealth.com

Brooke Whitman, Watauga Center Director
132 Poplar Grove Connector, Suite B
Boone, NC 28607

Daymark Recovery Services
264-8759
brwhitman@daymarkrecovery.org

Karina Romero, Health Promotion Program Manager
126 Poplar Grove Connector
Boone, NC 28607

Appalachian District Health Department
264-4995
karina.romero@apphealth.com

Christie Markham, Adult Services Supervisor
132 Poplar Grove Connector, Suite C
Boone, NC 28607

Watauga County Department of Social Services
265-8100
christie.markham@watgov.org

TBD, Patient Resource Specialist
935 State Farm Rd
Boone, NC 28607

High Country Community Health
(828)262-3886

Kat Danner
280 Foster Circle
Boone, NC 28607

Senior Citizen
264-7985 or 773-0682
dannerk@charter.net

Mary Moretz
1419 Deerfield Rd.
Boone, NC 28607

Senior Citizen
(828)264-2281

Dr. Ed Rosenberg
278 Rushing Creek Dr., Unit D
Boone, NC 28607-5835

Senior Citizen
262-6146 (w)
RosenbergE@appstate.edu

Updated: 2/11/25

AGENDA ITEM 7:

MAINTENANCE MATTERS

A. Request for Exemption of Mini Brooks Act

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request board approval for a resolution exempting the County from the quality-based selection process required by the Mini-Brooks Act (N.C.G.S 143-64.3 1). The statute allows local governments to exempt specific projects from the provisions of the general statute if the estimated fee is less than \$50,000. The reason for the requested exemption is the specialty of the scope of services for the project and Blue Ridge Environmental Consultants existing knowledge of the project and past experience with the County.

Staff recommends the Board approve the resolution.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

DATE: February 13, 2025

RE: Request for Exemption of Mini Brooks Act

BACKGROUND

County staff has identified a need to consult with an engineer for the purpose of conducting a feasibility study of the Old Cove Creek Gym sports field which was destroyed by tropical storm Helene.

RECOMMENDATION

Staff requests the Watauga Board of County Commissioners pass a resolution to exempt the County from the quality-based selection process for procuring professional services as stated in the Mini Brooks Act. This exemption is a project "one-time exemption" for the purpose of conducting a feasibility study of the Old Cove Creek Sports Field.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION EXEMPTING WATAUGA COUNTY, NORTH CAROLINA
FROM THE PROVISIONS OF N.C.G.S. 143-64.31 (THE MINI-BROOKS ACT) PERTAINING TO
FEASIBILITY STUDY OF OLD COVE CREEK GYM SPORTS FIELD**

WHEREAS, N.C.G.S. 143-64.31 requires the initial selection of firms to provide architectural, engineering and surveying services (collectively “design services”) to be based on qualification and without regard to fee; and

WHEREAS, the County proposes to enter into a contract with Blue Ridge Engineering for soils engineering and materials testing services for the feasibility study of the Old Cove Creek Gym sports field; and

WHEREAS, N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of N.C.G.S. 143-64.31 if the estimated fee is less than \$50,000.00; and

WHEREAS, the estimated professional fee for the work done in connection with the Project is less than \$50,000.00.

THEREFORE, BE IT RESOLVED:

1. The above-described Project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.
2. This Resolution shall be effective upon adoption.

ADOPTED by Watauga County Board of Commissioners on this 18th, day of February, 2025.

Braxton Eggers, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 7:

MAINTENANCE MATTERS

B. Request to Procure Engineering Services

MANAGER'S COMMENTS:

Mr. Marsh will request the board approve a contract with Blue Ridge Environmental Consultants in the amount of \$45,000. The contract would provide a feasibility study for the Cove Creek facility grounds.


Board action is required to approve the contract pending County Attorney review and approval.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: February 13, 2025

RE: Request to Procure Engineering Service

BACKGROUND

The sports field at the Old Cove Creek Gym is unusable due to the damage left behind by tropical storm Helene. County Staff has performed an initial cleanup of the site which included the removal of stumps, lumber, fencing, metal debris and damaged site amenities. However, the site is still covered with a large amount of rocks, sand and silt.

Recently, the County insurance provider and FEMA officials concluded their inspections of the site. The insurance company has committed to restoring the facility to pre-storm condition provided the County completes the restoration project and pays the \$500,000 policy deductible. FEMA officials are reviewing and have stated that a possibility exists that FEMA will pay the insurance policy deductible, engineering fees and costs associated with designing the restoration project and covering the cost to mitigate the site from future damage where opportunities exist.

RECOMMENDATION

Staff recommends the County procure engineering support to conduct a feasibility study to document existing conditions and to define the area where site amenities can be restored without violating floodplain regulations.

Staff has met with Blue Ridge Environmental Consultants, PA, and discussed the project objectives. BREC has the ability to fly the site with LIDAR and determine how the site has been changed by the flood. The information gathered by the LIDAR survey will be valuable in determining the amount of fill which must be either exported or incorporated into the site. The survey will be part of a larger feasibility study which is vital to planning a successful project. Staff recommends the County contract with Blue Ridge Environmental Consultants for a fee of \$45,000 to conduct a feasibility study of the facility.

FISCAL IMPACT

The cost of this study should be a reimbursable expense through FEMA recovery funds.



February 13, 2025

Watauga County Maintenance
 Attn: Robert Marsh
 274 Winklers Creek Rd. Suite B
 Boone, NC 28607

RE: Old Cove Creek School Sports Facility Feasibility Study – Watauga County, NC

To Whom it May Concern,

It is our pleasure to make this proposal for the Old Cove Creek School Sports Facility Feasibility Study in Sugar Grove, NC. Blue Ridge Environmental Consultants, PA, a licensed NC Professional Engineering Firm are pleased to provide a proposal to perform feasibility level civil engineering site design for your project. The following proposal outlines our firm's understanding of the project, the scope of services, excluded services, the cost of our services, and our authorization requirements.

SCOPE OF WORK

1. **Technical Review of Compliance Requirements**
 - Review local, state, and federal regulatory requirements as they relate to site restoration and floodplain restrictions.
 - Identify key compliance issues and constraints affecting the feasibility of the proposed site improvements.
2. **Concept Plan Development**
 - Prepare a **Concept Plan** that incorporates site improvements while ensuring compliance with floodplain restrictions.
 - The plan will include the placement and general layout of:
 - Tennis court
 - Basketball court (any size)
 - Playground
 - Pavilion
 - Kids' soccer field (any size)
 - Wellhouse
 - Identify the **limit of any streambank improvements** deemed necessary for the site.
3. **Construction Estimate**
 - Provide a **preliminary construction cost estimate** based on the concept plan, factoring in materials, site conditions, and regulatory requirements.
4. **Produce Preliminary Existing Conditions Survey and Aerial Photography**

EXCLUSIONS AND ADDITIONAL TERMS

1. **Working Drawings and Final Design** – This feasibility study does not include the preparation of detailed working drawings, construction documents, or engineering plans.

1520 Meadowview Drive
 Wilkesboro NC 28697

staff@brec.biz
 www.brec.biz

336.844.4088

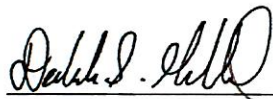
2. **Retaining Wall Design** – Any required retaining walls will be the responsibility of the owner or their contractor.
3. **Irrigation System Design** – Design of an irrigation system is not included.
4. **Traffic Impact Studies or Analysis** – Any traffic-related studies or analysis are excluded.
5. **Septic System Design and Soil Analysis** – No analysis or design for septic systems is included.
6. **Geotechnical Work and Clearing** – Any clearing necessary for geotechnical investigations is the responsibility of the owner.
7. **Flood Studies** – Any detailed flood modeling or additional flood-related studies beyond compliance reviews are excluded.
8. **Plan Rendering and Elevations** – No 3D renderings, elevation drawings, or artistic site visualizations are included.
9. **Geotechnical and Structural Engineering** – Any geotechnical or structural engineering, including slope design greater than 2:1, is excluded.
10. **Construction Oversight and Testing** – On-site construction management, material testing, and quality control services are not included.
11. **Fire Protection Sprinkler System Design** – Design for any fire protection or sprinkler systems is excluded.
12. **Wetland and Stream Delineations and Permitting** – This scope does not include jurisdictional determinations, delineations, or permitting related to wetlands or streams.
13. **Off-Site Utility Extensions** – Any off-site utility extension design is excluded.
14. **Photometric Plan** – A lighting or photometric plan is not included.
15. **Digital Data Acquisition Fees** – Any fees associated with acquiring digital data from governing jurisdictions are the responsibility of the owner.
16. **Permit Fees** – All permit fees are the responsibility of the owner.
17. **Water Availability, Stormwater Utility, and Mitigation Fees** – Any costs associated with water availability, stormwater utility, or mitigation fees are excluded.
18. **Printing Beyond Permit Requirements** – Any printing beyond what is required for permitting is excluded.
19. **Additional Services** – Any services not explicitly listed in the scope will be billed at unit rates based on the unit rate sheet.
20. **Project Feasibility and Discontinuation** – If the project is determined to be infeasible or if the owner decides not to proceed, the owner will be responsible for the pro-rated portion of services rendered up to the point of discontinuation.

AUTHORIZATION REQUIREMENT

This letter serves as the agreement for our services. You may indicate your acceptance of the agreement, our authorization to proceed, as well as our Terms of Service by signing below.

PROFESSIONAL FEE SCHEDULE

LUMP SUM - \$45,000



DEREK GODDARD, BREC PA

2/13/2025

DATE

AUTHORIZED AGENT- PRINT AND SIGN

DATE

Blue Ridge Environmental Consultants, PA

PROPOSAL ACCEPTANCE

Client Signature: _____ Date: _____

Please complete and return this page to **Blue Ridge Environmental Consultants, PA** to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms, Project Agreement/Authorization to Proceed, and Conditions of Service and agrees to be bound by such Terms and Condition of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title: _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Blue Ridge Environmental Consultants, PA TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to in writing signed by the parties in advance of the work provided, along with the accompanying Project Agreement and Authorization to Proceed constitute the entire Agreement ("AGREEMENT") under which Services are to be provided by Blue Ridge Environmental Consultants, PA ["BREC"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

INDEPENDENT CONSULTANT STATUS

Except as may be otherwise noted herein, BREC shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Sub consultants. Unless expressly stated in BREC's, Project Agreement and Authorization to Proceed BREC shall not serve as CLIENT'S agent or representative.

SCOPE OF SERVICES

It is understood that the Scope of Services, Professional Fees, exclusions, additional terms and time schedule defined in the Project Agreement and Authorization to Proceed are based on information provided by CLIENT and/or CLIENT'S contractor and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

STANDARD OF CARE

BREC shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any BREC report, opinion, plan or other Document of Service, in connection with BREC'S Services.

CLIENT understands and agrees that BREC'S professional judgment must rely on the facts learned during performance of the Scope of Services. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions in areas not evaluated by BREC, or which were not part of the immediate area(s) explicitly evaluated by BREC.

BREC'S professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes BREC to believe compliance with CLIENT'S wishes could result in BREC violating applicable Laws or Regulations, or will expose BREC to claims or other charges, BREC shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, BREC shall have the right to terminate its Services in accordance with the TERMINATION of provisions of this AGREEMENT.

If CLIENT decides to disregard BREC'S recommendations with respect to complying with applicable Laws or Regulations, BREC shall determine if BREC is required to notify the appropriate public officials. CLIENT agrees that such determinations are BREC'S sole right to make. CLIENT also agrees that BREC shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

CLIENT DISCLOSURES

CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish BREC with all known and unknown information as it becomes available regarding site conditions

CLIENT shall notify BREC of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].

If any Hazardous Materials are discovered, or are reasonably suspected by BREC after its Services are initiated, a Changed Condition shall exist.

INFORMATION PROVIDED BY OTHERS

CLIENT waives any claim of liability against BREC regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other

information in any form provided to BREC, including such information that becomes incorporated into BREC'S design documents

RISKS

CLIENT acknowledges that special risks are associated with projects of this scope and complexity. Including but not limited to project feasibility, costs, and profitability. At no time does BREC guarantee any of the above conditions.

The CLIENT understands that such risks cannot be eliminated and agrees that the Project Agreement and Authorization to Proceed is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request BREC to evaluate the risks and provide a higher level of feasibility to reduce such risks, if desired or appropriate.

RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of BREC'S Services. CLIENT hereby grants BREC and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for BREC to perform the Scope of Services.

Except where BREC'S Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of BREC'S Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by BREC.

BREC will take reasonable precautions to limit damage to the Site and Improvements during the performance of BREC'S Services, but makes no guarantees that said precautions will prevent any damage.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from the fulfillment of the Project Agreement and Authorization to Proceed.

UNDERGROUND UTILITIES

In addition to CLIENT-furnished information regarding underground utilities, BREC shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in BREC'S professional opinion. The extent of such precautions shall be at BREC'S sole discretion.

CLIENT recognizes that despite due care, BREC may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by BREC and/or BREC'S subcontractor(s) or provided to BREC from any entity may contain errors or be incomplete.

CLIENT agrees that BREC shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to BREC'S attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private locating services.

OWNERSHIP OF DOCUMENTS

With the exception of the copies of the BREC Documents of Service provided to the CLIENT, all documents, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by BREC ("Documents of Service") maintained in any form deemed appropriate by BREC, are and remain, the property of BREC.

Any Services provided by BREC shall be (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

CLIENT agrees to not use BREC'S Documents of Service for any other projects or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in BREC'S Documents of Service. Any reuse without BREC'S written consent shall be at CLIENT'S sole risk and without liability to BREC or to BREC'S subcontractor(s).

CLIENT agrees that BREC'S Documents of Service may not under any circumstances be altered by any party except BREC. CLIENT warrants that BREC'S Documents of Service shall be used only and exactly as submitted by BREC.

Files in electronic media format of text, data, graphics, or other types that are furnished by BREC are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the

user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

SAFETY

CLIENT agrees that BREC is responsible solely for the basic safety of BREC's employees on the Project Site. These responsibilities shall not be inferred by any party to mean that BREC has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, BREC's Scope of Services excludes responsibility for any aspect of site safety other than for BREC's own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that BREC personnel rely on the safety measures provided by the General Contractor.

In the event BREC expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements.

CONSTRUCTION TESTING AND REMEDIATION SERVICES

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type. Monitoring and/or testing Services provided by BREC shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

The professional activities of BREC, or the presence of BREC employees and subcontractors, shall not be construed to imply BREC has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, BREC does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

BREC strongly recommends that CLIENT retain BREC to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain BREC on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by BREC's part time observations. Therefore CLIENT waives any and all claims against BREC related to unsatisfactory quality or performance of elements observed or tested by BREC on a part time basis.

CERTIFICATIONS

CLIENT may request, or governing jurisdictions may require, BREC to provide a "certification" regarding Services provided by BREC. Any "certification required by BREC by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of BREC's inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by BREC at discrete locations and times. BREC's "certification" shall consist of BREC's professional opinion of a condition's existence, but BREC does not guarantee that such condition exist, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with BREC or payment of any amount due to BREC in any way contingent upon BREC signing any such "certification" documents.

BILLINGS AND PAYMENTS

Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

Should BREC identify a Changed Condition, BREC shall notify the CLIENT of the Changed Condition(s) that BREC's professional judgment requires an amendment of the Professional Fees, time schedule, and/or Scope of Services. BREC and CLIENT shall promptly and in good faith negotiate a written amendment to this AGREEMENT.

CLIENT recognizes that time is of the essence with respect to payment of BREC's invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an invoice, CLIENT shall provide BREC with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

BREC reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is greater) of the invoiced amount per month for any payment received by BREC more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which BREC is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by BREC in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT within 30 days of receipt of same from BREC.

Payment of any Invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with BREC'S Services and is not aware of any defects in those Services, unless CLIENT has provided notice to BREC in accordance with the Defects in Service provisions of this AGREEMENT.

DEFECTS IN SERVICE

CLIENT and CLIENT'S personnel and contractors shall promptly inform BREC of any actual or suspected defects in BREC'S Services, to help BREC take those prompt, effective measures that in BREC'S opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to BREC'S Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT furnished information; CLIENT shall compensate BREC for the costs for correcting such defects, within 30 days.

Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate BREC for Additional Services required as a result of jurisdictional review requirements, within 30 days.

INSURANCE

BREC represents that it and its subcontractors and sub consultants are protected by Workers Compensation insurance, and that BREC is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

BREC shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in BREC insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

LIMITATION OF LIABILITY

CLIENT agrees to allocate certain of the risks associated with the Project by limiting BREC'S total liability to CLIENT, subject to available insurance proceeds, arising from BREC'S professional acts, errors, or omissions and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty, injuries, damages, claims, losses, expenses or claim expenses (including reasonable attorney's fees) under this AGREEMENT to the fullest extent permitted by law, as follows. For projects where BREC'S Fee Estimate or proposed fees are:

\$10,000 or less, BREC'S total aggregate liability to CLIENT shall not exceed the total fee for the services rendered.

In excess of \$10,000, BREC'S total aggregate liability to CLIENT shall not exceed the total fee for the services rendered.

CLIENT agrees that BREC shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, or subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

In recognition of the relative risks and benefits of the Project to both the Client and the consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers,

directors, partners, employees, shareholders, owners, and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. If it intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

INDEMNIFICATION

BREC agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from BREC's negligent performance of its Services to the extent that such injury is found to be caused by BREC's negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold BREC harmless from and against any and all liability, claims, suits, damages, demands, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of BREC.

It is specifically understood and agreed that in no case shall BREC be required to pay an amount of Damages disproportional to BREC's culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and indemnification provisions contained in this AGREEMENT.

CONSEQUENTIAL DAMAGES

CLIENT shall not be liable to BREC and BREC shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or BREC, their employees, consultants, agents, contractors, or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

BREC shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by BREC, its employees, agents, or subcontractors.

SOURCES OF RECOVERY

All claims for damages related to the Services provided under this AGREEMENT shall be made against the BREC entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of BREC, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

CLIENT agrees that it will not seek Damages from any individual associated with BREC as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss including but not limited to that would require such individual to relinquish personal assets to satisfy such claim.

THIRD PARTY CLAIMS EXCLUSION

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and BREC. No third-party shall have the right to rely on BREC's opinions rendering connection with BREC's Services without both CLIENT'S and BREC's written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that BREC's Scope of Services performed is adequate.

DISPUTE RESOLUTION

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

CLIENT and BREC agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and BREC agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and BREC agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT and BREC agree that litigation may be brought by either party.

Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs include, but are not limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which BREC's office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of North Carolina (but not including its choice of law rules).

CURING A BREACH

A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

TERMINATION

CLIENT or BREC may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, BREC shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate BREC for Services rendered and costs incurred, in accordance with BREC's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation demobilizing, modifying schedules, and reassigning personnel.

TIME TO BAR TO LEGAL ACTION

Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and BREC agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (2) years from the date of substantial completion of BREC's Services.

ASSIGNMENT

Except for Services normally or customarily subcontracted by BREC in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor BREC may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

SEVERABILITY

Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and BREC shall endeavor to quickly replace a void provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

TITLES

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and BREC shall survive the substantial completion of Services and the termination of this AGREEMENT.

MISCELLANEOUS PROVISION

BREC shall have the right to include photographic or artistic representations of its services provided and work product created pursuant to the Proposal and this Agreement among BREC's promotional and professional materials. However, any material shall not include the CLIENT's confidential or proprietary information. CLIENT shall provide professional credit for BREC in CLIENT's promotional materials for the Project.

ENTIRE AGREEMENT

This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes and other documents appended to it, constitute the entire AGREEMENT between CLIENT and BREC. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to BREC.

CLIENT and BREC agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted Terms and Conditions on CLIENT'S purchase order of Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

If CLIENT fails to provide BREC with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of BREC, CLIENT agrees to be fully bound by terms of this AGREEMENT as if signed by CLIENT.

END OF TERMS AND CONDITIONS OF SERVICE

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AGENDA ITEM 7:

MAINTENANCE MATTERS

C. Bid Award Recommendations

MANAGER'S COMMENTS:

Mr. Marsh will request board approval of a contract with Tarheel Basement Systems in the amount of \$39,606.11 for restoration of the crawlspace at the Old Cove Creek gym.

Board action is required to award the contract to Tarheel Basement Systems in the amount of \$39,606.11.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

DATE: February 13, 2025

RE: Bid Award Recommendation

BACKGROUND

The crawlspace of the Old Cove Creek Gym was flooded during tropical storm Helene. The floodwater left behind a layer of silt on the moisture barrier and damaged some of the fiberglass floor joist insulation. Our insurer inspected and approved the crawlspace for restoration.

Staff solicited bids for the repair work by posting a Request for Bids on the County website as well as emailing five local and regional restoration contractors. Three contractors submitted bids on February 13, 2025.

BID SUMMARY

Bidder	Amount
Tarheel Basement Systems Greensboro, NC	\$ 39,606.11
AFTERDISASTER Greensboro, NC	\$124,897.11
Wolfe Construction Group Cornelius, NC	\$ 36,349.02

FISCAL IMPACT

This work has been recommended by the insurance company, and it is a reimbursable expense per the terms of the policy.

RECOMMENDATION

Staff recommends the County award the project to the second lowest bidder, Tarheel Basement Systems. Tarheel's proposal contains a much larger scope of work than the lowest bidder's proposal and is deemed by staff to be the lowest responsible bid based upon the quality and performance factors stated in their proposal.



Winston-Salem
 2910 Griffith Road
 Winston-Salem, NC 27103

Phone: (336) 422-0474


Licensed Contractor 79336	Date 2/13/2025
Customer and Account Number Watauga County Maintenance Old Cove Creek Gym & Robert Marsh	Phone (Work or Home) (828)264-1430
Project Location 175 Dale Adams Sugar Grove, NC 28679	E-mail Robert.marsh@watgov.org

PROPOSED PRODUCTS	QTY
AquaStop Crawl Seal Vapor Barrier Only - 20ml	6689.0
AquaStop Air System - Crawlspace	2.0
Remove Insulation	3100.0
AquaStop ExtremeBloc	700.0
AquaStop Crawlspace Single w/ Backup	1.0
Permit Package A	1.0
Engineering D	1.0
3 Year Annual Service Plan PROMO	1.0
Additional Products Quantity (see page 2 for details)	4.0
Subtotal	\$44,006.79
Discount	\$4,400.68
Contract Price	\$39,606.11

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks North Carolina, LLC (the "Contractor").

- | | |
|---|---|
| X <u>NA</u> Customer is responsible for removing all personal items from the work area. | X <u>NA</u> A full perimeter drainage system with sump pump was recommended. |
| X <u>NA</u> Customer assumes responsibility for damages to hidden or unmarked utility lines. | X _____ Customer is aware of warranty and all addenda. |
| X <u>NA</u> Stabilization is warranted. Contractor can attempt to lift at Customer's request. | X _____ Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer	Contractor
X _____	X _____ 
X _____	_____
Date _____ 2/13/2025	Date _____ 2/13/2025

PROPOSED PRODUCTS (CONTINUED)	QTY
1 Year Annual Service Tax	1.0
Site Work/Obstruction	3.0

Product Specifications

- o Remove and dispose of fiberglass insulation. Unless otherwise noted on this contract, replacing insulation is not included.
- o Permit package includes all administration duties and permit fees associated with project.
- o Site work and/or obstructions on project.
- o Engineering package includes all administration duties, engineering documentation and fees associated with project.
- o Tax on one year of service is included in this contract.
- o Install ExTremeBloc insulation on the crawlspace walls as shown in the job drawing. ExTremeBloc is a 2" thick insulation paneling and is Termite Resistant, Moisture resistant as well as Environmentally Friendly. ExTremeBloc is a foam sheathing designed for high thermal efficiency. A termite inspection reveal will be left at the top of the foundation wall. All Vents will be sealed from inside the crawl space. ExTremeBloc comes with a Lifetime Manufacturer's Warranty.
- o Install 1/3 HP Sump pump system with liner, cast iron pump, pump stand, water alarm system and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, buried discharge will be an additional cost. A battery backup system is highly recommended.
- o Install vapor barrier - 20mil
- o Install 1/3 HP Sump pump system with liner, cast iron pump, pump stand, water alarm system and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, 15' of buried discharge is included with the sump pump. Any additional discharge will be an additional cost. A battery backup system is highly recommended.
- o Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.
- o Three years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

1. **Services.** Groundworks North Carolina, LLC d/b/a Tar Heel Basement Systems, license no.79336, is licensed by the North Carolina Licensing Board for General Contractors.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.

2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.

5. **Dispute Resolution.**

Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.

A claim against the Homeowners Recovery Fund will be stayed until completion of the mandatory arbitration proceeding.

If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law.

If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month.

6. **Customer's Responsibility.**

- a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeded, and resodding that may be necessary after Contractor has completed the Work.
- b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
- c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
- d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
- e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that

exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

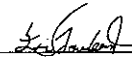
- 7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
- 8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
- 9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
- 10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
- 11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
- 12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.
- 13. **North Carolina Homeowners Recovery Fund.** Customer is hereby notified of the North Carolina Homeowners Recovery Fund Office of the North Carolina Licensing Board for General Contractors. For additional information, contact the Homeowners Recovery Fund at (919) 420-7991 or <https://nclbgc.org/homeowners-recovery-fund/>.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Groundworks North Carolina, LLC

Name:
X _____

Name:
X _____ 

By: Watauga County Maintenance Old Cove Creek Gym & Robert Marsh

By: Eric Townsend

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer

prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints 02/18/25 BOC Meeting

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Date of Transaction: X_____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Groundworks North Carolina, LLC at 2910 Griffith Road, Winston-Salem, NC 27103

not later than midnight of X_____.

I hereby cancel this transaction.

(Date) _____

(Customer's signature) _____

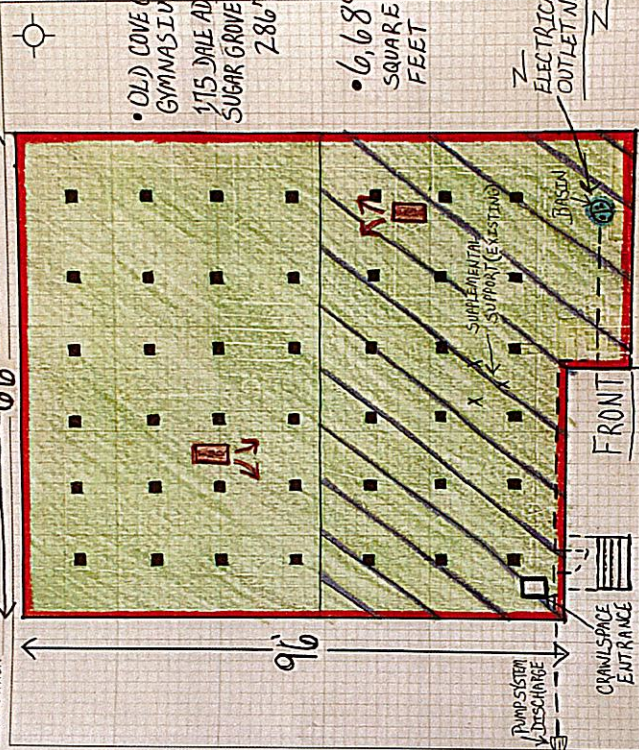
If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

Groundworks

Job Worksheet

BACK

Homeowner: _____ Address: 66 _____



• OLD COVE CREEK GYMNASIUM, 115 DALE ADAMS RD, SUGAR GROVE, N.C. 28679

• 6,689 SQUARE FEET

- Homeowner's Project List
- CRAN SEAL LINER REPLACEMENT: (2)
 - AQUASTOP AIR SYSTEM (2): (DEHUMIDIFIERS)
 - INSULATION REMOVAL (3,100 sq ft)
 - X-BLOC[®] INSULATION BOARD (2 1/2")
 - AQUASTOP SINGLE/W-BACKUP: (1)
 - PERMIT A
 - ENGINEERING D (LOA)
 - SITE WORK / OBSTRUCTION: (3)
 - 3 YEAR SERVICE (PROMO)
 - (WALLS/BANDS)
- Homeowner's Expected Cost: _____
- NOTES:

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$39,606.11
Deposit	\$9,901.53
Due Upon Completion	\$29,704.58

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

If the Contract is solicited at Customer's residence, and Customer does not want the goods or services, Customer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

The notice must be mailed or delivered to: Groundworks North Carolina, LLC at 2910 Griffith Road, Winston-Salem, NC 27103.

If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

X _____ 

X _____

Date _____ 2/13/2025

Date _____ 2/13/2025

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AGENDA ITEM 8:

SHERIFF'S OFFICE MATTERS

A. Requested Award to Retiring Officer

MANAGER'S COMMENTS:

G.S. 20-187.2, as included in your packets, allows governing bodies of a law enforcement agency to award a retiring member the service side arm, at a price determined by the governing body. Law enforcement personnel may retire at age 55 with 25 years of credible service with full retirement benefits.

Detective Terry Julian retired February 1, 2025. The Sheriff's Office requests that Terry's respective side arm and badge be awarded to him following his retirement and that the Board set the price of the side arm at \$1.

Board action is required to make this award.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

To: Deron Geouque

From: Captain Preston Russell

Ref: Terry Julian Service Weapon

The Watauga County Sheriff's Office respectfully requests the Board's approval to allow Detective Terry Julian to retain his service weapon as a retirement gift in recognition of his dedicated service.

Detective Julian has honorably served the citizens of Watauga County since September 2003, demonstrating unwavering commitment and professionalism throughout his career. Upon his retirement, effective January 31, 2025, Detective Julian intends to continue contributing to our office in a Reserve Deputy capacity, with a focus on assisting in firearms training.

We believe this gesture is a fitting acknowledgment of Detective Julian's years of service and continued dedication to the department.

Thank you for your consideration of this request.

County Asset: Glock 45 9mm Pistol # CBHW667

Sincerely,

A handwritten signature in black ink, appearing to be "P. Russell", written over a horizontal line.

Captain Preston Russell

AGENDA ITEM 8:

SHERIFF'S OFFICE MATTERS

B. Out-of-State Travel Request

MANAGER'S COMMENTS:

Captain Preston Russell will request the Board authorize out-of-state travel for training and travel expenses for members of the K-9 team.

Board action is required to authorize the out-of-state travel to South Carolina for members of the K-9 team.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

To: Deron Geouque

From: Captain Preston Russell

Ref: Out of State Travel for Training

The Watauga County Sheriff's Office respectfully requests the Board's approval for training and travel expenses for members of our K-9 team.

Our K-9 team members are seeking to attend the *Hold the Line K-9 Conference* in Myrtle Beach, SC. This conference will provide advanced instruction in critical areas such as tracking, detection, and handler techniques. Participation in this training is essential to maintaining and enhancing the team's operational readiness and effectiveness in serving the citizens of Watauga County.

The request includes the use of a county vehicle for travel, meal allowances, and registration fees. Please refer to the attached travel request form for a detailed breakdown of costs.

We appreciate your consideration of this request, as continued professional development is vital to the ongoing success and safety of our K-9 operations.

Thank you for your attention to this matter.

Sincerely,

Captain Preston Russell

A handwritten signature in black ink, appearing to be "PR", written over a horizontal line.

Watauga County Travel Authorization and Travel Advance Request


Updated 1-12-05

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Name: Carl Hicks	Title: Lieutenant	Department: Patrol
Destination:	Meeting Dates: April 1-3, 2025	
Is this out of state travel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: 03/31/2025	Return Date: 04/04/2025
	Time: 0800 <input checked="" type="checkbox"/> AM or PM	Time: 1700 AM or <input checked="" type="checkbox"/> PM
Purpose of Trip: Hold the Line K-9 Conference		
Overnight Accommodations Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Rate per night/person \$ _____
Name of Hotel/Motel _____		Government Discount <input type="checkbox"/> Yes <input type="checkbox"/> No
Method of Transportation:		
Cost \$ _____	<input checked="" type="checkbox"/> County Vehicle	<input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air
<input type="checkbox"/> Other _____	Explanation _____	

* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		\$ 350.00	350.00
MEALS:	Breakfast	\$ 8.00 x 5	40.00
	Lunch	\$10.00 x 5	50.00
	Dinner	\$16.00 x 5	80.00
* LODGING:	Single Rate	\$ x	
* Other			
Total			520.00

* Receipts Required for Reimbursement

Remarks:		
Are funds requested in advance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ <u>170.00</u>	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected	 _____ Employee	_____ Department Head or County Manager
Finance Staff _____ Date	_____ County Manager (Out-of-State Travel)	_____ Date
	_____ Date <u>02/07/2025</u>	

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AGENDA ITEM 8:**SHERIFF'S OFFICE MATTERS*****C. Patrol Vehicle Purchase Request Due to Loss/Damage from Hurricane Helene*****MANAGER'S COMMENTS:**

Captain Russell will request the Board authorize the purchase of two (2) vehicles, one (1) 2025 Dodge Durango in the amount of \$41,556.78 from Deacon Jones Dodge of Clinton and one (1) 2025 Chevrolet Silverado 1500 Truck from McNeil Chevrolet of Wilkesboro in the amount of \$48,744.36. The replacement is due to losses from Hurricane Helene. The County received \$38,591 (includes the \$1,000 deductible per vehicle) leaving a \$51,710.14 short fall from the amount received from insurance. Staff would recommend the shortfall come from the Sheriff's budget and if adequate funds are not available then contingency funds would be used to cover the shortfall.

Board action is required to authorize the purchase of one (1) 2025 Dodge Durango in the amount of \$41,556.78 from Deacon Jones Dodge of Clinton and one (1) 2025 Chevrolet Silverado 1500 Truck from McNeil Chevrolet of Wilkesboro in the amount of \$48,744.36 with the funds to come from the Sheriff's existing budget or contingency funds.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

To: Deron Geouque- Watauga County Manager
From: Captain Preston Russell
Ref: Patrol vehicle loss/damage resulting from Hurricane Helene

During Hurricane Helene two patrol vehicles were damaged during the storm.

A 2019 Ford Explorer VIN # 1FM5K8AR5KGB22385- Water Damage

A 2021 Dodge Durango VIN# 1C4RDJFG7MC764356 – Struck by falling tree

An insurance claim from Sedgwick Insurance was filed for each of the vehicles.

Sedgwick insurance declared both vehicles total loss vehicles, and the payout for each is

\$17, 892.00 for the 2019 Ford Explorer

\$22,699 for the 2021 Dodge Durango or \$21,699.00 if we wanted to retain the vehicle with a salvage title.

WCSO would like to keep the 2021 Durango for a Jail service vehicle at \$21,699

This would be a total insurance payout of \$39,591.

Additionally, WCSO would like to purchase 1 Dodge Durango and 1 new Chevrolet Silverado 1500 as replacements for the loss; on the NC Sheriff's Contract from Deacon Jones Dodge of Clinton NC and McNeil Chevrolet of Wilkesboro.

Attached are quotes for each vehicle

Dodge Durango \$40,340.56

Chevrolet Silverado 1500 Truck \$ 47,279.33

McNeill Chevrolet of Wilkesboro

021825 BCC Meeting

1931 US Highway 421 B
WILKESBORO, NC 28697

Salesperson Brian Cary Date 02/11/2025

Purchaser Preston Russell Watauga County Sherriff's Office SSN Purchaser _____ Drivers License # _____

Address 184 Hodges Gap Rd City BOONE County _____ State NC Zip 28607

Home Phone (828) 268-2662 Work Phone _____ Email Address Preston.Russell@watgov.org

Co-Purchaser _____ SSN Purchaser _____ Drivers License # _____

If all figures are agreeable, customer will purchase today. Purchaser's Signature _____

DESCRIPTION OF SALES UNIT					SALES PRICE INFORMATION	
Stock # CT9208	Year 2025	Make Chevrolet	Custom 4x4 Crew	Color SUMMIT WHITE	Vehicle Sale Price	\$ 50,586.00
Model Silverado 1500		Mileage 5	License No.		Trade Value	\$
Vehicle Identification No. 1GCPKBK1SZ133511			Validation	Mo.	Yr.	Accessories
USED VEHICLE TRADE-IN #1						
Year	Make		Model			
VIN No.			Body Style			
Miles	Lic. No.	Validation		Mo.	Yr.	\$
Payoff Amt.	Until	Lien Holder				
L.H. Address			Title Reconditioned - <input type="checkbox"/> Yes <input type="checkbox"/> No		Rebates	
			Flood Damaged - <input type="checkbox"/> Yes <input type="checkbox"/> No		\$ 5,000.00	
			Salvage - <input type="checkbox"/> Yes <input type="checkbox"/> No		Sub Total	
USED VEHICLE TRADE-IN #2						
Year	Make		Model			
VIN No.			Body Style			
Miles	Lic. No.	Validation		Mo.	Yr.	\$
Payoff Amt.	Until	Lien Holder				
L.H. Address			Title Reconditioned - <input type="checkbox"/> Yes <input type="checkbox"/> No		Sales Tax	
			Flood Damaged - <input type="checkbox"/> Yes <input type="checkbox"/> No		\$ 1,517.58	
			Salvage - <input type="checkbox"/> Yes <input type="checkbox"/> No		License	
					\$ 83.00	
					Documentary Fee	
					\$	
					State	
					\$ 92.75	
					Sub Total	
					\$ 47,279.33	
					Payoff	
					\$	
					Extended Service Agreement	
					\$	
					Down Payment	
					\$	
					Unpaid Balance	
					\$ 47,279.33	
<p>I certify that my trade-in vehicle has not been reconstructed or rebuilt nor has it suffered major damage. Accordingly, the words reconditioned, flood, or salvage certificate will not appear on the title. I also certify that the emission control components and systems on the trade-in vehicle have not been tampered with, modified, or disconnected. The dealer shall retain a security interest and have the right to repossess the above vehicle in the event this statement is false.</p> <p>PURCHASER'S INITIALS _____</p> <p>A DOCUMENT FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50,000 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.</p> <p>"The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer."</p>						

Any warranties on the product shown hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Seller neither assumes nor authorizes any person to assume for it any liability in the connection with the sale of the products. The disclaimer of warranties made herein is not applicable to any LIMITED WARRANTY or SERVICE CONTACT which is sold by the Dealer in connection with the purchase of the vehicle; however, the duration of any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS is limited to the term of the written or service contract sold by the Dealer. The only warranty given in connection with used cars is limited to the written warranty or service contract, if any, given purchaser at the time of sale. Otherwise, used cars are sold "AS IS", and seller makes no warranty, express or implied, with regard to used cars. It is understood that this order and agreement is not binding on Dealer until accepted by Dealer in writing. No credit contractual relationship is created hereby. This order and agreement is executed in duplicate and purchaser acknowledges that he has received a true copy.

TOTAL CASH SALE PRICE IS PAYABLE IN

Manager's Signature _____ Purchaser's Signature _____ Date 02/11/2025



Deacon Jones
Chrysler of Clinton



Formerly
PERFORMANCE
CDJR

Jeep RAM

2024 Dodge Durango Pursuit

North Carolina Statewide Term Contract STC 2510A

Trucks All Types & Configurations

Contract Term Dates: February 1, 2024 - January 31, 2025

Watauga

Drivetrain Configurations

5.7L Hemi V-8	<input type="checkbox"/>	WDEE75-22Z	2024 Dodge Durango Pursuit, 5.7L Hemi V-8 AWD	\$ 42,356.23
3.6L V-6	<input checked="" type="checkbox"/>	WDEE75-2BZ	2024 Dodge Durango Pursuit, 3.6L V-6 AWD	\$ 39,597.96

NC70A Base Vehicle Configuration

Base Powertrain Configuration

WDEE75	5.7L Hemi V-8 MDS VVT Engine, 8 Speed Automatic Transmission, 22Z	Base
WDEE75	3.6L V-6 24 Valve VVT Engine, 8 Speed Automatic Transmission, 2BZ	Base

Base Interior Configuration

Vinyl	Vinyl Floor Covering	Base
Front	Cloth Front Seat Covering	Base
C5/X9	Cloth Rear Seat Covering	Base

Base Package / Options

Black Steel Wheels w/ Chrome Center Caps	8.4" Touchscreen Radio Display
255/60R18 BSW On/Off Road Tires	Blind Spot & Cross Path Detection
Power Windows, Door Locks, Mirrors	Class IV 2" Receiver Hitch
Parksense Rear View Camera	7/4 Way Trailer Light Wiring Connectors
130 MPH Limited Top Speed	Power 8 Way Driver seat
Full Size Bridgestone Spare Tire	2 Row Seating - No 3rd Row Seating Option
4 Key Fobs Standard	Secure Park - Secures Transmission w/o FOB

Option Availability and Compatibility Vary

USE THIS FORM AS A GUIDE

Please Return to your Performance Representative For Confirmation

Seat/Trim Options

		MSRP	6% Disc
<input type="checkbox"/>	C5/X9 HD Cloth Bucket Front Seat / Cloth Rear Seat	STD	STD
<input checked="" type="checkbox"/>	A7/X9 HD Cloth Bucket Front Seat / Vinyl Rear Seat	\$ 150	\$ 141.00

Functional Packages

		MSRP	6% Disc
<input type="checkbox"/>	ADG Technology Group	\$ 2,790	\$ 2,622.60
<input type="checkbox"/>	ADL Skid Plate Group	\$ 350	\$ 329.00

Wheel Options

		MSRP	6% Disc
<input checked="" type="checkbox"/>	CAPS Black Steel Wheels with Chrome Center Caps	STD	STD
<input type="checkbox"/>	WP1 18"X8.0 Painted Aluminum Wheels	\$ 410	\$ 385.40

Interior Options		MSRP	6% Disc
<input type="checkbox"/>	CKD Carpet Floor Covering	\$ 150	\$ 141.00
<input type="checkbox"/>	CUF Full Length Floor Console	\$ 350	\$ 329.00
<input type="checkbox"/>	JRC Power Liftgate	\$ 460	\$ 432.40
<input type="checkbox"/>	UBN Uconnect 5 Navigation with 10.1" Display Screen	\$ 1,095	\$ 1,029.30
<input type="checkbox"/>	GXF Fleet Key Alike (Specify Frequency 1-4)	\$ 350	\$ 329.00
Spotlight Options		MSRP	6% Disc
<input checked="" type="checkbox"/>	LNF Black Driver Side LED Spotlight	\$ 640	\$ 601.60
<input type="checkbox"/>	LNA Matching Passenger Side LED Spotlight	\$ 610	\$ 573.40
Law Enforcement Options		MSRP	6% Disc
<input type="checkbox"/>	CUG Police Style Floor Console	\$ 990	\$ 930.60
<input type="checkbox"/>	CW6 Deactivate Rear Doors & Windows	\$ 90	\$ 84.60
<input type="checkbox"/>	LSA Security Alarm	\$ 180	\$ 169.20
<input type="checkbox"/>	MT8 Delete Rear Liftgate Badging	N/C	N/C
<input type="checkbox"/>	XDG Passenger Side Ballistic Door Panel	\$ 2,710	\$ 2,547.40
<input type="checkbox"/>	XDV Driver Side Ballistic Door Panel	\$ 2,830	\$ 2,660.20
<input type="checkbox"/>			\$ -
Additional Options			
<input type="checkbox"/>	5433		\$ -
<input type="checkbox"/>			\$ -
<input type="checkbox"/>	Tier 1 Tier 1 Color Upcharge (\$370 Per Car)	\$ 395	\$ 370.00
<input type="checkbox"/>	Tier 2 Tier 2 Color Upcharge (\$564 Per Car)	\$ 600	\$ 564.00

Standard Colors:		Quantity
No Cost Colors		
<input type="checkbox"/>	PXJ DB Black Clear Coat	
<input checked="" type="checkbox"/>	PW7 Bright White Clear Coat	1.00
<input type="checkbox"/>		
Tier 1 - Additional \$370 Per Car		
<input type="checkbox"/>	PRV Octane Red Pearl Coat	
<input type="checkbox"/>	PDN Destroyer Grey Clear Coat	
<input type="checkbox"/>	PSE Triple Nickel (Silver)	
<input type="checkbox"/>	PHC Red Oxide	
<input type="checkbox"/>	PCA Frostbite Pearl Coat	
<input type="checkbox"/>	PCQ Night Moves (Dark Blue)	
<input type="checkbox"/>	PAS Vapor Grey Metallic Clear Coat	
Tier 2 - Additional \$564 Per Car		
<input type="checkbox"/>	PBU Blu By You Pearl Coat	
<input type="checkbox"/>	P79 Michigan State Police Blue	

Enter Quantity Here

Dealer Added Items		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Option Availability and Compatibility Vary
USE THIS FORM AS A GUIDE
 Please Return to your Performance Representative For Confirmation

Total Price Per Vehicle:	\$ 40,340.56
Number Units This Spec:	1.00
Total this Order:	\$ 40,340.56

Notes & Instructions:

1/21/2025

1C4RDJFGXRC249763 G50036

Agency Information:

Agency Name: Watauga

Contact: Kelly Redman

Position: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: 828-265-7607

Email: _____

Quoting Salesperson:

Name: Dianne Nelms

Phone: 910-214-2956

Email: Dianne.nelms@deaconjones



605 Warsaw Road, Clinton North Carolina 28328

AGENDA ITEM 9:

AEROSTAR RIGHT OF ENTRY AND SITE ASSESSMENT PRESENTATION

MANAGER'S COMMENTS:

Ms. Darlene Abbott, AeroStar, will provide information on Right-of-Entry for private property debris removal and site assessments. The presentation is for information only; therefore, no action is required at this time.



MEMORANDUM

Subject: Private Property Debris Removal and Site Assessment Platform Demonstration

Prepared For: Watauga County Board of Commissioners

Prepared By: Aerostar Environmental LLC on behalf of the U.S. Army Corps of Engineers (USACE),
Wilmington District

Date: 12 February 2025

Aerostar Environmental, LLC (Aerostar) has been contracted by the US Army Corps of Engineers, Wilmington District, to implement the Private Property Debris Removal (PPDR) process, from obtaining Rights-of-Entry (ROEs) to conducting Site Assessments for Watauga County, North Carolina. This work is being conducted under Indefinite Delivery, Indefinite Quantity (IDIQ) contract # W912PM25D0004 with the US Army Corps of Engineers, Wilmington District. Aerostar has retained Tetra Tech as our partner in completing ROE applications and Site Assessments for this PPDR effort. It would be our privilege to conduct a brief demonstration of the PPDR collection system to the Watauga County Board of Commissioners during your next meeting on 18 February 2025 to keep the County Board Members abreast of the PPDR program. The program includes:

- Opening an intake center for walk-in applicants at the Western Watauga Community Center: Open starting on 17 February 2025 from 8 am to 5 pm, Monday through Saturday;
- Establishing an online (website) application service, available on 17 February 2025 (pending legal approval of the ROE template);
- Opening a call center, open from 7 am to 7 pm every day of the week;

Applications for the program will be accepted from 17 February 2025 through 8 May 2025. Our team looks forward to serving the community and presenting the demonstration to you at your earliest convenience.



Private and Commercial Property Debris Removal (PPDR) & Demolition Program Right of Entry (ROE)



Debris Services — PPDR Scope of Work



PROGRAM PLANNING

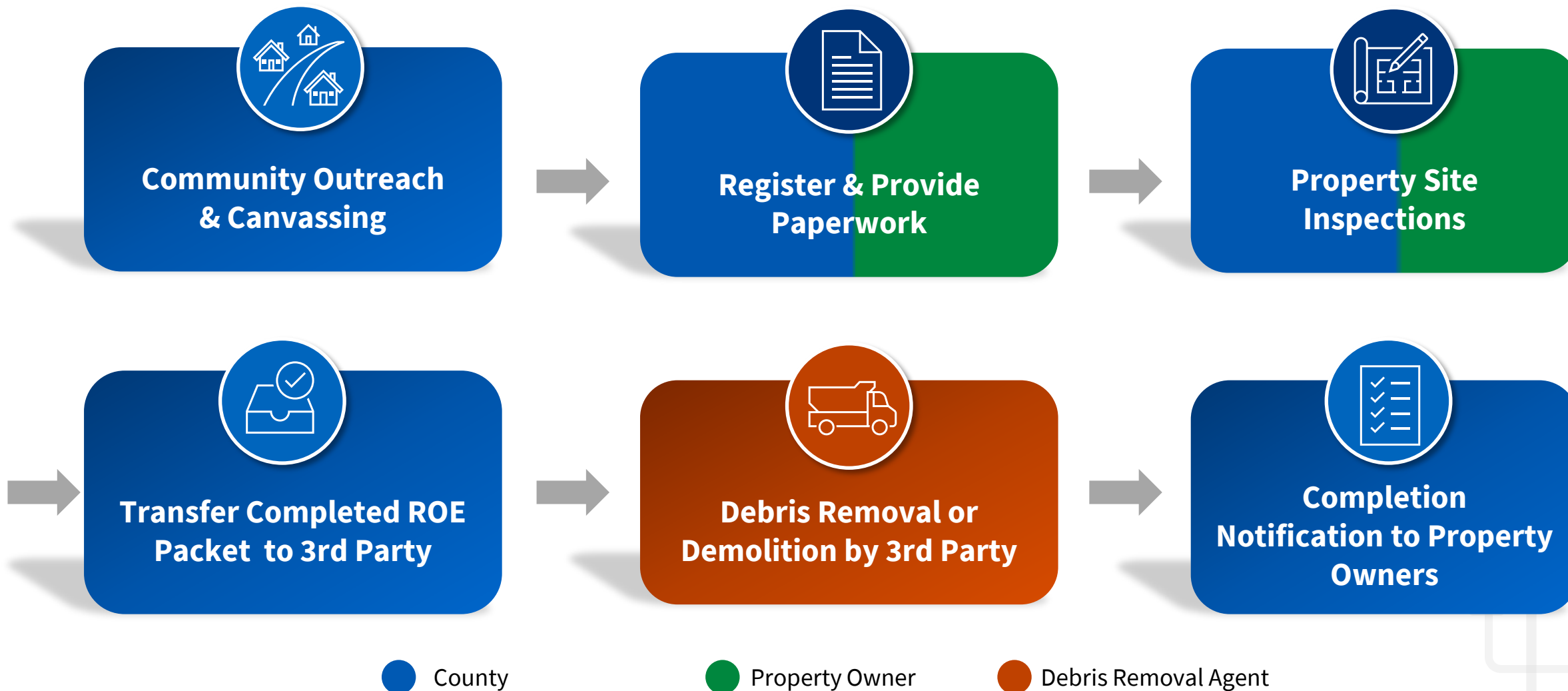
- Program Design
- Finalize Documents
- Build Cloud-Based Document Storage and Application Intake System



IMPLEMENTATION

- Outreach
- Intake
- Verification
- Assessments
- Assignment to USACE

PPDR Program Simplified Process Walkthrough



Communication Plan

Objective: To inform property owners about the PPDR program to explain its importance and ensure compliance.

Communication Strategy



Social media



Call center



Website



Community meetings



FAQ Information



Intake centers



Supporting Multiple Languages



County/City Coordination



Language Support

Methods of Taking Applications for the Program



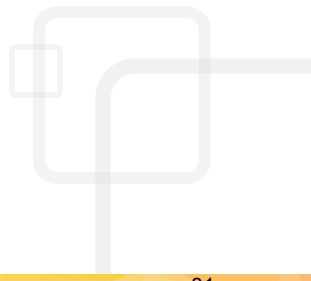
**Fixed Intake
Center**



On-Line



Call Center



ROE Simplified Intake Process Walkthrough

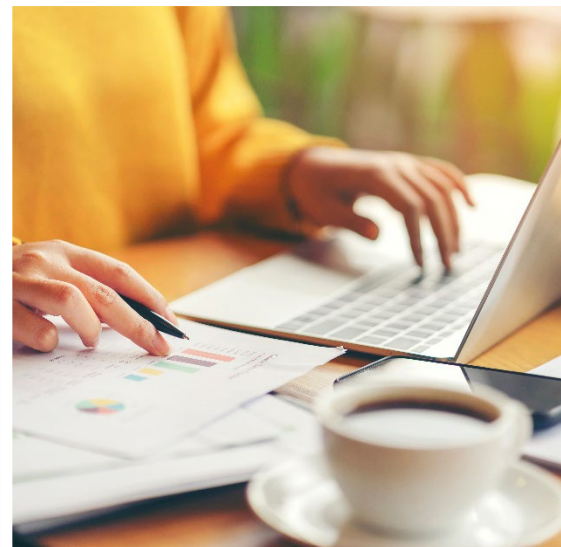
In Person at Intake Location



Arrival and Greeting



Program Orientation



Information Collection



Answer Questions & Review Next Steps

Additional contact may occur afterward to obtain additional information, if needed.

Online Application



Watauga County Private & Commercial Property Debris Removal and Demolition Services

This application initiates the eligibility review process to determine your Helene-related debris removal and/or structure demolition needs.

Please have the following documents ready before you begin:

- Government Issued ID (driver's license, passport, or Real ID) for **each** property owner
- Power of attorney, trust documents, and/or corporate documentation on behalf of all owners on the deed (if using an authorized agent)
- Insurance policy
- Declaration pages
- Debris removal coverage section/page
- Statement of losses (if an adjuster has visited the property)
- Sketch of property identifying locations of all hazards (a simple hand-drawn sketch is fine)

Please note: Signing this Right of Entry (ROE) form does not guarantee debris removal or structure demolition. Eligibility will be determined based on program requirements following a property review.

Please complete the form as accurately and thoroughly as possible, including all required information and relevant documents. Incomplete applications may take longer to review.

To assist you, please refer to the following resource:

Who is Filling Out this Form? *

If an Authorized Agent with Power of Attorney is filling out this form, please check the appropriate box. A Power of Attorney authorizing the agent, including ALL of the homeowners on the deed, will have to be uploaded below.

- Owner Authorized Agent

How did you hear about this Program?

Select ▼

Debris on Property *

What debris is on the property? Please select all that apply.

- Mudslides Vehicles Waterway Debris Trees
 Other

Damaged Property Home/Building Address Number

Please provide only the home/building number of the damaged property.

Damaged Property Address Street Name *

Please provide the street name only (NO numbers please)

Damaged Property Unit Number

If there is a unit number or second street address line, please provide it here.

Damaged Property City *

Please provide the city where the damaged property is located. **Property must be**

PPDR Call Center



Focus on a responsive and sensitive approach.

Questions about:

- Debris program FAQ
- How to apply
- Scheduling visits or inspections

Questions and Discussion



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AGENDA ITEM 10:

EMERGENCY SERVICES MATTERS

A. Hurricane Helene Update

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will provide the Board with a Hurricane Helene update. The report is for information only; therefore, no action is required at this time.



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

February 13th, 2024

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: Helene Update

Board of Commissioners,

I would like to offer a brief update on the status of recovery in Watauga County from the Emergency Services perspective. Before going any further, I would like to personally express my deep gratitude to the multitude of individuals and organizations that have stepped up to lead the way in various aspects of recovery including rebuilding of our citizen's personal property and businesses. A few key points:

- County staff continue to work with our insurance provider on coverage limits and settlements. We have started to receive determination letters and coverage approvals for several properties with clarification requested on some projects.
- Right-of-Way debris removal continues with an end date forecasted of March 2nd for the public to add new debris to the Right-of-Way. This timeline was coordinated with SDR to give them time to complete their work ahead of their contract expiration date.
- Waterway and private property debris removal operations with the Corps of Engineers (USACE) has been approved, with contract awards ongoing for contractors. Aerostar and TetraTech are leading the intake process, Right of Entry acquisition, and site assessments for the Private Property Debris Removal (PPDR) program. Representative Foxx's office has been very active on this issue and we appreciate her continued support.
- Staff completed assessments on waterways to give multiple State and federal partners access to raw data to determine eligibility for Category A (USACE debris removal), EWP, or other potential programs being discussed. We appreciate the incredible work of our Soil and Water staff and those who partnered with them in this process.
- Governor Stein has signed an Executive Order directing NCEM and OSBM to establish a private road and bridge program. Staff has been in met with the Director and Assistant Director of that division of OSBM and initial planning has begun on how to implement that Executive Order. This program is designed to duplicate the success seen in the southwest part of the State during the 2022 TS Fred floods.
- The Commissioners previously approved the proposal from Hagerty Consulting, Inc, to provide technical assistance with recovery. We are early in that process but have engaged the firm to begin operations once the final contract is executed.



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

- As a point of success, DSA and the DRC teams have largely completed their work in Watauga County but will have staff available for any issues that arise. Teams registered thousands of individuals and helped put more than \$17M at time of report into the hands of our citizens to begin their recovery.
- The deadline for organizations to apply for Public Assistance (PA) and individuals to apply for assistance (IA) have both been extended to March 8th, 2025
- After legal review, the County and all municipalities who consented with the County during Helene have terminated the State of Emergency that was in place.

The Emergency Services Department is grateful for the partnership with our local, State, and federal partners specifically as they focus efforts to get money flowing into our community to restore what was lost and also build an even more resilient future.

Respectfully,

Will Holt
ES Director

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AGENDA ITEM 10:

EMERGENCY SERVICES MATTERS

B. Request Bid Award for Valle Crucis School BDA/DAS

MANAGER’S COMMENTS:

Mr. Holt will request the Board award a bid to Mobile Communications America, Inc. in the amount of \$47,778.37 for a Bi-Directional Amplifier and Distributed Antenna System for the new Valle Crucis Elementary School. The amount is included in the FF&E budget for the school project.

Board action is required to approve the bid with Mobile Communications America, Inc. in the amount of \$47,778.37 for a Bi-Directional Amplifier and Distributed Antenna System for the new Valle Crucis Elementary School.



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

February 13th, 2024

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: Bid Award Request for Valle Crucis School BDA/DAS Project

Board of Commissioners,

A Request for Proposals was issued for a firm to provide a Bi-Directional Amplifier and Distributed Antenna System for the new Valle Crucis School as required by the 2018 North Carolina Fire Prevention Code. The County received two proposals from Mobile Communications America, Inc. and Pierson Wireless. After review, staff recommends Mobile Communications America, Inc. (MCA) to the Board of Commissioners for your approval. Both the County and the School System have prior experience with MCA and they are the current vendor for the County's public safety radio system through Motorola Solutions. The cost of MCA proposal is \$47,778.37 and cost have been budgeted in the construction budget for the process. Commissioner approval is requested.

Respectfully,

Will Holt
ES Director

MCA



Watauga County
RFP for a Public Safety Bi-Directional
Amplifier and Distributed Antenna System
for the Valle Crucis School

Data Restrictions: This proposal is considered confidential and restricted. The firm proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by customer as required to evaluate this proposal without the express permission of Mobile Communications America, Inc. 2025.

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February 10, 2025

Watauga County
814 West King Street
Boone, NC 28607
Attn: Deron Geouque, County Manager

Dear Mr. Geouque,

Mobile Communications America, Inc. (MCA) is pleased to present our response to Watauga County's RFP Public Safety Bi-Directional Amplifier and Distributed Antenna System for the Valle Crucis School for an Emergency Communications Enhancement System (ERCES) Maintenance and Monitoring Agreement. As a premier integrator of in-building wireless solutions, our team at MCA is dedicated to enhancing communication capabilities and safety in diverse environments.

Recognized as a leading provider of in-building wireless solutions, our commitment lies in elevating communication and safety across various venues. Our expertise spans stadiums, arenas, hospitals, universities, airports, and manufacturing facilities throughout the United States.

As part of our submission, we want to affirm our compliance with the specific qualifications and requirements outlined in the RFP.

1. **Permits, Licenses, and Credentials:** Our team holds all necessary permits and licenses to supply products and perform services as specified. Our system designer and lead acceptance test personnel possess:
 - A valid FCC-issued General Radio Operator's License (GROL) or Professional Engineer (PE) license.
 - Certification of in-building system training from a nationally recognized organization and/or certification from the manufacturer of the equipment being installed.
2. **Prior Experience:** We have extensive experience in the installation and service of products and services similar to or greater in complexity, size, and scope than those described in this RFP.
3. **Compliance with Federally Funded Project Requirements:** We confirm that we will fully comply with all applicable federally funded project regulations.
4. **Emergency Responder Radio Code Compliance:** Our proposal ensures adherence to all local Emergency Responder Radio code requirements as outlined.
5. **Certified Equipment Dealer:** We are certified dealers of all the equipment specified in the RFP and can guarantee the authenticity and quality of each item installed.
6. **Ability to Perform Within Specific Time Frame:** We are fully committed to completing the project within the specified time frame, with a proven track record of on-time project delivery.
7. **Ability to Perform Within Budget:** Our proposal is designed to meet your budget requirements, with a clear and transparent cost breakdown to ensure we stay within financial expectations.

Please find our standard qualification package, along with the necessary attachments and documentation, enclosed for your review. We are confident that our experience, qualifications, and commitment to quality will make us an ideal partner for this project.

We look forward to the opportunity to work with you and will be happy to provide any additional information or clarification needed. Thank you for considering our proposal.

We are eager to work with you to implement a cutting-edge system that will ensure unparalleled safety and communication within your facility. We look forward to discussing how our solution can meet your needs and exceed your expectations.

Thank you for considering MCA for your wireless solution needs. Please feel free to reach out to your Account Executive, Tom Ulrich at 704.931.8665 or by email at tomulrich@callmc.com to discuss our proposal further or to address any questions.

Sincerely,

Dave Walton

Dave Walton
President
Mobile Communications America, Inc.

SECTION 1

EXECUTIVE SUMMARY

Organization Name:

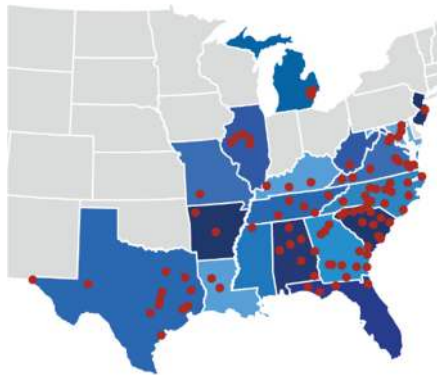
Mobile Communications America, Inc.
135 North Church St. Suite 310, Spartanburg, SC 29306

Company Telephone Numbers:

Main # (919) 896-7298 / Fax # (919) 882-9551

Mobile Communications America is Motorola Solution's largest service provider in the United States with over 90 full-service locations across 16 states and over 1,500 employees providing you more access to service & support than any other Motorola Channel Partner in the United States.

MCA offers a carefully researched portfolio of world class voice, data and video products and solutions. With more than twenty product lines and hundreds of solutions, our team of certified professionals across the United States deliver a full suite of reliable technologies with a service first approach. The MCA advantage is our extensive service portfolio to support the solution lifecycle from start to finish.



MCA Locations

Your Trusted Advisor

More than 65,000 customers trust Mobile Communications America (MCA) to provide communications solutions for a safe, secure, and more efficient workplace. MCA earns that trust everyday with our unrelenting focus on service in all we do, including delivering the right solution, the best deployment experience, and unmatched support. MCA was founded in Georgia over forty years ago as a wireless solution provider. Today MCA has over 90 locations and 1500+ employees, of which over half are engineers, technicians, and program managers. The strength of these individuals has created a rich history of successful mission critical deployments in very demanding environments including airports, electric utilities, hospitals, schools, government, heavy construction, military,

universities, mining, petro-chemical, and manufacturing. MCA has been solving problems and serving State and Local Government Radio needs and understands the associated demands and unique requirements. MCA's strengths include the broad portfolio of industry leading solutions, the daily focus on serving our customers, dedication to safety and program management practices, and to solving our customers problems as a trusted advisor.

Experience and Expertise

Over the past 30 years MCA has become one of the largest Distributed Antenna System (DAS) Integrators in the country with over 3500 customers. MCA provides in-building wireless consulting, custom designs, equipment procurement, turnkey installation, full project management, ongoing maintenance, active monitoring, and coordination with AHJ's integral to code compliance. The MCA remains a close trusted advisor of Watauga County Tower based radio services.

The MCA staff is certified in top solutions from Comba, Commscope, Cel-Fi Nextivity, and others, using industry-leading design tools like iBwave. As a Premier Integrator Partner with Comba, MCA benefits from direct purchasing, enhanced warranties, and exclusive support. These OEM Partnerships allow MCA to reduce delivery times and offer specialized support and streamlined deployment.



MCA is an active member of the Safer Building Coalition and supports driving the latest technology, policies, and design industry best practices that ensure effective in-building communications capabilities for public safety personnel and the people they serve.

MCA has the exclusive title as the Motorola Manufacture Representative (MR). The MR title is earned and has specific criteria that must be met as a Channel partner. The MR is a commitment to our customers and Motorola Solutions that includes continuous training for sales, service, and technical support on mission critical Public Safety communications. In addition, you must be well capitalized with solid organizational structure & management, financially sound, and have a commitment to service excellence for our customers. For this commitment Motorola Solutions has assigned us thousands of accounts for their critical communications needs. Such "Blue Chip" accounts across North Carolina.

MCA has included our Corporate Overview on the following pages.



MCA | Corporate Overview

Leading An Industry and Building A Legacy

MCA offers our customers a carefully researched portfolio of innovative voice, data, and security solutions.

Every day, our cross-disciplinary teams collaborate to fulfill our commitment to being **"the trusted advisor for a safe, secure, and efficient workplace"** supported by our service-first approach.

As your trusted advisor, and premiere integration partner, we reduce the time and effort needed to research, install, and maintain the right solutions to make your workplace better.

What does it mean to be an integrator? An innovator? What does it mean to put customers first? It means that day in and day out, we take the time to listen to our customers, hear their challenges,

understand what they need to be successful, and respond accordingly.

At MCA, we combine voice, data, and security solutions to ensure our customers have everything they need to succeed.

And what does success look like? It looks like more uptime, continuous monitoring, fewer security threats, and the ability for our customers to conduct their business and communicate with their partners when and where they need to. If they're not successful, we're not successful.

So, while we're an integrator of solutions, we're also an integrator of people. Our people and our partners' people. Because we're all in this together.



Industry Leading Voice, Data, and Security Solutions

The Nation's Premiere Integrator of Safety and Communications Technologies

Two-Way Radios and
Radio Infrastructure

Mobile and Body-Worn
Video Solutions

Fleet Management and
Vehicle Up-fitting

Enterprise Wired and
Wireless Communications

Mass Notification, Life
Safety, and Alarm Systems

Video Surveillance, Access
Control, and Detection
Systems

Ecosystem Management
and Monitoring

Custom Integrations and
Software Applications



The MCA Way | Service-First DNA > Teamwork > Safety > Growth



30+ Years



1,500+ Employees



15+ States



90+ Offices



40+ Acquisitions



One Team



One Vision

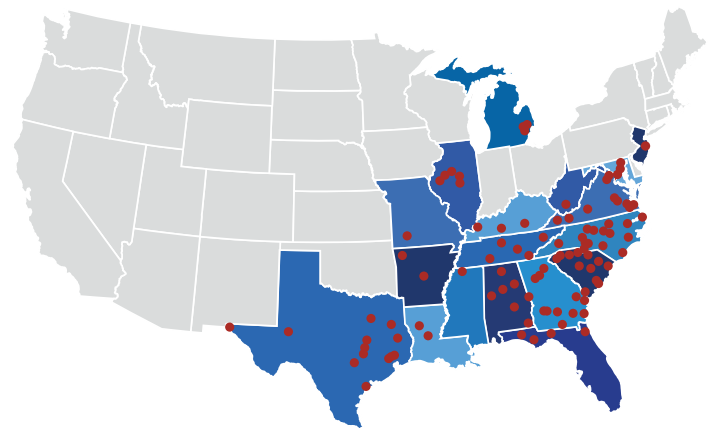
Enterprise leaders faced with problems from communication gaps, security challenges, and data threats choose MCA's certified teams to design, implement, and maximize solutions, from the most trusted and reliable US-based manufacturers. These leaders love the assurance of MCA's local sales and service teams, being there in the moments that matter throughout the life of the solution.

Our expert teams of certified professionals across the United States deliver a full suite of reliable technologies with a service-first approach. The MCA advantage is our extensive service portfolio that supports your solution life-cycle from start to finish.

At MCA, the heart of our business is ensuring that the heart of your business is safe, secure, and connected. That's why, as the industry's leading voice, data, and security solutions integrator, we'll work hand-in-hand to create the perfect solution for your workplace environment.

We understand that navigating the incredibly complex information landscape involves challenges like bridging communication gaps, overcoming security obstacles, and shielding against data threats.

Our certified team of technology experts is dedicated to crafting solutions tailored specifically for your business. And our local sales and service teams are more than just support; they're your steadfast companions, ensuring you feel empowered and valued throughout your partnership with us.



We are not just your trusted advisors. We are your committed allies, driven by the goal of making your workplace a beacon of safety, security, and efficiency.

Our promise at MCA is to provide you not just with solutions, but with the assurance and ease that come with them, allowing you to manage your business clearly, confidently, and successfully.

Service-First Approach

When you choose MCA, you're also connecting to our **Service-First DNA**. We provide service wherever and whenever it is needed. In short, our greatest commitment is to our employees, our customers, and the tens of thousands of individual communities we serve across the United States.

The MCA advantage is our extensive service portfolio to support solution life-cycles from start to finish combined with our team of certified professionals. As your trusted advisors, service is woven into the DNA of our company. **It is more than a motto — it is who we are.**

Local Management + Large Scale Support

As a family company, MCA furnishes its clients with all the management and support advantages of a local business while also offering a vast array of state-of-the-art security and communications solutions.

Despite being a large enterprise, we're embedded in the communities we serve — with teams equipped with the experience, knowledge, and expertise needed to provide the most advanced solutions possible.

THIS IS THE MCA DIFFERENCE.

Our Legacy

Founded in 2013 from the unification of foundational entities such as Mobile Communications Inc (established in 1988), MCA has evolved into a nationally recognized brand. This transformation is fueled by the collective expertise of over 40 distinguished companies, each acquisition marking not just a merger of names but a strategic synthesis of knowledge, solutions, and profound customer relationships. Together, these organizations have embraced "The MCA Way," a commitment to growth and innovation that leverages their distinct strengths to serve our customers and communities in exceptional ways.

The lineage of many companies within our portfolio dates back well before the inception of MCA, with some pioneers in the industry for over 30 years and others boasting legacies that exceed 60 years. This extensive heritage provides a solid foundation of experience that enhances the unique value we deliver in every engagement, underscoring our unwavering dedication to excellence and innovation in all we do.



021825 BCC Meeting

As of the publication of this document, MCA is home to 1,500+ employees located across 15+ states and 90+ individual facilities.





Hand Radios



Mobile Radios



Radio Systems



Dispatch



Fleet Cameras



Body Cameras



Computers

Voice Solutions

At MCA, our Voice division, also known as Mobility System Solutions (MSS), offers an extensive portfolio of advanced voice communication solutions designed to enhance connectivity, efficiency, and safety across various industries. Our MSS team specializes in delivering top-tier solutions across three primary areas: two-way radios, mobile video solutions, and vehicle up-fitting.

- **Two-Way Radios:** We provide robust fixed and mobile two-way radios, including public safety and private radio systems, along with comprehensive radio dispatch solutions. Our radios ensure reliable communication in critical situations, supporting seamless coordination between teams in the field and at the base.
- **Mobile Video Solutions:** Our mobile video offerings encompass body-worn cameras, vehicle cameras, and drone-equipped surveillance, providing dynamic visual monitoring and recording capabilities. These systems are crucial for law enforcement, emergency services, and commercial enterprises, offering transparency and enhanced situational awareness.
- **Vehicle Up-fitting:** MCA excels in custom vehicle up-fitting services, integrating advanced communication and security technology into various types of vehicles. Our solutions include installation of PA/speaker systems, radar systems, mounts, racks, and storage, along with sophisticated mobile computing and communication devices like cellular routers and mobile radios.

Our MSS team is backed by decades of experience and a strong partnership with industry leaders like Motorola Solutions. This collaboration ensures that our solutions are not only innovative but also meet the highest standards of quality and reliability. Whether it's for emergency response, law enforcement, or commercial needs, MCA's Voice solutions are designed to deliver exceptional performance and reliability, enhancing operational capabilities and safety for all users.

- **Two-Way Radios**
 - Handheld Radios
 - Mobile Radios
 - Radio Accessories
 - Equipment Rentals
- **Two-Way Radio Infrastructure**
 - Conventional Radio Systems
 - Trunked Radio Systems
 - Single and Multi-Site Systems
 - ASTRO P25 Systems
 - MotoTRBO Systems
 - Standalone Repeaters
- **Radio Dispatch Systems**
 - Consoles and Workstations
 - 9-1-1 PSAP Applications
 - Dispatch Applications
 - Dispatch Accessories
 - Incident Management
 - Call Logging and Recording
 - Records and Evidence Mgmt
- **Mobile Video Solutions**
 - Body-Worn Cameras
 - Vehicle Cameras
 - License Plate Recognition
- **Fleet Upfitting**
 - Drone Management Applications
 - Video Management Systems
 - Mobile Radio, Router, and Antenna Installations
 - Mobile Computing Devices
 - Rugged Laptops
 - PA and Speaker Systems
 - Vehicle Lighting
 - Equipment Mounts
 - Storage Boxes and Trays
 - Radar Equipment



Public LTE/5G



Private LTE/5G



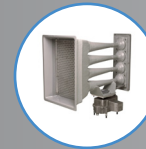
Microwave



ERRCS / DAS



IP-MPLS



Notification



SCADA

Data Solutions

Our Data division is dedicated to providing robust, secure, and scalable data communications systems that cater to a diverse range of industry needs. Our solutions are designed to ensure reliable connectivity and data transmission across various environments, from remote industrial sites to bustling urban centers.

- **Cellular Networking Solutions (CNS):** Tailored for IoT, branch offices, and mobile environments, our CNS offerings include rugged antennas, routers, modems, and wideband adapters, ensuring resilient connectivity wherever needed.
- **Private Wireless Networks:** Ideal for applications in smart cities, manufacturing, mining, healthcare, and logistics, these networks provide secure and reliable wireless communication that supports a multitude of devices and data-heavy applications.
- **In-Building Wireless Solutions (IWS):** Our comprehensive suite includes Public Safety DAS (ERRCS/ERCES) and Cellular DAS to ensure uninterrupted in-building wireless coverage. We enhance safety and cellular connectivity with advanced technologies such as Bi-directional Amplifiers (BDA), Distributed Antenna Systems (DAS), Femtocells, and Small Cells.
- **Broadband Infrastructure:** Leveraging Microwave, Fiber Optics, and IP-MPLS technologies, these solutions ensure high-speed data transfer and network reliability, with a focus on scalable infrastructure to support future growth.
- **Mass Notification Systems (MNS):** From sirens and speakers to sophisticated software platforms, our MNS offerings provide critical alerts and information dissemination across campuses, cities, and industrial complexes.
- **Supervisory Control and Data Acquisition (SCADA):** Supporting industrial automation, our SCADA solutions monitor and control field operations remotely, enhancing operational efficiency and safety.

MCA combines industry-leading technology with unparalleled engineering expertise to deliver solutions that not only meet the current needs of our clients but also anticipate future technological advancements. Our team of certified engineers and technicians are committed to delivering systems that enhance connectivity, streamline operations, and secure critical data across all platforms.

Cellular Networking

- Rugged Routers, Modems, and Wideband Adapters
- Customized NEMA Enclosures, Cabling, and Antenna Systems

Private Wireless Networks

- Nokia DAC and MPW
- JMA X-RAN Solutions
- AirSpan Network-in-a-Box

In-Building Wireless Solutions

- Public Safety ERRCS / ERCES
- Cellular (Neutral-Host) DAS

Broadband Infrastructure

- Microwave Backhaul Transport
- Fiber Optical (XGS-PON / FTTH)
- IP Networking and MPLS Routing
- Data Center Solutions
- Network and Fault Management

Mass Notification Systems

- Sirens, Speakers, and PA's
- Visual Lighting and Beacons
- Device Activation Management

SCADA Systems

- Remote Terminal Units
- Edge Gateways
- Fire Station Automation
- HMI and Software Integrations



Surveillance



Access Control



Detection



Alarms



Software



Integrations



Management

Security Solutions

Our Security division excels in delivering state-of-the-art security systems designed to safeguard your people, property, and places effectively. Our integrated approach combines advanced video surveillance, access control, and detection technologies to create tailored security environments that address the unique challenges of diverse sectors. With our commitment to service and a focus on innovative, scalable solutions, MCA ensures your security infrastructure is robust and adaptable.

- **Video Surveillance:** Our comprehensive surveillance solutions employ the latest camera technologies and video management systems to provide crystal-clear imagery and reliable monitoring. From fixed and PTZ cameras to more specialized options like thermal and explosion-proof cameras, we ensure wide coverage and high-quality visuals. Our systems are enhanced with edge computing capabilities for real-time data processing, making them crucial for both security and operational insights.
- **Access Controls:** MCA offers advanced access control systems that secure your facilities while facilitating seamless entry and exit management. Our solutions range from electronic and biometric locks to sophisticated barrier systems like turnstiles and bollards, suitable for various facility sizes and types. Integrated with visitor management software, our systems not only secure but also streamline access processes, ensuring efficient and safe operations.
- **Detection Systems:** Our detection technologies are designed to preemptively identify and mitigate security threats. This includes everything from perimeter defenses with advanced motion sensors to more specific solutions like weapon and intruder detection systems. We also provide environmental monitoring tools capable of detecting chemical, biological, radiological, and nuclear threats, thereby ensuring comprehensive protection against both conventional and unconventional hazards.

Through a combination of advanced technology and deep industry expertise, MCA's Security Solutions not only protect but also empower your operations, making your environment a safer place to work and succeed.

• Video Surveillance

- Intelligent Cameras
- Camera Mounts and Installs
- Storage and AI Appliances
- Management Platforms
- Command and AV Centers

• Access Control

- Electronic Locking Hardware
- Electronic Barriers (Gates, Turnstiles, and Bollards)
- Control Panels and Hubs
- Intelligent Intercoms

- Visitor Management Systems
- Employee Credentialing
- Insider Threat Mitigation
- Advanced Biometrics
- Management Platforms

• Detection Systems

- Intrusion Detection and Perimeter Monitoring
- Accoustical, Visual, and Touchless Weapon Detection
- Intelligent Access Controls
- AI-Enhanced Surveillance

- Alarm Systems
- Air, Sea, and Ground Radar
- Anti-Drone Applications
- Smart Sensors

• Integrations and Management

- Software Development
- Third-Party Integrations
- Augmented Reality
- Cybersecurity Consulting
- Remote Monitoring and Management (*SecurePlan*)
- System Health Monitoring (*Sentry*)



Consulting



Engineering



Staging



Installation



Management



Maintenance



Support

Life-Cycle Services

At MCA, we provide a robust suite of services designed to ensure that every aspect of your technology infrastructure is fully optimized and effectively managed. Our offerings span three critical areas: Professional Services, Managed Services, and Integrated Solutions, each tailored to meet the unique demands of our clients across various sectors, including highly regulated industries and government operations.

- **Professional Services:** We provide a foundational support structure for technology projects, encompassing expert consulting and tailored engineering designs. This group handles strategic provisioning, configuration, and implementations, as well as comprehensive project management, compliance auditing, on-site and virtual training programs, and detailed surveying, benchmarking, and proof of concept testing.
- **Managed Services:** We offer solutions designed to alleviate the burden of day-to-day technology management, allowing clients to focus more on their core operations. This includes customizable Service Level Agreements for continuous support, Managed Technology-as-a-Service (MTaaS) for comprehensive technology oversight, SecurePlan for proactive security system management, and the Microwave Network Assurance Program (MNAP) for specialized support of microwave communication systems.
- **Integrated Solutions:** We streamline and integrate operations across various technology platforms, enhancing overall system functionality and efficiency. This includes Workflow Automation to reduce manual processes and increase operational speed, Unified Management Systems for cohesive operation across different technologies, and Custom Software Development to bridge gaps between disparate systems, ensuring seamless integration and functionality.

MCA's team, equipped with secret clearances, UL2050 SCIF certifications, and extensive industry expertise, is prepared to undertake projects requiring high levels of security and compliance, delivering services that are not only efficient but also secure and compliant with the most stringent standards. We are committed to being more than just a provider—we are your trusted partner in technology management, ensuring that your investments in voice, data, and security solutions maximize operational and strategic advantages.

Professional Services

- Provisioning & Configuration
- Engineering & Design
- Implementations & Installations
- Surveying & Benchmarking
- Staging & Proof of Concept
- Project Management
- Compliance & System Audits

Managed Services

- Service Level Agreements (SLAs)
- Managed Technology as a Service (MTaaS)
- MCA SecurePlan™ and Sentry™ Security Monitoring
- Microwave Network Assurance Program (MNAP)

Integrated Solutions

- Workflow Automation
- Incident Management
- Work Order Ticketing
- Unified Management Systems
- Custom Applications
- Software Development
- Third Party Integrations

At MCA, our commitment to excellence encompasses a comprehensive array of communication and security technologies, spanning public safety, private commercial radio, mass notification, cellular networking, surveillance, access control, and detection systems. We bring unparalleled expertise to the design, deployment, integration, configuration, and maintenance of advanced systems, crafting customized solutions tailored to meet the specific needs of our clients while ensuring seamless integration and operational efficiency.

For decades, the MCA family of companies have stood as leaders in communication and security solutions, driven by innovation and a dedication to excellence. We specialize in systems that enhance connectivity, boost operational efficiency, and safeguard communities and enterprises alike. Each client's unique requirements are met with personalized solutions that are focused on delivering results and driving success.

Our team of skilled engineers and technicians brings extensive experience in a variety of communication and security technologies, offering robust and reliable systems capable of handling the demands of any operation. From aiding first responders in emergency situations to enhancing corporate environments and ensuring the safety of high-risk areas, MCA's solutions are designed to provide seamless, reliable connectivity.

From the initial consultation to ongoing support and maintenance, MCA is your trusted partner in communication and security. We are committed to reliability, customer satisfaction, and technological advancement, preparing you not just for today's demands but also for future challenges. With MCA, join us in transforming the way the world communicates and secures, one innovative solution at a time.

>> Contact Us Today

OUR CUSTOMERS



Public Safety



Education



Hospitality



Healthcare



Logistics



Manufacturing



Federal



Public Venues



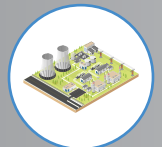
Construction



Retail & Branch



Transportation



Utilities

MCA Headquarters

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🌐 www.callmc.com



SECTION 2

PROJECT ORGANIZATION

MCA is a self-performing Design-Build-Monitor-Maintain integrator of Wireless Systems. We have in-house resources capable of taking a DAS project from conceptual design to operation, as well as providing ongoing support. We have the relationships, resources, and capabilities to navigate effectively and efficiently complete the Watauga County Schools Bi-Directional Antennae System.

Engineering:

- MCA employs a staff >35 Dedicated DAS Full time RF Systems Engineers.
- Each Engineer is certified in iBwave design software, all RF test gear that we operate, and by all BDA and DAS manufacturers that we work with.
- MCA has all the necessary RF Test equipment, software, and OEM Certifications necessary to install, maintain, and repair any Public Safety and DAS Solution.

Project Management:

- MCA has on-staff, PMP-certified Project Managers
- Every project is tracked and managed by a dedicated Project Manager
- Watauga County Schools will have a dedicated Program Manager

Construction:

- MCA Installation Technicians are trained and certified for the technologies we deploy
- A dedicated Construction manager is in place on large projects to manage installations
- Project resources will have their General Radio Operator's License

Maintenance and Monitoring:

- MCA staffs a 24x7 Network Operations Center
- MCA Service Technicians are available for Maintenance Deployment as needed, and within a 1hr drive from Watauga County
- MCA provides M&M services / programs to over 150 Clients (and growing)
- Provides ongoing Maintenance programs for large customers
- Conduct Annual Preventative Maintenance visit

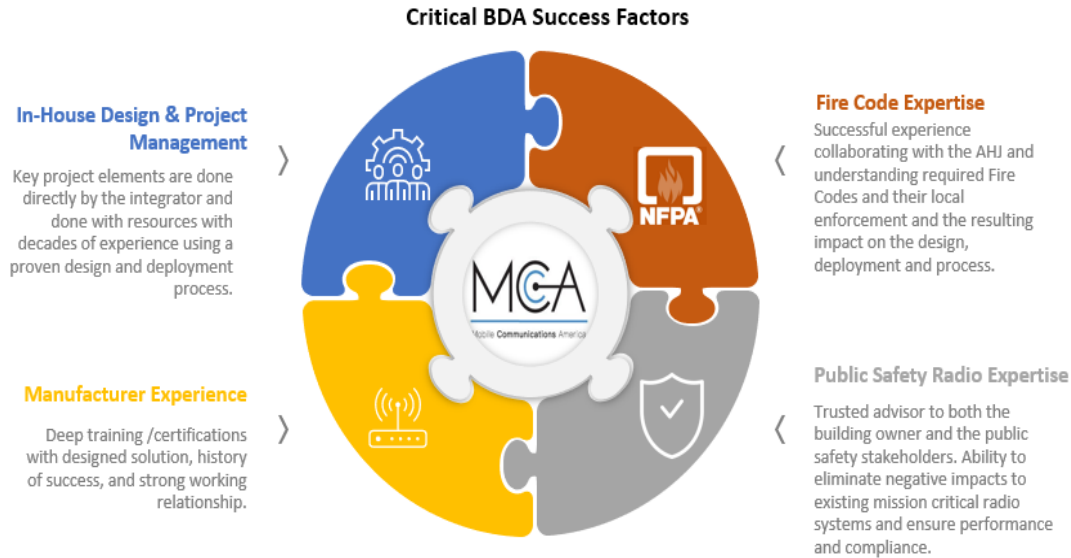
Licenses Info:

- Federal Tax ID Number: 46-3325861
- General Radio Operators License: We have many in-house GROL licensed Engineers, PMs and Techs.

Through twenty years of experience and thousands of ERCES deployments, MCA has refined a proven methodology around four key tenants that have been found to be the largest contributors to 5 STAR ratings from our customers. The factors include having strong in-house engineering and program management staff and procedures, having expertise in local fire code enforcement, expertise in public safety radio systems, and deep experience with the manufacturer equipment being provided. These factors have significant impact on the risk to on-time and on budget performance, but also the disruption to facility operations and construction progress.

MCA understands and is committed to meet or exceed customer requirements. MCA will utilize collaborative program management practices to reduce the risk, enhance communications, and manage the quality efficiency of the project. MCA’s Program Manager will ensure any/all resources will adhere to your site safety, security and COVID protocols. Our goal is to exceed expectations on every Watauga County Schools project to continue to build a long-term value-added partnership together.

MCA has a local office, warehouse, management, and installation teams throughout North Carolina to support the project.



SECTION 3

MCA STAFFING/RESUMES

Available upon Request

SECTION 4

IMPLEMENTATION/SCHEDULE

4.1 MCA PROCESS AND SUPPORT

4.1.1 Process: Define, Design, Deploy, Operate

MCA has previously collected data throughout each school using a Spectrum Analyzer / PCTel scanner and PCTel Seahawk touch software. This data allows us to generate the necessary reports for each location and define where supplemental coverage will be required (scope of work). It is important to tailor coverage to areas needed and not to compete or interfere with existing macro repeater coverage.

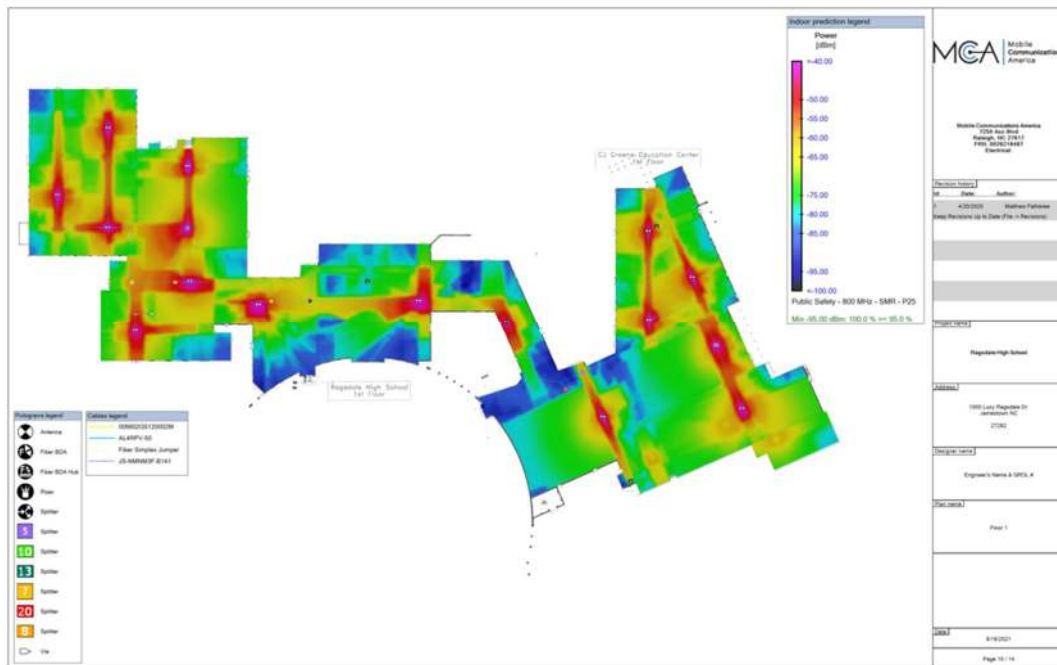
At completion, the customer will receive a report on top of the floorplans of breadcrumb trail of RSSI dB readings of the required frequencies throughout the facility (where the RF Engineer walks throughout the testing procedure). The scanner takes continuous readings, but we'll select a measurement every (for example) 3 yards throughout the entire building, the rooftop corners, and perimeter of the building. With the report, Watauga County Schools will have a baseline report of exact Cellular & PS Radio Signal Strength Indication (RSSI) (and any other required reporting) throughout. The report will distinctly identify the specific areas that require enhancement and will include rooftop readings to ensure the starting Received Signal Strength and Signal quality is adequate to utilize a BDA. The rooftop readings will also provide MCA a starting link-budget number for the DAS design efforts. With the report, we will have the Scope Area determined, and will be able to confirm our in-building solution design for each school ensures Cellular coverage is robust and dependable throughout the entire building/campus.

4.1.2 System Design

Utilizing Benchmark analytics, MCA will complete final iBwave designs on all schools that will require enhancement. Determination of interfering RF levels within the building(s) transmitted by the outdoor base repeater(s) is critical to minimize time-delay interference (TDI). With the analytics of all frequencies tested, we'll devise a strategy of coverage enhancement goals and interference potential.

Public Safety - 800 MHz - SMR - P25 / Signal strength

Building 1: Floor 1



With the design output, we'll provide heat maps showing the predicted coverage on top of floor plans. These heat map plots are projected signal strength indicator (RSSI) levels based on both the data collected at the school and the additional coverage from the proposed BDA system. This allows MCA to accurately predict and plot the expected coverage throughout every school.

- 1) Design process overview for Public Safety BDA DAS
 - a. Set up IBwave Project
 - b. Identify Critical Areas on Floorplans
 - c. Place antennas in near proximity to Critical Areas, Stairwells, and Elevator Lobbies
 - d. Set proper Channels Counts by Band for Full Capacity Utilization
 - e. Choose and Place appropriate BDA
 - f. Set Measured Roof Top RSSI on RF Source
 - g. Set RSSI Legend to show -95dBm as threshold value
 - h. Build walls as determined during site walk.
 - i. Layout design with antennas and coax pathways.
 - j. Balance coverage with Coupler value selection or balancing tool
 - k. Run Predictions and evaluate performance compliance
 - l. Adjust serving antenna locations to support 20dB of gain margin isolation
 - m. Iterate on Predictions until performance metrics are met.

We design to meet Isolation and coverage requirements as specified by code.

The deliverable produced with our design effort will be a full design package for the school. The design will include all antenna placements and cabling pathways, which will provide Watauga County Schools with all pertinent information. If any required Asbestos abatement is needed this design will assist in working around those areas.

4.1.3 Code Compliance

ERCES solution installation will meet or exceed the 2018 NC Fire Code 510 standard it is designed to support. Each ERCES will interface with existing fire alarm panels and allow for a minimum of 5 conditions. A Knox switch will be installed to shut off the ERCES system where the system is not co-located with an FA panel.

Further, along with the alarming and the enclosure specifications of the equipment proposed by MCA would adhere to the requirements of the 2015 IFC codes and the Local County AHJ requirement(s).

510.3 Permit Required

MCA will work with the AHJ on a permitting process. We can provide guidance to the AHJ on the pre-construction design review, the post commissioning inspection, the 20 Grid performance test, and the close out documentation.

510.4.2.3 Secondary Power

The Comba Critical Point Solutions offered by MCA have a tightly integrated battery backup system that provides a minimum of 24 hours backup performance with automatic transfer and full alarming.

510.4.2.4 Signal Booster Requirements

- Signal Booster Components contained in Nema 4 type enclosure. (Critical Point is compliant)
- Battery System in Nema 4 Type Enclosure (This has been updated in code to Nema 3 due to safety and Critical Point is compliant)
- Signal Booster Shall be Monitored (MCA can Monitor or tie to Fire Alarm Panel)
- Equipment is FCC Certified (Critical Point Hardware is all FCC Certified, numbers available)

510.4.2.5 Additional / Change of Frequencies

The Critical Point hardware has programmable filters that allow us to program any channel required in the 700/800 Mhz bands.

510.5.1 Approval prior to Installation

MCA will provide detailed designs and specifications to the AHJ for approval prior to installation.

510.5.2 Minimum Qualifications of Personnel

- MCA Engineers and Leads hold General Radio Operator Licenses (numbers available)
- MCA Personnel are certified and trained by the manufacturers of the equipment deployed. (Certificates are available)

510.5.3 Acceptance Test Procedure

- Test with P25 handsets
- Gain Values measured (This a standard part of our commissioning process)
- Spurious Emissions (MCA maintains calibrated Spectrum Analyzers capable of this measurement)

510.5.4 FCC Compliance

The equipment specified is fully FCC compliant with FCC ID's available upon request.

510.6.1 Testing and Proof of Compliance

MCA offers an annual certification service to enable compliance.

4.2 PROPOSED BI-DIRECTIONAL AMPLIFIER (BDA) SYSTEM

ERRC Public Safety COVERAGE REQUIREMENTS	
FREQUENCIES/ CARRIERS SUPPORTED	Coverage Criteria
700/800 MHz P25	-95 dBm over 95% of the buildings including 99% in Critical Coverage Areas

Active Components

MCA is proposing a suite of Amplifier Solutions from Comba Telecom

Depending on the size and complexity of the location, we would specify a Class A Critical Point ½ Watt, 2 Watt, 5W, 20W or 40W Remote Amplifier. In rare cases, we will utilize Class B BDAs for channel spacing requirements. For Public Safety in a very large facility where the design required it, we would specify a Critical Point Fiber Active Class A solution that would allow us to extend service to fiber-fed remotes. All “active” electronics will include a code-compliant Battery Backup solution as the secondary source of power. These BBUs allow full code compliant alarming with ties to the Fire Alarm Panel.

We have installed this solution in several hundred facilities, including within several large manufacturing plants in North Carolina. The class A product has several distinct advantages over a Class B amplifier. It allows each channel to have independent Automatic Gain Control (AGC). This prevents a strong radio near an antenna from causing the gain of distant radios on a different channel from being attenuated and possibly losing coverage. It also prevents a nearby tower with private radio channels from taking up capacity on the BDA that should be reserved for First Responder use.

In addition to the 24/7 support provided by MCA, Comba Telecom Inc. offers -Free Technical Support (800 # and engineering support available 9AM to 8PM EST– Monday through Friday 9AM to 8PM EST– Monday through Friday. An important factor when it comes to manufacturers with somewhat similar products (like a Bi-Directional Amplifier) is their back-end support. We have had exceptional continued support from our partnered OEMs.

- Comba USA provide a 3-Year Warranty with Free Advanced Equipment Exchange Program
- Further, they provide the following state of the art features:
 - Comprehensive alarming capabilities, which supports all NFPA and IFC required monitoring and alarming.
 - Local and SNMP based remote monitoring.
 - Built-in signal generator and isolation testing function.
 - Digital/programmable filters utilizing FPGA technology.
 - Supports public safety 700/800MHz in single band or dual band version
 - Supports P25 P1/P2 digital and conventional analog communications simultaneously
 - Supports FirstNet LTE band 14
 - Single band versions include license to switch from original band to alternate band
 - Single band can be upgraded to dual band via license key
 - Each band supports up to 32 narrow band filters (Class A)
 - Channelized Auto Level Control (ALC) / Channelized uplink squelch (Class A)
 - NetProtect Uplink PA shutdown during no traffic periods to minimize noise being introduced to the network (Class A)
 - Built-in mandatory isolation test to prevent BDA oscillation

- Auto shutdown with alarm upon oscillation detection
- Web based GUI for intelligent configuration, SNMP supported
- NFPA compliant dry contact alarms, UL50E Type 4 / NEMA 4 enclosure
- UL 2524 Standard Certified – SGS Certificate No.: SGSNA/19/GZ/00173

Passive Components

MCA only utilizes premium commercial products in the deployment of our passive network. Coaxial cable is ½” Plenum Rated copper or Aluminum low-loss non-braided. This is critical for eliminating the Passive Intermodulation Products (PIM) that can occur with braided cable such as LMR-400. PIM can be a problem when mixing 700 Firstnet with any other 700 or 800 Mhz commercial or LMR band. It is mitigated through the use of high quality, low PIM components and detailed construction methods.

We use Low PIM, high quality JMA compression connectors that are applied with a high-pressure compression jig resulting in a permanent attachment to the cable. We select high power, Low PIM Tappers that are determined by tapped value (within our customized iBwave software) to optimize the distribution of signal equally throughout the building.

We support our cables according to BICSI standards with J-hooks, cable tray, and conduit as needed.

Our components are properly grounded with Telcom standard Telco-flex Ground wire with properly sized compression ground lugs and heat shrink.

Donor antennas are roof mounted either with a ballasted sled on double roof mats or with a sidewall mount attached to structure. The donor line is high quality LDF4-50A outdoor rated cable. We ground our sled and waterproof all outdoor connectors.

The donor line is terminated on a Low PIM lightning arrester that is grounded as it enters the building. Any cable that must traverse the roof is run in schedule 80 PVC conduit and supported with EPDM Strut blocks. Any required conduit is installed with expansion joints.

4.2.1 Project Development

MCA’s pre-construction strategy will commence with the Project Management team finalizing the detailed schedule with Watauga County Schools’ key Stakeholders, ensuring that we have the proper order of schools that work around any school events and schedules. Our extensive Cellular and Public Safety DAS work within Public School Districts has prepared us for work within this unique environment.

Clear communication among all Stakeholders is most important with programs such as these. MCA will manage the schedule, the required permits & approvals, and lead ongoing communication (meetings) throughout the lifecycle of the program.

Once final designs are completed for each school, we’ll immediately begin equipment procurement for that school. Equipment procurement timeframes can vary week to week and month to month, especially in today’s supply-chain environment. We’ve seen equipment delays with OEMs, distributors, and even specific products. Our expectation is a 4-6 week procurement timeframe at this time. Once we have equipment in hand, our expectations are to schedule work-start with the principal of each school. Our highest priority is proper communications and level-setting expectations with those that the project will affect.

The MCA will work with Watauga County Stakeholders to finalize an order of installation, organize installation teams to specific “pods” of schools, and finalize the schedule of installation.

Once the schedule, materials, approvals, and permits are in place, MCA will deploy installation teams (consisting of a lead tech and skilled installation technicians) out to different school “pods” simultaneously to start with the construction of the Cellular and Public Safety BDA Distributed Antenna System(s). Project Management and each installation team will start with a meet-and-greet with each of the school’s key contact to establish working hours, safety procedures, validate security requirements, Covid-19 requirements, and determine work areas prior to unloading any material and starting any construction. MCA understands and certifies that any employees and/or agents working on school properties are not prohibited from being on such properties and require a criminal background check.

Each school is generally expected to take (an average of) 5-10 business days to physically install the system, and approximately 1 day to commission and walk test, by an MCA certified Engineer. Installation timeframe will vary based on size of school, ease of cabling effort, number of wall or floor penetrations required, complexity of design, etc.

The install team’s goal is to work on a school’s system install until 100% complete and then move on to the next school within the “pod”. The MCA believes in being flexible and understands how to refocus to areas that we can control when scheduling or access issues arise. We have the ability to add additional installation teams to help recover any schedule delays we may encounter along the way or move teams to another school. Our goal is ***Total Customer Satisfaction***.

Once each system has been commissioned, tested, and optimized by the MCA Engineer, the Project Manager will work with County Fire Marshalls (AHJ) to gain acceptance of the system. This coordination effort is necessary and understood. We consider the County’s Authority Having Jurisdiction as our customer as well, and we will do what it takes to ensure his/her/their approval.

The MCA will perform full Benchmark analysis at every school upon commissioning to document the system performance and set a baseline. A final acceptance will typically include walk test with the AHJ or assigned Motorola radio tech, potentially the electrical inspections, fire alarm panel testing, while providing a 20-grid hard copy of each floor with signal level readings. After each school has been accepted, MCA Engineering will then produce a final close out package for each school which includes the final As-Built, pictures of the installation, and test results. Finalized baseline testing and subsequent analysis and documentation creation (As-built reports) will take approximately 4-6 weeks.

4.2.2 Guarantee

MCA will guarantee the system for a period of 1 year from completion of installation, and the active Comba system components can be extended under manufacturer’s warranty for 3 years. Upon request an Annual walk-test, equipment inspection, and system compliance certification shall be conducted within 1 year of the date of commissioning. This annual system checkup will include Equipment integrity checks, supportive mechanical connections will be verified tightened to specified torque, battery voltage shall be checked and verified within expected voltage range based on age of battery, and a benchmark test will be performed to ensure that the system is working as it was when initially turned up.

4.2.3 Ongoing Support

To help protect your company’s investment and ensure that all equipment is operating properly, MCA offers both ongoing Maintenance services and 24/7/365 System Monitoring services to our clients. If allowed a remote tie-in to the system, the MCA could remotely Monitor any of the systems we deploy. Remote connectivity provides the opportunity for MCA Engineering to immediately log in and provide initial remote support should a problem arise. If contracted, the MCA can also perform

preventative maintenance and performance checks on a scheduled basis and annual performance benchmarking for the AHJ (as required by code).

All equipment alarms are analyzed by MCA NOC personnel to initially determine the best course of action. If the issue is a simple setting or recommissioning change, MCA will efficiently perform the necessary tasks to optimize the system. If the issue cannot be resolved remotely, MCA will dispatch a technician to perform repairs on site. If a dispatch is necessary, the NOC Manager will contact the end customer to coordinate onsite access to address the issue.

While onsite, MCA will perform root-cause analysis / diagnostics and determine steps to remedy the issue. Again, if the issue is a simple setting or recommissioning change, MCA will efficiently perform the necessary tasks to optimize the system and test the site. If the issue is more complex, our Engineering team has the experience and test equipment to determine and remedy any system failure. MCA's Engineering team is equipped and trained to resolve system issues promptly and efficiently.

MCA Maintenance and Remote Monitoring contracts cover all labor required to correct problems and should there be an "outside of warranty" - failed component involved, MCA would repair the failed component at cost +15% or replace the part at the pricing established in the document "Products Proposed for Use with Contract" within the M&M agreement. Should the failed part be under warranty, MCA will coordinate with the vendor (RMA) to obtain the replacement part. MCA will suggest spares for Watauga County Schools to ensure maximum uptime and repair efficiency.

The cost for Maintenance is based on the size and complexity (total value) of the equipment, and the site's required SLA/SLO. Established annualized Maintenance pricing will be prorated such that the maintenance of all maintained sites ends on the same date. Costs for proactive maintenance sessions and yearly testing can / will be included in the program cost.

Below is an excerpt from our standard Maintenance Agreement that defines trouble ticket severity and escalation times if not immediately remedied. MCA would be open to working through / negotiating changes or alternate Watauga County Schools' suggestions.

Urgency	Definition & Response	Escalation if Not Resolved
Severe	Entire System is down. All or the majority of users cannot utilize their mobile devices using the covered Equipment. MCA will immediately assign the appropriate resources. Issue remains top priority until resolved.	Within 24 hours
Moderate	Partial service degradation (by area (e.g., only certain locations) or by feature. MCA will assign resources and the issue will be treated as a high priority, but work is generally performed during normal business hours.	Within 48 hours
Minor	This includes minor alarms and/or other issues that do not affect service or perceived service level. MCA will assign a low priority to the issue but will commit to resolving the issue in a reasonable time period.	Within 2 Months

4.2.4 Reporting

At MCA we feel a good support structure revolves around Process, Ownership, and Communication. Upon resolution of an issue, Watauga County Schools will be provided with a report that details trouble ticket root-cause analysis, description of the issue or issues found, the source of the failure, explanation of why it occurred (if known), and the subsequent course of action taken to resolve the problem.

4.2.5 Drawings

Please see MCA technical drawings on the following pages;



Valle Crucis Elementary School

Broadstone Rd
Valle Crucis, NC

Lat: 36.209033°
Long: -81.772758°

Insightly ID: 32677838349

Coverage Area: 79,326 sq.ft

Mobile Communications America
315 Kitty Hawk Dr
Morrisville, NC 27560
FRN: 0026218487

MCA TEAM

RF Engineer

Name
Mark Bunnell

Phone
984-312-4604

GROL
PG00074973

Project Manager

Name
Chris Wright

Phone
919-422-3117

CUSTOMER CONTACT

Fire Department Contact

Name

Phone

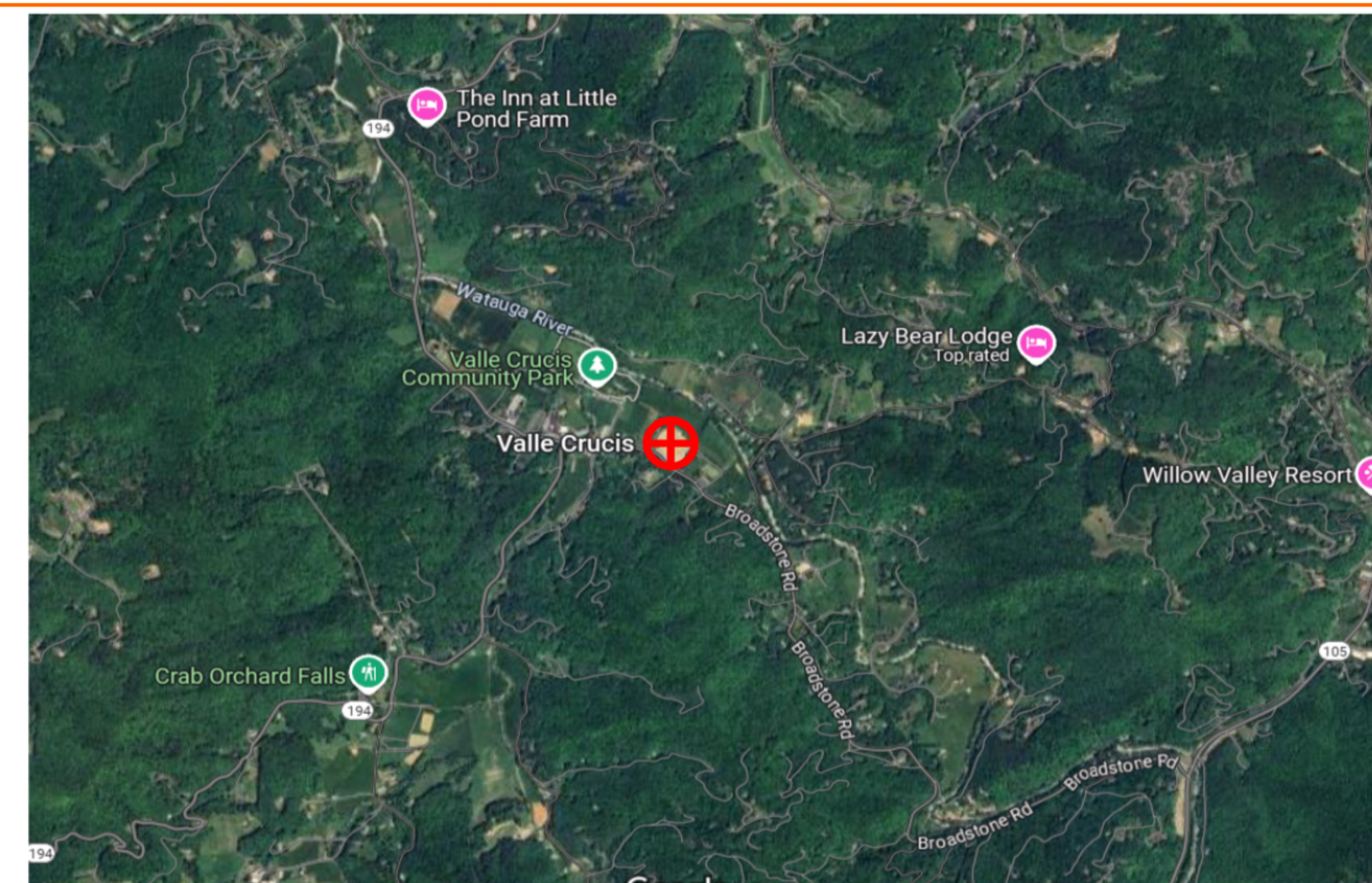
Phone

Site Contact

Name

Phone

Vicinity Map



GROL LICENSE HOLDER: Mark Bunnell
FCC SERIAL NUMBER: PG00074973

DESIGN SPECIFICATION

OEM: Comba Telecom

Solution: Comba CriticalPoint V3 BDA

Assumptions

Band	Name	Type	Call Sign	Channels
700 MHZ	NC VIPER Boone	P25	WQPV551	7

- Assumes a control channel signal of -80 dBm on rooftop.
- Design will maintain a level of -95 dbm RSSI over 95% of the requested coverage area.
- Backbone Cable Fire Survivability:
 - 2 hour cable used.
 - 2 hour enclosure/ area used.
 - Building covered by NFPA 13 compliant automatic sprinkler system.
 - Not required.
- Isolation shall be a minimum of 20dB above the signal booster gain under all operating conditions.

PROJECT DESCRIPTION

This Design is governed and compliant with:

	IFC 2015
	IFC 2018
X	IFC 2021
	2013 NFPA 72
	2016 NFPA 72 / NFPA 1221
	2019 NFPA 1221
X	2022 NFPA 1225

Rev	Date	Author
1	2/23/2024	Kelun Wang
Initial Design		
1.1	9/13/2024	Kelun Wang
Pre-con Site Walk Revisions		

Project name
CS_RFP_WataugaSchools_ValleCrucis
ES_NC_DesignV1.0

Address
Broadstone Rd
Valle Crucis North Carolina
US

Designer name
Kelun Wang

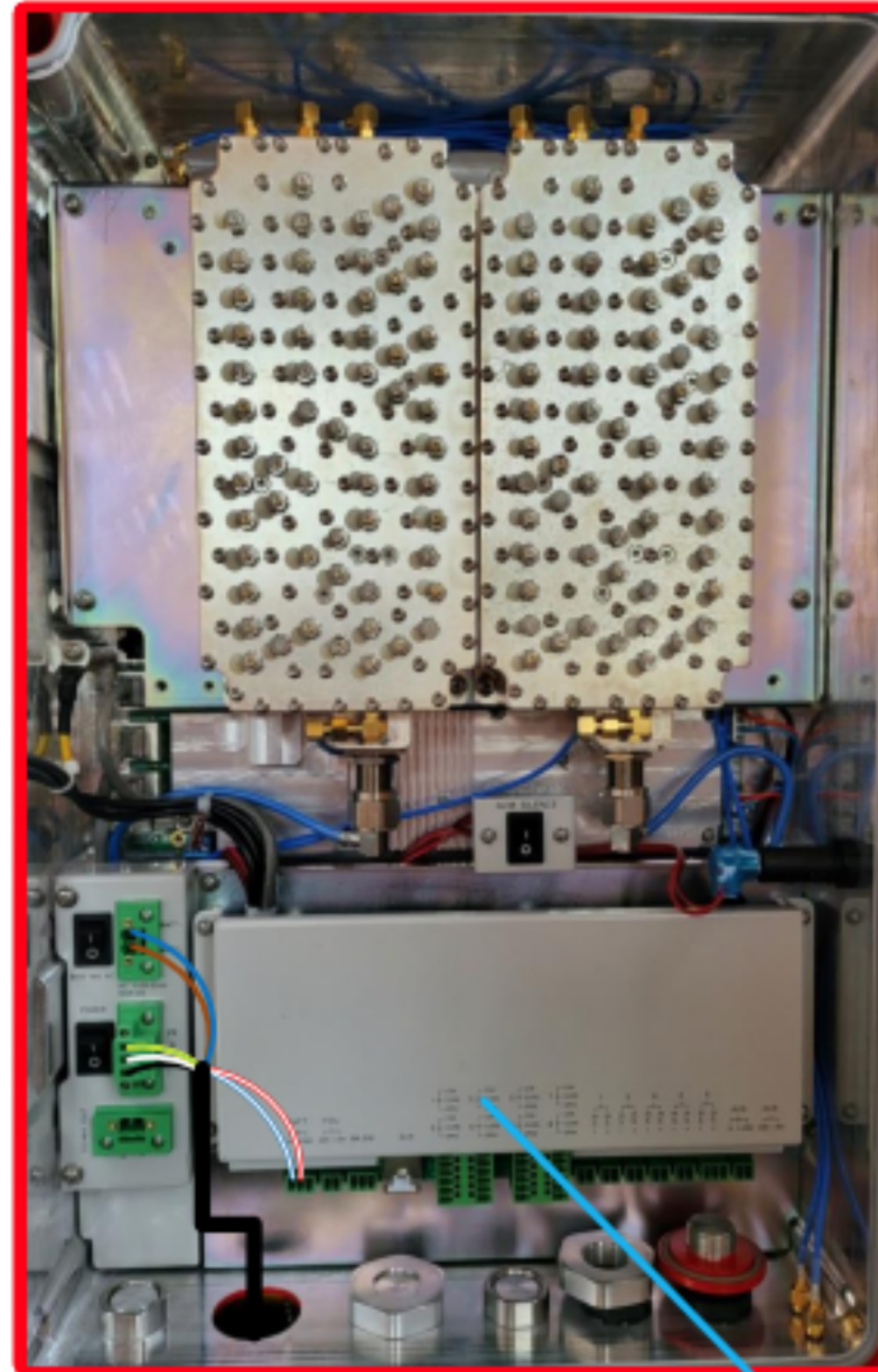
Cover Page

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BDA NG Alarm Wiring Diagram

(Normally Open Example)

Comba BDA NG



Dry alarm setting

Alarm name: NORMAL AC POWER

Select:

AC Normal	AC Load Alarm	Charger Fault Alarm	Charger Comm. Fault Alarm
RF Alarm CL 700MHz	LRM Alarm CL 700MHz	RF Shutdown Alarm CL 700MHz	Ext Alarm 1
RF Alarm CL 900MHz	LRM Alarm CL 900MHz	RF Shutdown Alarm CL 900MHz	Ext Alarm 2
RF Alarm CL 1900MHz	LRM Alarm CL 1900MHz	RF Shutdown Alarm CL 1900MHz	Ext Alarm 3
RF Jn Clear Alarm 700MHz	CL Jn Low Alarm 700MHz	OutStation Shutdown Alarm	Ext Alarm 4
RF Jn Clear Alarm 900MHz	CL Jn Low Alarm 900MHz	OutStation Clear Production Alarm	Ext Alarm 5
RF Jn Clear Alarm 1900MHz	CL Jn Low Alarm 1900MHz	PLL Alarm	Clear Temperature Alarm
RF Jn Low Alarm 700MHz	CL Jn Low Alarm 700MHz	Digital Clock Alarm	DT AHJ Discrimination Alarm
RF Jn Low Alarm 900MHz	CL Jn Low Alarm 900MHz	Battery Low Alarm	Battery Connection Fail Alarm
RF Jn Low Alarm 1900MHz	CL Jn Low Alarm 1900MHz	Battery Clear Discharge Alarm	

Buttons: [OK] [Cancel]

Dry Contact Alarm Preset

Setting 1: Dry Contact Alarm Preset

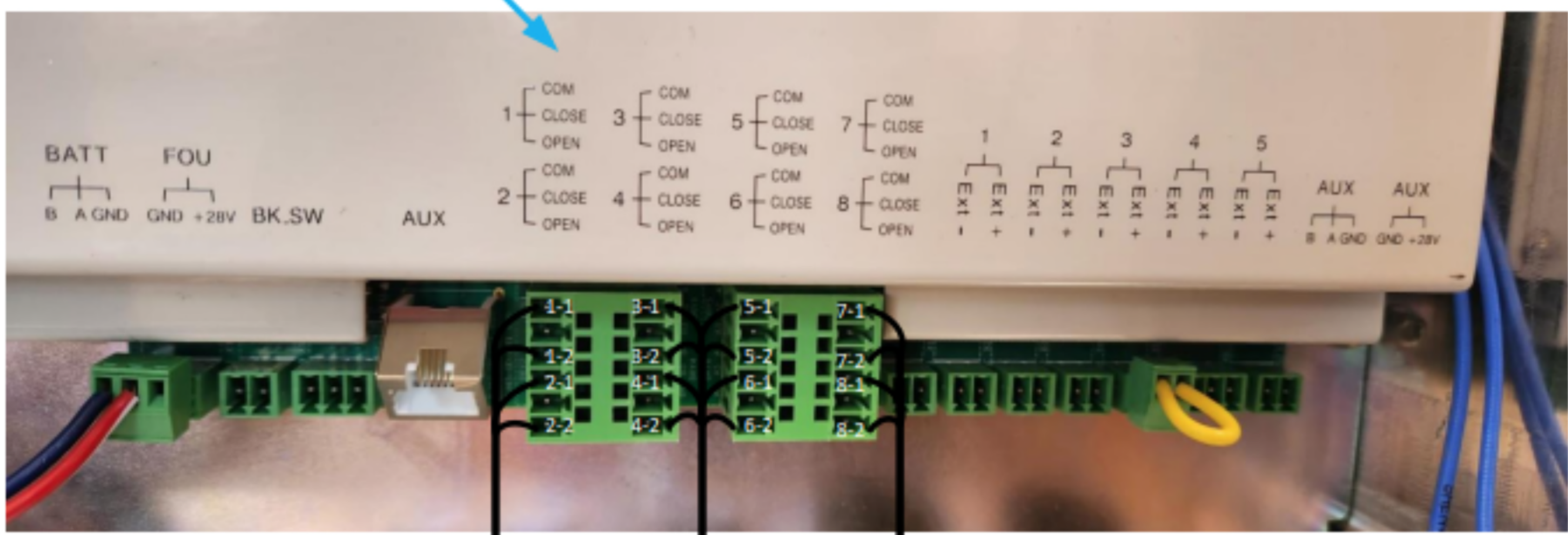
Value: NFFA 1221 2019

Buttons: [Save] [Cancel]

Dry Contact Alarms

Name	Value	Actions
Dry Contact Alarm Preset	NFFA 1221 2019	[Modify] [Test]

Dry Contact Alarm Name	Alarm Status	Actions
NORMAL AC POWER	●	[Modify] [Test]
LOSS OF NORMAL AC POWER	●	[Modify] [Test]
BATTERY CHARGER FAILURE	●	[Modify] [Test]
LOW BATTERY CAPACITY	●	[Modify] [Test]
DONOR ANTENNA MALFUNCTION	●	[Modify] [Test]
ACTIVE RF-EMITTING DEVICE MALFUNCTION	●	[Modify] [Test]
ACTIVE SYSTEM COMPONENT MALFUNCTION	●	[Modify] [Test]



FACP

1-1	NO	(Alarm 1 / eg. NORMAL AC POWER)
1-2	COM	
2-1	NO	(Alarm 2 / eg. LOSS OF NORMAL AC POWER)
2-2	COM	
3-1	NO	(Alarm 3 / eg. BATTERY CHARGER FAILURE)
3-2	COM	
4-1	NO	(Alarm 4 / eg. LOW-BATTERY CAPACITY)
4-2	COM	
5-1	NO	(Alarm 5 / eg. DONOR ANTENNA MALFUNCTION)
5-2	COM	
6-1	NO	(Alarm 6 / eg. ACTIVE RF-EMITTING DEVICE MALFUNCTION)
6-2	COM	
7-1	NO	(Alarm 7 / eg. ACTIVE SYSTEM COMPONENT MALFUNCTION)
7-2	COM	
8-1	NO	(Alarm 8)
8-2	COM	

NFPA 1225 2022

18.14.1.2 The system shall comply with all of the following:

- (1) Monitoring for integrity of the system shall comply with Chapter 10 of NFPA 72.
- (2) System supervisory signals shall include the following:
 - (a)* Signal source malfunction
 - (b) Active RF-emitting device failure
 - (c) Low-battery capacity indication when 70 percent of the 12-hour operating capacity has been depleted
 - (d) Active system component failure
- (3) Power supply supervisory signals shall include the following for each RF-emitting device and active system components:
 - (a) Loss of normal ac power
 - (b) Failure of battery charger
- (4) The communications link between the fire alarm system and the in-building emergency responder communications enhancement system shall be monitored for integrity.
- (5) Where approved by the AHJ, a single supervisory input to the fire alarm system to monitor all system supervisory signals shall be permitted.

Mobile Communications America
315 Kitty Hawk Dr
Morrisville, NC 27560
FRN: 0026218487

Rev	Date	Author
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Initial Design		
1.1	9/13/2024	Kelun Wang
Pre-con Site Walk Revisions		

Project name
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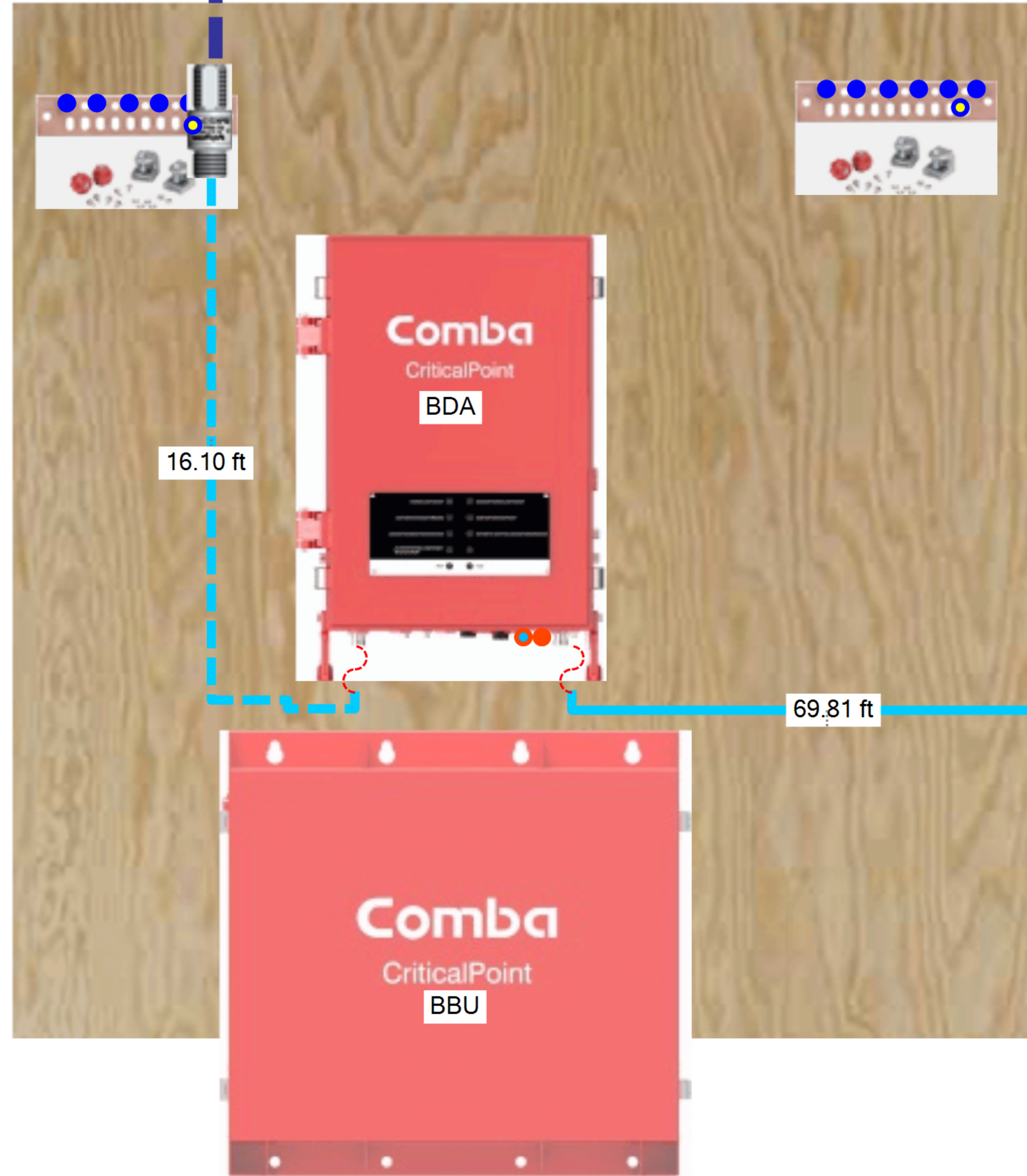
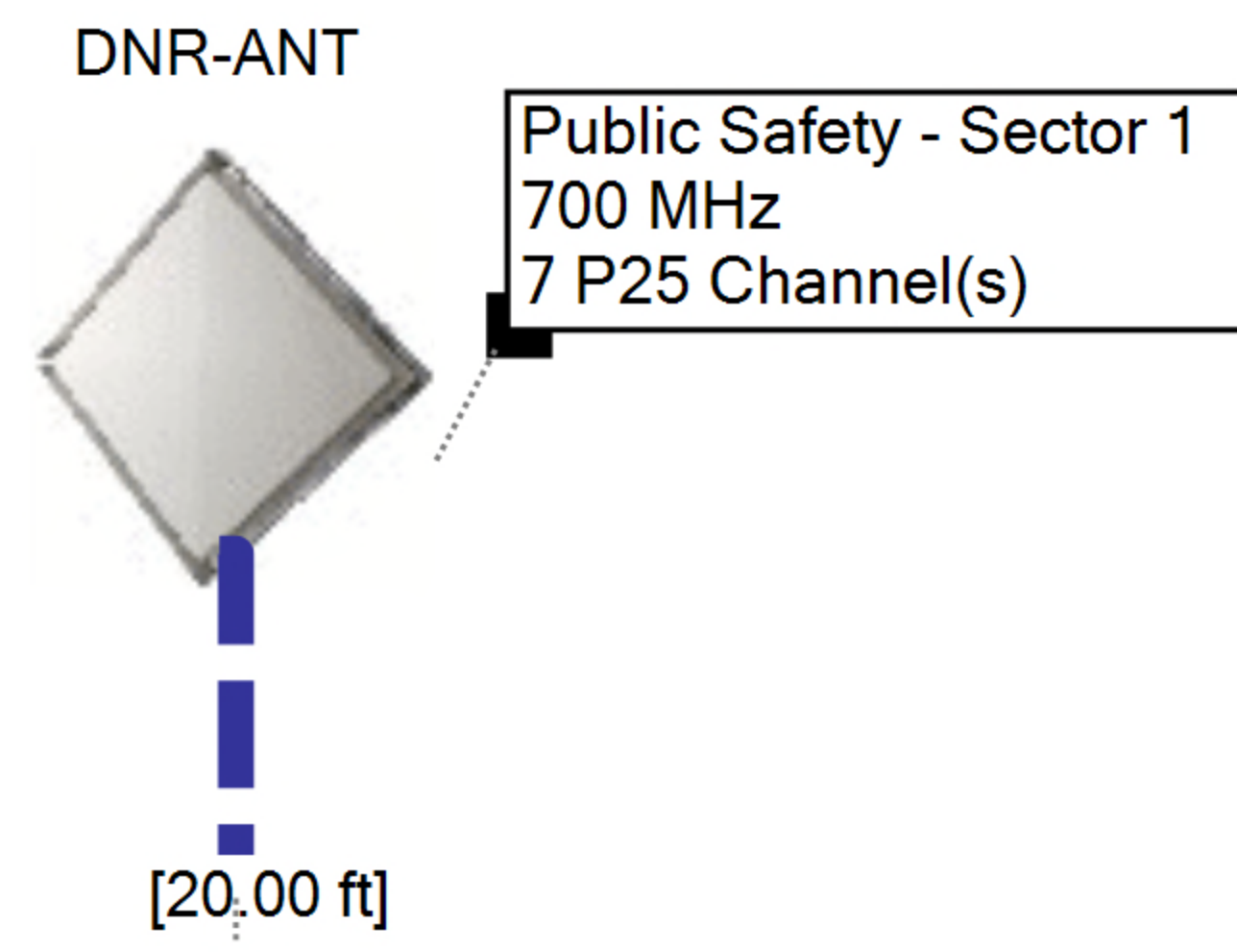
Address
Broadstone Rd
Valle Crucis North Carolina
US

Designer name
Kelun Wang

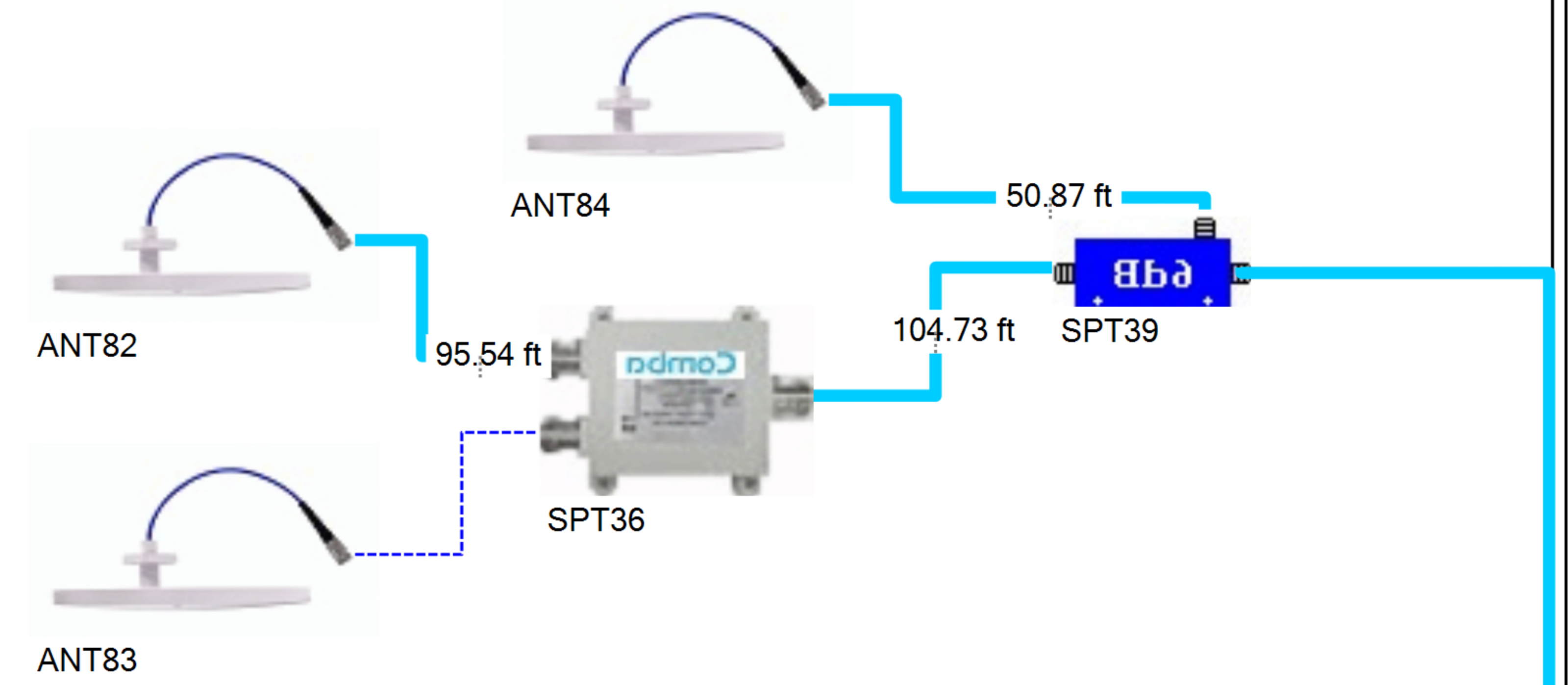
Comba V3 Supervisory Alarms

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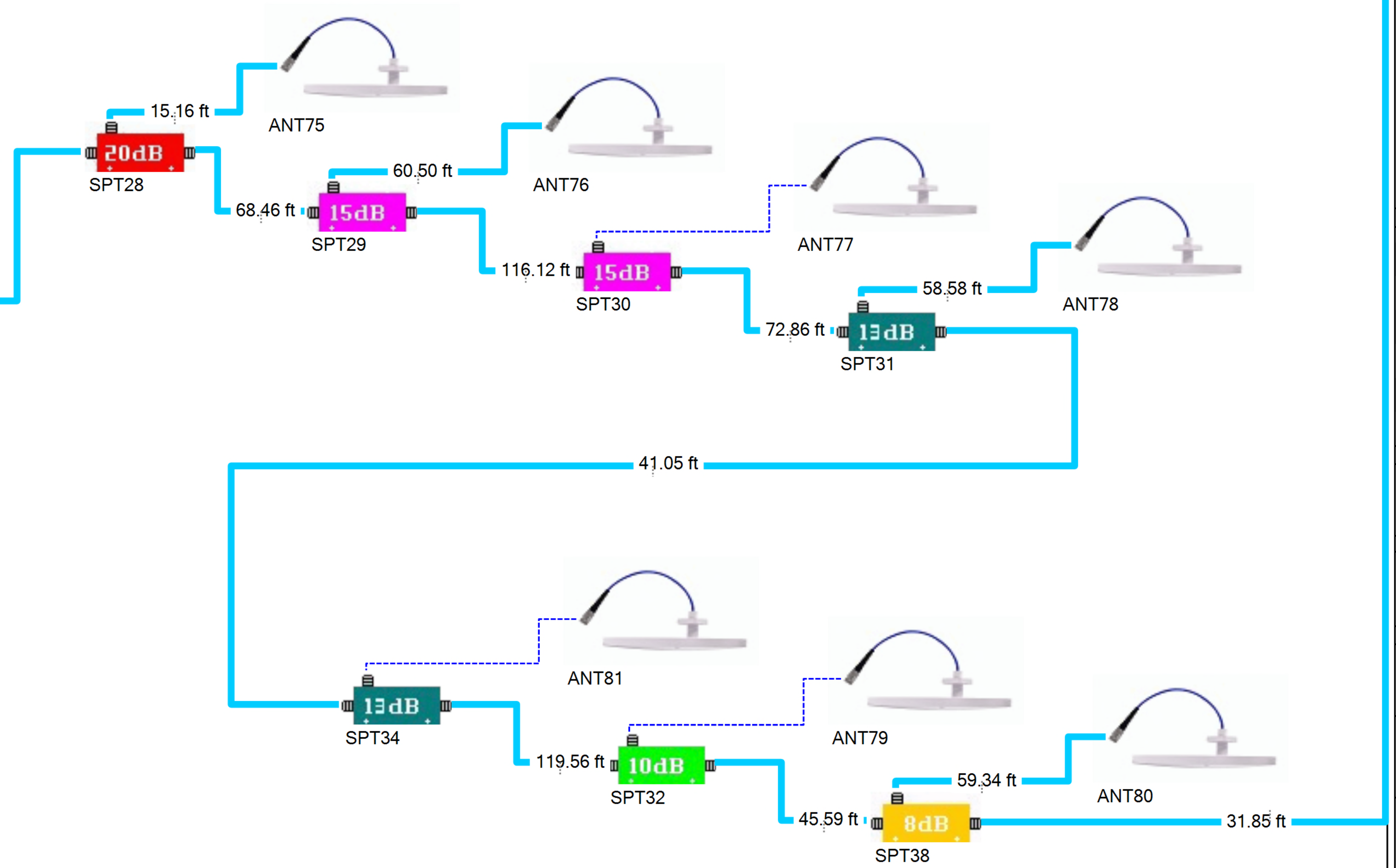
Rooftop



Floor 2



Floor 1



Rev	Date	Author
1	2/23/2024	Kelun Wang
Initial Design		
1.1	9/13/2024	Kelun Wang
Pre-con Site Walk Revisions		

Project name
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Address
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Designer name
Kelun Wang

System Overview

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ES_NC_DesignV1.0

Address
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Valle Crucis North Carolina
US

Designer name
Kelun Wang

Floor 1

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2/5/2025

Indoor prediction legend

GENERAL NOTES

1. PLAN DIMENSIONS SHOWN ARE TO FACE OF FRAMING MEMBERS, FACE OF MASONRY, OUTSIDE FACE OF GLAZING, AND TO CENTER LINE OF COLUMNS.
 2. REFER TO SHEET A800 FOR THE PARTITION SCHEDULES. ALL INTERIOR PARTITIONS ARE TO BE TYPE SAN UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS TO BE FIELD VERIFIED PRIOR TO INSTALLATION OF EQUIPMENT / SHELVING / CASEWORK.
 4. ANY CONFLICTING INFORMATION BETWEEN THE ARCHITECTURAL DRAWINGS AND THE CIVIL, LANDSCAPE, STRUCTURAL, FIRE PROTECTION, PLUMBING, HVAC, AUDIO VISUAL OR ELECTRICAL DRAWINGS SHALL BE NOTED IN WRITING TO THE ARCHITECT FOR REVIEW AND MUST BE CLARIFIED PRIOR TO COMMENCING THE CONSTRUCTION IN QUESTION.
 5. PROVIDE FIRE RETARDANT TREATED WOOD BLOCKING IN METAL STUD PARTITIONS FOR MOUNTING FIXTURES, MILLWORK, SHELVING, HARDWARE, DOOR STOPS AND OTHER EQUIPMENT.
 6. VERIFY AND COORDINATE PENETRATIONS THROUGH FLOOR SLABS, ROOF DECK AND PARTITIONS WITH PM&E AND FP DRAWINGS.
- DATE FINISH FLOOR ELEVATIONS WITH CIVIL AND TO COMMENCING CONSTRUCTION. NOTIFY BEFORE CONSTRUCTION OF ANY CONFLICTS.

KEY NOTES

1. ABOVE-GROUND SPRINKLER WATER TANK CLAD IN FACTORY-FINISHED METAL TO MATCH ARCHITECT'S SAMPLE. FOUNDATION AND PAD BY TANK MANUFACTURER (DELEGATED DESIGN).
2. RAISED PLANTER BED
3. DUMPSTER
4. CANOPY OVERHEAD
5. MONUMENTAL SIGN
6. FLAGPOLE
7. BUILDING EXPANSION JOINT. REFER TO STRUCTURAL DRAWINGS

Pictograms legend

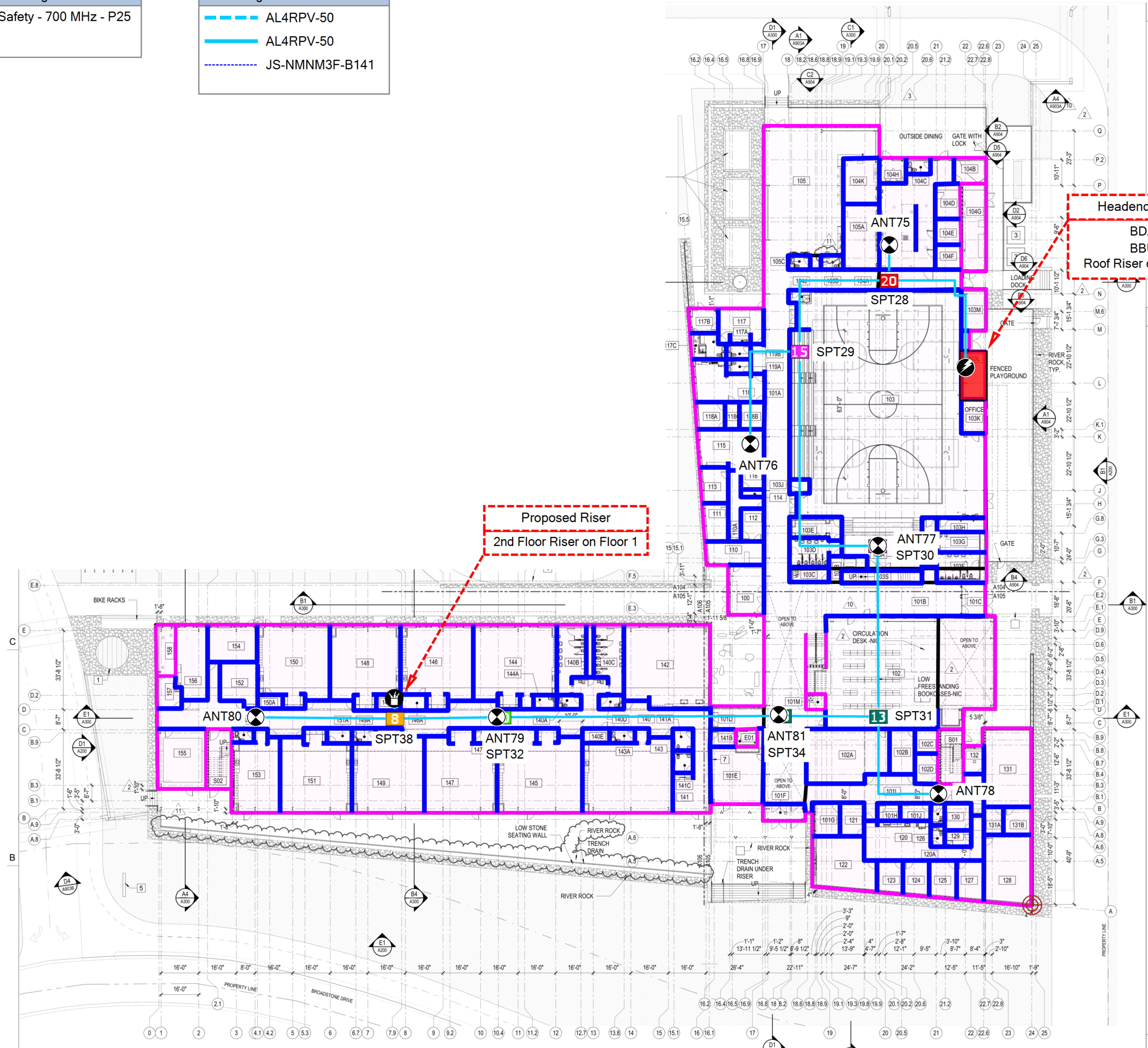
- Antenna
- Power Supply
- Repeater
- Riser
- 15 Splitter
- 10 Splitter
- 13 Splitter
- 20 Splitter
- 8 Splitter

Cables legend

- AL4RPV-50
- AL4RPV-50
- JS-NMNM3F-B141

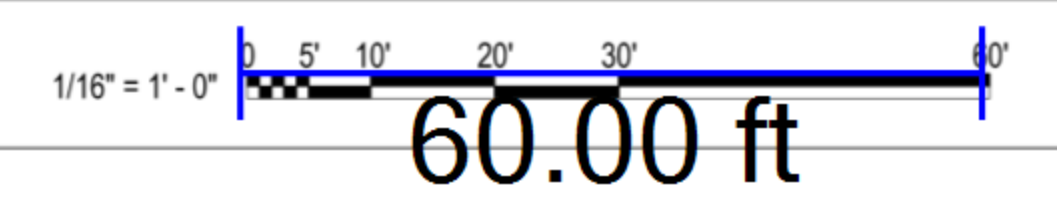
Calculations legend

Public Safety - 700 MHz - P25



A101

GRAPHIC SCALE(S)



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LEVEL 1 FLOOR PLAN
1/16" = 1'-0"
REF A1 / A200

Revision history		
Rev	Date	Author
1	2/23/2024	Kelun Wang
Initial Design		
1.1	9/13/2024	Kelun Wang
Pre-con Site Walk Revisions		

Project name
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Address
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Valle Crucis North Carolina
US

Designer name
Kelun Wang

Floor 2

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Indoor prediction legend

GENERAL NOTES

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2. REFER TO SHEET A800 FOR THE PARTITION SCHEDULES. ALL INTERIOR PARTITIONS ARE TO BE TYPE S4N UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS TO BE FIELD VERIFIED PRIOR TO INSTALLATION OF EQUIPMENT / SHELVING / CASEWORK.
4. ANY CONFLICTING INFORMATION BETWEEN THE ARCHITECTURAL DRAWINGS AND THE CIVIL, LANDSCAPE, STRUCTURAL, FIRE PROTECTION, PLUMBING, HVAC, AUDIO VISUAL OR ELECTRICAL DRAWINGS SHALL BE NOTED IN WRITING TO THE ARCHITECT FOR REVIEW AND MUST BE CLARIFIED PRIOR TO COMMENCING THE CONSTRUCTION IN QUESTION.
5. PROVIDE FIRE RETARDANT TREATED WOOD BLOCKING IN METAL STUD PARTITIONS FOR MOUNTING FIXTURES, MILLWORK, SHELVING, HARDWARE, DOOR STOPS AND OTHER EQUIPMENT.
6. VERIFY AND COORDINATE PENETRATIONS THROUGH FLOOR SLABS, ROOF DECK AND PARTITIONS WITH PM&E AND FP DRAWINGS.
7. VERIFY AND COORDINATE FINISH FLOOR ELEVATIONS WITH CIVIL AND STRUCTURAL PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ARCHITECT IN WRITING BEFORE CONSTRUCTION OF ANY CONFLICTS.

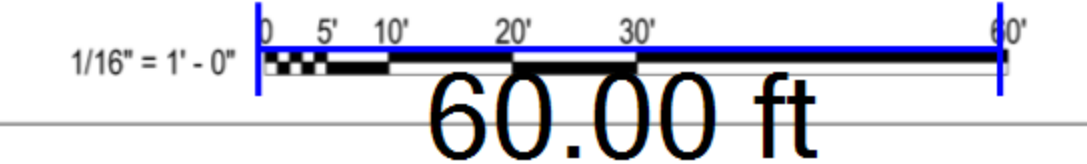
Pictograms legend

- Antenna
- Riser
- Splitter
- 6 Splitter
- Surge Arrestor

KEY NOTES

1. ABOVE-GROUND SPRINKLER WATER TANK CLAD IN FACTORY-FINISHED METAL TO MATCH ARCHITECT'S SAMPLE. FOUNDATION AND PAD BY TANK MANUFACTURER (DELEGATED DESIGN).
2. RESIN-BOUND BALLASTED ROOF SYSTEM
3. BUILDING EXPANSION JOINT: REFER TO STRUCTURAL DRAWINGS
4. ROOF SYSTEM WITH LOW PLANTINGS AND CONCRETE PAVERS ON ADJUSTABLE PEDESTALS
5. FULLY ADHERED TPO MEMBRANE ROOF SYSTEM

GRAPHIC SCALE(S)

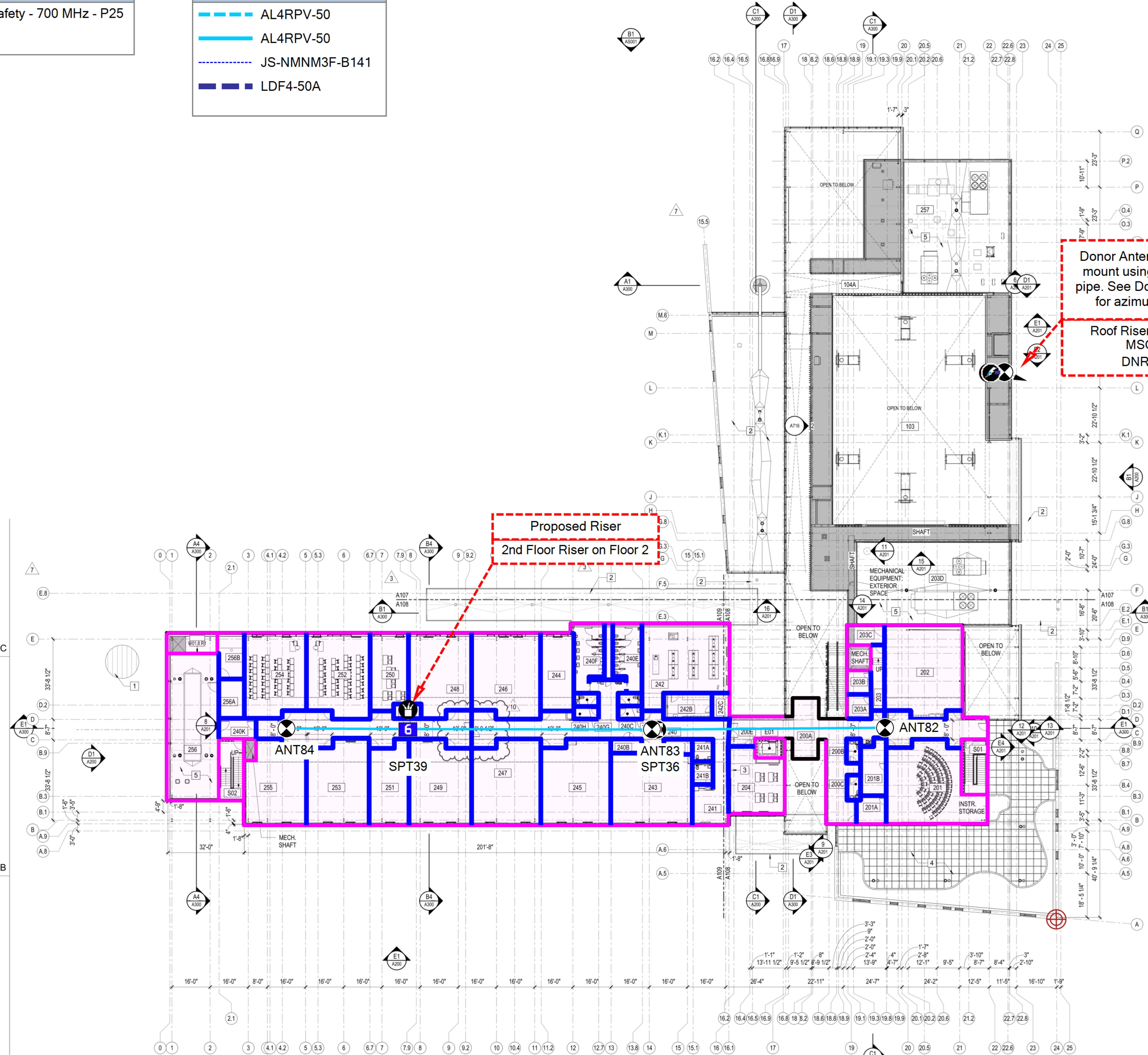


Cables legend

- AL4RPV-50
- AL4RPV-50
- JS-NMNM3F-B141
- LDF4-50A

Calculations legend

Public Safety - 700 MHz - P25



Donor Antenna Non pen mount using existing 2" pipe. See Donor Site Map for azimuth details.

Roof Riser on Floor 2 MSC113 DNR-ANT

Proposed Riser
2nd Floor Riser on Floor 2

LEVEL 2 FLOOR PLAN
1/16" = 1'-0" REF A1 / A200

5/10/2023 2:14:24 PM
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Donor Site Map

Site Frequencies

851.075	851.725	852.2875	852.9625c	853.7625c	854.3375
857.5125					

Ruler [Close]

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 4.43 Miles

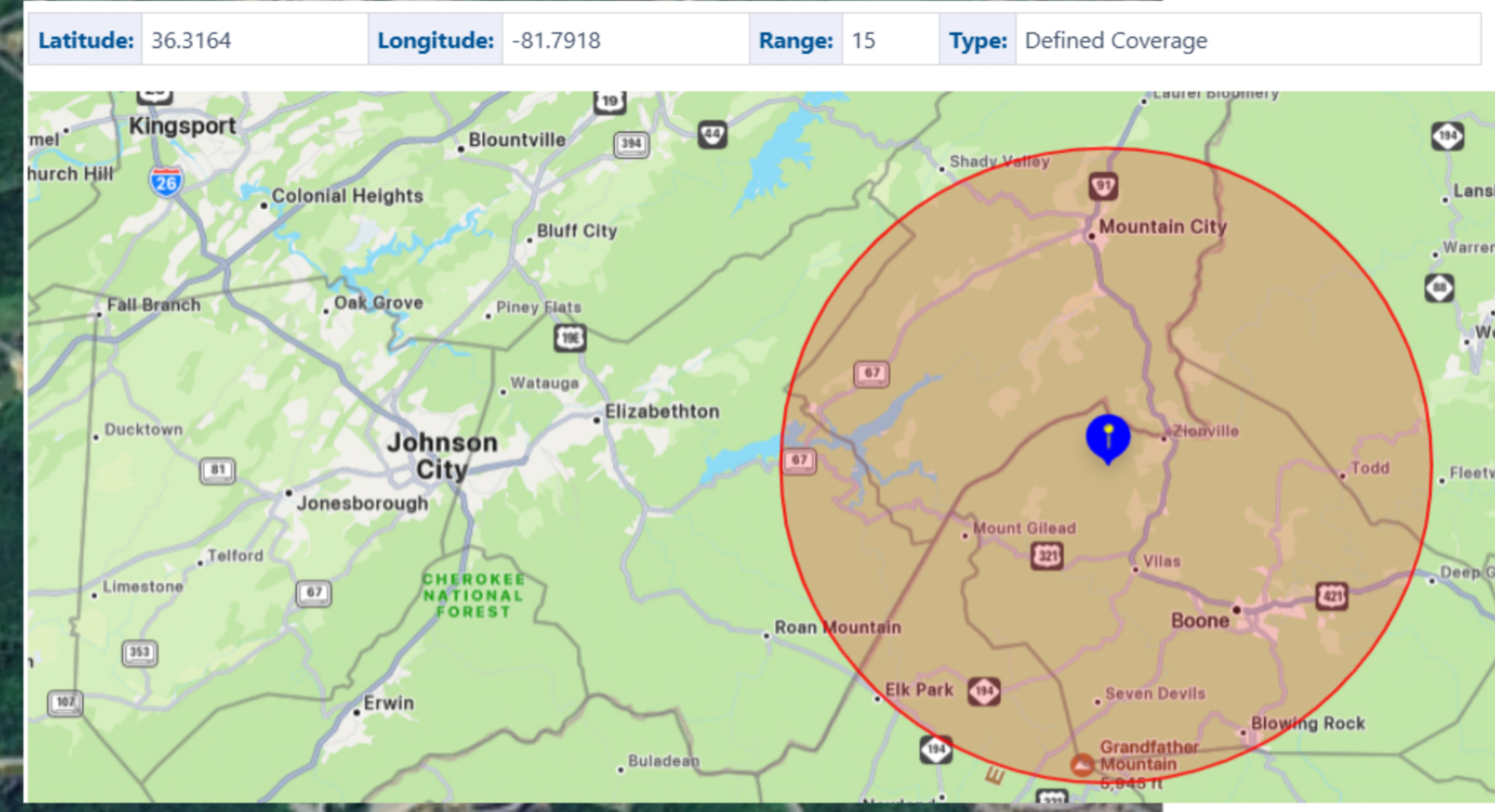
Ground Length: 4.45

Heading: 66.12 degrees

Mouse Navigation [Save] [Clear]

HP-1222 Tower ID: 1264100
 WQPV551
 1210 Fire Tower Rd
 Boone, NC
 LAT: 36.23542
 LONG: -81.7065

Valle Crucis Elementary School
 Broadstone Rd
 Valle Crucis, NC 27344
 LAT: 36.209033°
 LONG: -81.772758°



Mobile Communications America
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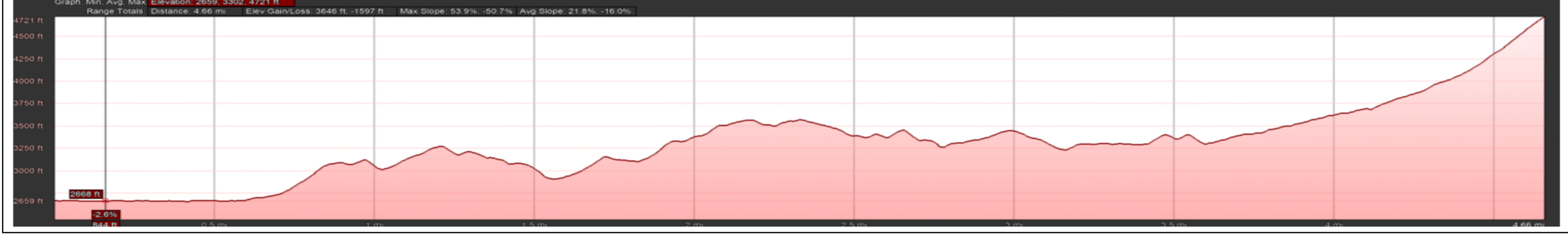
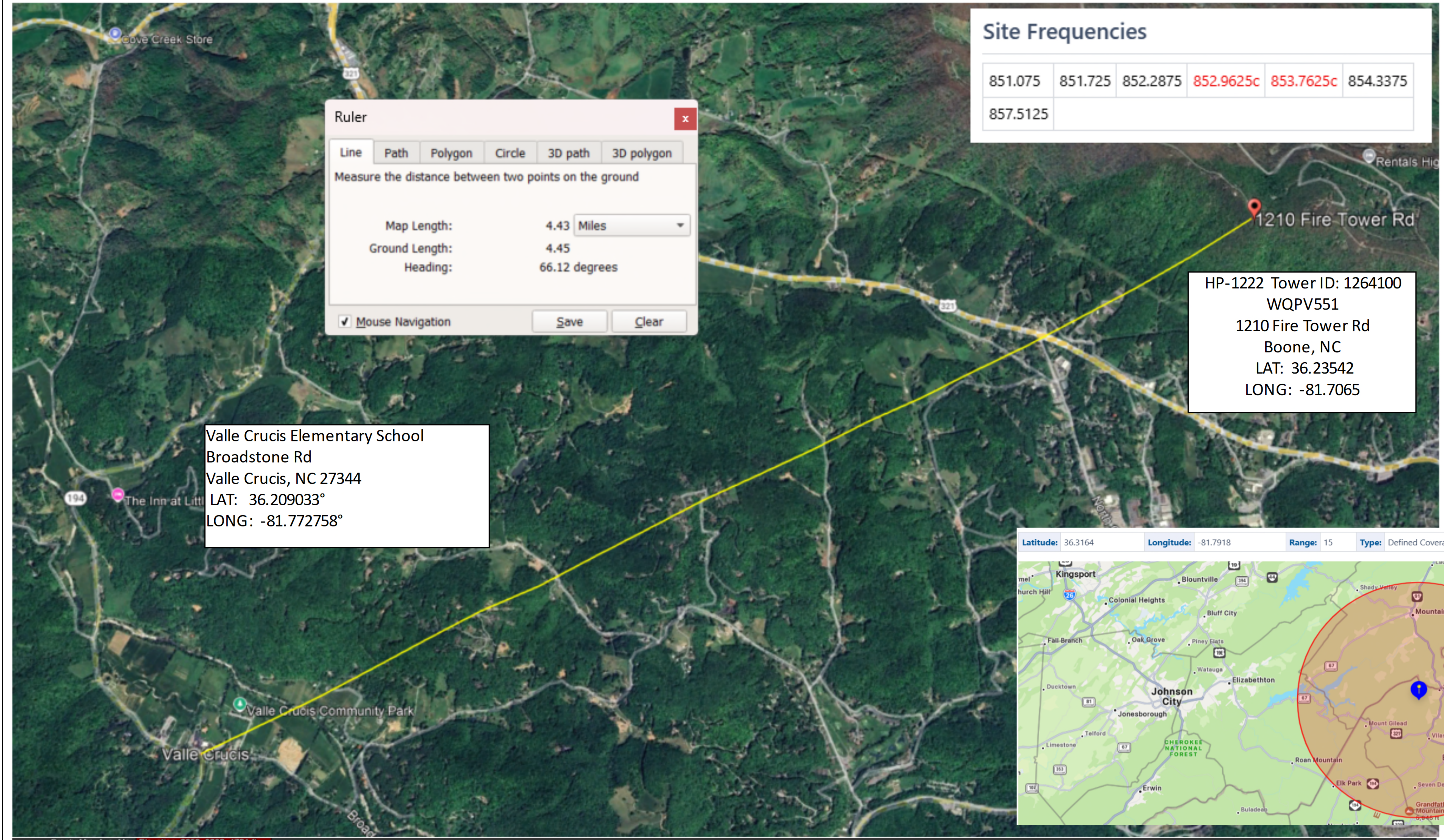
Address
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 Valle Crucis North Carolina
 US

Designer name
 Kelun Wang

Donor Site Map

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2/5/2025



SECTION 5

MCA REFERENCES

Customer Name	Address	Contact Name	Telephone Number
University of Tennessee	8 Humanities Building, #1115, Volunteer Boulevard Knoxville, TN 37996	Steve Keys, IT Executive Director	865-974-6500
Wake County Public Schools	5625 Dillard Drive Cary, NC 27518	Vass Johnson, Manager, IT	919-694-0102

Review of the 2 projects/programs (References) above:

University of Tennessee: Since 2012, the MCA has provided turnkey Public Safety and Cellular Distributed Antenna Systems for the University of Tennessee. This included the Engineering (benchmark, design, commissioning, testing), Project Management (scheduling, risk management, permits, and communications), Full Installation, and currently provides Monitoring and ongoing Maintenance services. These Cellular and Public systems include the UT Neyland Football Stadium DAS, Thompson-Boling Basketball (multi-purpose) Arena, 15 additional on-campus buildings, and an outdoor 5G DAS for Verizon.

Wake County Public Schools: Over the last 8 years, the MCA has Designed, Installed, and now monitors and maintains 42+ Wake County Public School BDA DAS'... and is continuing to add to this list of schools for WCPSS.

SECTION 6

PRICING

Please see MCA's pricing on the following pages.



In-Building
Wireless
Communications



315 Kitty Hawk Drive, Morrisville NC 27560

Site Name: Valle Crucis Elementary School	Date: 2/5/2025
Site Address: Broadstone Rd	Version: 1
Site City: Valle Crucis	CRM: 32677838349
Site State: North Carolina	IWS Sales Rep: Tom Ulrich
Site Zip: 0	IWS Sales Phone: 704-931-8665
7 Year Lease Option	IWS Sales Email: tomulrich@callmc.com
Purchasing Company: 0	Purch. Contact Email: 0
Purchasing Contact: 0	Purch. Contact Phone: 0

Description of Work

MCA is pleased to present a budgetary turnkey quote for an Emergency Responder Radio Communication Systems (ERRCS) to enhance North Carolina VIPER Boone Simulcast for Valle Crucis Elementary School in Valle Crucis, NC. This covers 1st and 2nd level - approx. 79,326 sq. ft total. This design has level 0 survivability and adheres to 2022 NFPA 1225 - this is subject

General Terms

Type of Quote: Firm Fixed
Quote Validity: Quotation valid for 90 days from Quotation Date if Firm Fixed; Budgetary Quotes need to be finalized before PO.
Tax Terms: If sales tax is not included in the Tax field, applicable state and local sales tax will be added at time of invoicing. If sales tax is included in the Tax field, it is subject to change according to current sales tax laws at the time of invoicing. Tax exempt or reseller certificates will need to be provided for tax exempt status.
Shipping Terms: Prepay and Add - Standard FedEx Service
Freight On Board: Morrisville, NC
Labor Warranty: 12 months from date of completion
Equipment Warranty: OEM Passthrough
Cancellation: Cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due will be invoiced at full cost.
Payment Terms: See attached Terms & Conditions Document
Lease Option: OpEx Pricing is Estimated. Final price will be presented upon completion of Financial Application.

Financial Proposal	Item	Description	Price
	1	Equipment Subtotal	\$ 20,351.91
	2	MCA Installation	\$ 14,515.11
	3	Lift/Hepa/Storage	\$ 1,070.71
	4	Professional Services Subtotal	\$ 6,994.12
	5	Permit, Freight & Bond Subtotal	\$ 1,836.52
	6	M&M Subtotal	\$ -
	7	BM Subtotal	\$ -
	8	Total Before Tax	\$ 47,778.37
	9	Tax	
	10	Total After Tax	
7 Year Lease Option			
	Before Tax	CapEx \$ -	OpEx (Monthly) \$ 768.23

Assumptions & Limitations**General**

Quote is based on total of 79326 Sq. Ft.

The quotation is based on the scope of work and drawings provided by the Customer.

The customer will coordinate implementation approval from the Facility Owner.

As-builts and submittal package including benchmark results will be provided to owner at completion of project.

System frequencies & technologies are limited to those specified by the equipment manufacturer.

Public Safety

For VHF, UHF, 700 MHz, 800 MHz quotes, the customer is responsible for verifying the frequencies required, channels required, and system design with the AHJ.

Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel, the cost of which is excluded from this quote.

All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability and conduit, please request a re-quote.

Fire Alarm interface installation and programming provided by others and is not included in this quote.

The Fire Alarm Panel Interface Relay contacts are to be Normally Open.

The Fire Alarm Panel Interface Relays must support 6 alarm inputs.

Venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU.

Venue shall have Fire Alarm Contractor Program Relay Definitions into Control Panel.

BDA equipment has alarm contacts that comply with IFC section 510- Any additional contacts will result in a change order

Design assumes -95dBm RSSI over 95% of the coverage area.

Design assumes -95 dBm RSSI with 99% reliability for critical areas as defined by local NFPA/IFC requirements.

Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements.

Remote Monitoring of Alarms by MCA is not included in quote.

As-builts and submittal package including benchmark results will be provided to owner at completion of project

Rooftop Donor signal control channel is at least -75 dBm at the donor antenna.

This proposal assumes the donor signal is consistent and does not fluctuate more than 6 dB (+/- 3 dB), as measured outside of the building.

MCA cannot be held responsible for failing amplifiers at the tower providing inconsistent donor signals. The proposal assumes steady/consistent output power from the donor tower.

Sidewall Mounting of the Donor Antenna is allowed by the building owner and will not require stealthing.

Roof Penetration and weather sealing is to be provided by the venue and is not included in this quote.

Customer will provide a suitable Fire-Rated room if required by code.

Implementation

Union labor is not included in this quote.

Asbestos abatement is not included in this quote. Customer must disclose the presence of any known asbestos.

The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on roof.

Elevator Service is assumed to be available for movement of materials and personnel.

Roof penetrations for donor lines are either existing and accessible or will be provided by the venue.

Antennas on Roof or Side of building do not require Stealthing.

All proposed cable paths are accessible via drop ceiling tiles, crawl space, or access panels. J-hooks or existing cable tray will be used to support coaxial cable above ceiling.

Conduit, cable tray, and raceway are not included with this quote.

Riser Space between floors is available. Coring between floors is excluded from this quote.

Adequate space for the equipment exists and is authorized for use within existing Telecom closets.

Ladders in excess of 10' are not required.

Adequate Electrical Service and Grounding is available within 6' of the active equipment locations.

If multiple buildings are to be served, this quote assumes that Customer has existing conduit pathways between buildings and that they have space and are servicable.

Any damage after installation caused by other trades will result in a change order.

Installation services will be conducted during normal business hours (8 am to 5 pm, Monday through Friday).

Patching and painting not included in quote- assumes access panels will be available for access to ceiling.

Phasing is not included in quotation. Quote assumes work will be completed in one deployment. Any additional phasing requirements/trips will result in a change order.

Scope of Work

MCA is pleased to present a budgetary turnkey quote for an Emergency Responder Radio Communication Systems (ERRCS) to enhance North Carolina VIPER Boone Simulcast for Valle Crucis Elementary School in Valle Crucis, NC. This covers 1st and 2nd level - approx. 79,326 sq. ft total. This design has level 0 survivability and adheres to 2022 NFPA 1225 - this is subject to AHJ approval.

Below is a list of notable inclusions and exclusions for your careful consideration. The complete list of assumptions and limitations is listed in the quote document. We aim to ensure clarity and completeness in our offering and are eager to address any questions you have.

Included in MCA's scope of work:

- All required engineering designs, submittals, and shop drawings in PDF format.
- Furnish and Installation of all material, cabling, and equipment for a complete and operable system as required.
- Configuration, programming, system testing, and commissioning.
- Coordinate with testing and acceptance as required by the AHJ.

- Closeout documents, as-built drawings, operations, and maintenance manuals in PDF format.
- 1-year warranty.
- Sales Tax- Included for sales to VA contractors only. For all others, sales tax is included or excluded as indicated in the quote document.)

Excluded from MCA's scope of work:

- **Third-Party Testing:** AHJ acceptance testing when required to be performed by a third party.
- **Electrical:** MCA will need a 120 VAC, 20 Amp outlet near the Bi-Directional Amplifier (BDA) from an emergency power dedicated breaker and grounding bars for the BDA and lightning suppressor.
- **Conduit:** While the installation of radio communications cable does not necessitate conduit according to NFPA70/NEC820-24, should it be required, please note it will incur additional costs.
- **Alarms to FACP:** Any work associated with alarms to the fire alarm control panel. Our system will have dry contacts for connection to the FACP. Monitor modules and wiring to the FACP to be performed by others.
- **Penetrations:** Roof, wall, and floor penetrations or core drilling. MCA will need a 2" roof penetration with a sleeve and weather head, as well as vertical sleeves through each level requiring amplification. MCA can use sleeves designated for communications cabling.
- **Patching and Painting:** Drywall or hard ceiling cut, patch, and paint.
- **Misc:** Costs associated with tasks listed by DC-OUC as "owner responsibilities," including providing a VPN connection at the BDA, third-party testing agency fees, etc. If needed, MCA is glad to assist with coordinating these requirements.
- **Design Assumptions:** MCA will install the BDA and BBU in the most accessible IDF/MDF/Electrical or FACP room and the RF components in areas that allow optimal RF signal propagation for maximum system efficiency and signal coverage.
- **Insurance and Purchase Terms:** MCA's price is based on our standard insurance coverage, does not include bonding costs, and assumes execution of a purchase order or subcontract agreement with mutually agreeable terms.

IN WITNESS WHEREOF, the Parties hereto execute and accept this proposal and agree to be bound by all parts, including the terms and conditions, which together form the complete agreement (hereinafter the "Agreement") between the Parties. The terms and conditions are incorporated by reference as fully set forth herein and available at [Terms and Conditions](#) (the "Terms"). This Agreement is in effect on the date the proposal is signed. Customer agrees that it has read the Terms prior to Customer's acceptance of this proposal. MCA hereby reserves the right to amend the Terms from time to time and without notice to Customer. This Agreement shall not be binding to MCA unless approved in writing by an officer of MCA. In the event of non-approval, the sole liability of MCA shall be to refund to buyer the deposit amount that has been paid to MCA by Customer.

MCA Location	Delivery/Service Address	Billing Address
Mobile Communications America, Inc.		

Mobile Communications America, Inc.

Customer / Company Name

MCA Representative / Printed Name

Customer Representative / Printed Name

Title

Title

Approved MCA Authorized Officer

Signature Authorized Officer *

Date

Date

* If you plan to apply a digital signature (DocuSign, Adobe Sign, etc.) to this document, please forward it to John Thompson (johnthompson@callmc.com) for countersignature or contact MCA to have this proposal sent to you for e-signing.

MCA Customer Credit App:

<https://www.cognitofrms.com/MobileCommunicationsAmerica/MCACustomerCreditApplication>

AGENDA ITEM 11:

SOIL & WATER CONSERVATION PROPOSED SHARED PERSONNEL MUTUAL AID AGREEMENT

MANAGER'S COMMENTS:

Michelle Kasey, Soil and Water Conservation, will request the Board approve a Shared Personnel Mutual Aid Agreement with the Soil and Water Conservation District. The agreement allows Watauga County Soil & Water Conservation District to share employees as needed with other Counties.

Board action is required to adopt the Mutual Aid Agreement.

February 11, 2025

To: Watauga County Board of Commissioners

From: Watauga County Soil & Water

RE: North Carolina Soil & Water Conservation Shared Personnel Mutual Aid Agreement

The Watauga County Soil & Water Conservation District Board voted on January 22, 2025, to sign and have signed a Shared Personnel Mutual Aid Agreement. This agreement has been signed by Soil & Water Board Chair, Denny Norris. Other Signatures required on this document are the Watauga County Board of Commissioners Chair, the Director of NC Soil & Water Conservation and the President of the NC Associated of Soil & Water Conservation Districts.

This agreement makes it possible for Watauga County Soil & Water Conservation District to share employees as needed with other Counties and to strengthen the Soil & Water Conservation network.

This agreement came about after asking other Counties to help Watauga County with the Stream Assessment survey needed to give to the Corp of Engineers after Hurricane Helene.

NORTH CAROLINA SOIL AND WATER CONSERVATION SHARED PERSONNEL MUTUAL AID AGREEMENT

This agreement is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement, hereinafter collectively referred to as the “parties.”

SECTION 1: BACKGROUND STATEMENT AND PURPOSE

Whereas previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts;

Whereas the parties to this Agreement recognize the importance of mutual aid and assistance in providing delivery of employee technical training;

Whereas, the parties to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

Therefore, the parties agree to enter into this Agreement for mutual aid and assistance for disaster recovery efforts, delivery of employee technical training, and other mutually agreed-upon assistance with this Agreement embodying the understandings, commitments, terms and conditions for the specified mutual aid.

SECTION 2: CONDITIONS OF AGREEMENT

It is mutually understood that each party’s foremost responsibility is to its own citizens. The conditions of this Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid pursuant to a request by another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own District or County, by deeming itself unavailable to respond and so informing the party setting forth the request. This Agreement only binds each District or County to the extent that resources are available, and the allowance of shared resources is on a case by case request. Employees assisting with this process will remain employees of their original District or County and continue to function under their current employment conditions and coverages.

SECTION 3: AUTHORITIES, STATUTES, LAWS

The Division is authorized to enter into this Agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The Districts’ authority to enter into this Agreement is defined in Soil Conservation Districts Law, North Carolina General Statutes §139-1 - §139-47.

Counties are authorized to enter into this Agreement by North Carolina General Statutes §153A-11 and §160A-461 - §160A-464

The Association is authorized to enter into this Agreement by Articles of Incorporation dated January 1992 and by-laws adopted January 2005 as amended.

SECTION 4: ROLES AND RESPONSIBILITIES

CONSERVATION PROGRAM IMPLEMENTATION: The parties recognize the natural resources conservation program delivered through Districts is a unique blend of local, state, federal, private and non-profit programs and initiatives. Together these programs address a variety of natural resources, environmental, and educational issues. The parties agree to allow their personnel to assist cooperating Districts and/or Counties, when possible, to build a conservation support network.

DEVELOPMENT OF CLEARINGHOUSE OF RESOURCES: The Association agrees to develop and maintain a Clearinghouse of resources consisting of list of all participating Districts and Counties who have entered into this Agreement. The Clearinghouse shall also include an inventory of personnel, their acknowledged skills and the primary contact for each participating District.

COORDINATION OF RESOURCES: The Association will provide from the Clearinghouse a list of resources to requesting Districts to assist cooperating Districts and Counties as needed.

LIABILITIES ACCEPTANCE AND FINANCIAL RESPONSIBILITIES: Counties and Districts that are parties to this Agreement acknowledge that their respective employees will continue to be their employees when assisting other Districts and Counties pursuant to this Agreement.

Any reimbursement and documentation for time and travel shall be negotiated between the respective parties and declared prior to any assistance being rendered.

SECTION 5: PERSONNEL MANAGEMENT

Personnel functioning as a shared employee with a partnering District or County should coordinate with their employer to assure that they are functioning within the limitations set by policies established by the employer. Any requirements from the recipient District or County should be disclosed and agreed upon prior to the arrival of shared personnel. Policies of the providing and receiving employers shall be understood and shared prior to assistance being rendered.

SECTION 6: DESIGNATION OF PRIMARY POINT OF CONTACT

Districts and Counties entering into this Agreement shall designate a primary point of contact established for receiving requests pursuant to this Agreement and shall notify the Association of this designation. This point of contact shall have knowledge of the District's resources and availability for providing assistance, including type of equipment available for use, amount of time allowable, and capabilities of available personnel. Participating Districts and Counties shall notify the Association when this point of contact changes.

SECTION 7: PROCEDURE FOR REQUESTING ASSISTANCE

Districts and Counties requesting assistance pursuant to this Agreement shall consult the Clearinghouse of participating Districts and Counties to identify which ones possess the personnel and other resources needed. The requesting District or County shall contact those Districts and Counties with capabilities

and resources matching the requestor's needs. Additional support may be requested from and offered by the Association and the Division.

The parties may enter into a separate Task Agreement to specify the scope of cooperation for a particular request.

SECTION 8: SCOPE OF AGREEMENT

This Agreement covers the basic operation, implementation and understanding between all parties. Authority to carry out specific duties is granted only by the governing District and/or County and policies of that governance for which the employee is managed.

SECTION 9: MUTUAL AGREEMENT TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable laws, each party agrees to protect, defend, indemnify, and hold the other parties, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of action of every kind in connection with or arising out of aid rendered. To the extent that immunity does not apply, each party shall bear the risks of its own actions, as it does in its own day-to-day activities.

SECTION 10: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION 11: REVIEW/MODIFICATION/TERMINATION

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving immediate notice to all parties associated with this Agreement.

This Agreement is officially entered into by:

Watauga County Soil and Water Conservation District

By: Denny Norris
Chair

Date: 1-31-25

County of _____

By: _____, _____
Title

Date: _____

North Carolina Division of Soil and Water Conservation

By: _____
Director

Date: _____

North Carolina Association of Soil and Water Conservation Districts

By: _____
President

Date: _____

AGENDA ITEM 12:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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


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

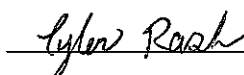
Monthly Collections Report**Watauga County**

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

Monthly Report January 2025

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County				
Taxes 2024	6,024,587.24	41,847,133.70	94.26%	94.46%
Prior Year Taxes	51,919.30	341,508.01		
Solid Waste User Fees	427,439.56	3,196,461.90	92.62%	93.07%
Total County Funds	\$6,503,946.10	\$45,385,103.61		
Fire Districts				
Foscoe Fire	91,486.06	666,686.53	95.24%	93.83%
Boone Fire	200,128.42	1,280,518.42	94.39%	94.45%
Fall Creek Service Dist.	1,150.83	12,779.57	89.91%	93.55%
Beaver Dam Fire	18,039.42	130,428.39	90.69%	91.68%
Stewart Simmons Fire	53,864.18	415,872.97	92.60%	91.72%
Zionville Fire	22,642.52	146,823.91	91.06%	90.95%
Cove Creek Fire	57,998.06	336,006.88	92.85%	93.36%
Shawneehaw Fire	22,476.27	155,863.56	93.26%	92.39%
Meat Camp Fire	35,384.32	300,189.65	91.15%	92.12%
Deep Gap Fire	32,069.06	263,713.48	92.11%	93.59%
Todd Fire	10,534.08	74,287.22	94.61%	92.08%
Blowing Rock Fire	92,960.37	684,622.10	94.41%	94.35%
M.C. Creston Fire	1,267.98	6,430.89	83.17%	88.56%
Foscoe Service District	12,576.65	102,990.53	92.87%	94.97%
Beech Mtn. Service Dist.	1,082.80	2,605.76	93.67%	98.54%
Cove Creek Service Dist.	17.20	65.65	19.50%	100.00%
Shawneehaw Service Dist	1,104.75	7,562.79	88.25%	88.84%
Total Fire Districts	654,782.97	4,587,448.30		
Towns				
Boone	1,139,595.76	8,948,761.39	96.19%	96.78%
Municipal Services	19,159.68	274,906.42	95.75%	97.42%
Total Town Taxes	\$1,158,755.44	\$9,223,667.81		
Total Amount Collected	\$8,317,484.51	\$59,196,219.72		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 12:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

RELEASES - 01/01/2025 TO 01/31/2025

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	VALUE REF NO	CHARGE	AMOUNT
1006352 AUTON, HOWARD THOMAS 698 US HWY 70 CONNELLY'S SPRINGS, NC 28612	PP 2024 6352999 TAX RELEASES	1625		F12	251625	0 F12 F12L G01 G01L SWF	1.35 .14 8.59 .86 102.87 113.81
1006352 AUTON, HOWARD THOMAS 698 US HWY 70 CONNELLY'S SPRINGS, NC 28612	PP 2024 6352999 TAX RELEASES	1625	01/28/2025	F12	12088	0 SWF G01 F12 G01L F12L	102.87 8.59 1.35 .86 .14 113.81
1814340 BORGARDS, PETER BORGARDS, JOHANNA CORTES 14109 CARDINAL LN HOUSTON, TX 77079	RE 2024 2848-98-2523-000 REFUND RELEASE INCORRECT SQUARE FOOTAGE.	32514	01/06/2025	F05	12085	33,300 F05 G01	28.30 105.89 ----- 134.19
1814340 BORGARDS, PETER BORGARDS, JOHANNA CORTES 14109 CARDINAL LN HOUSTON, TX 77079	RE 2024 2848-98-2523-000 REFUND RELEASE INCORRECT SQUARE FOOTAGE.	32514		F05	2032514	33,300 F05 G01	28.30 105.89 ----- 134.19
1794036 BRADEN, BRIAN D. BRADEN, MYSTICA N. 13915 CINNABAR PL HUNTERSVILLE, NC 28078	RE 2024 2859-40-3986-000 TAX RELEASES From CAMA Integration	33390		F05	2033390	0 F05 G01 SWF	280.59 1,049.72 .00 ----- 1,330.31
1794036 BRADEN, BRIAN D. BRADEN, MYSTICA N. 13915 CINNABAR PL HUNTERSVILLE, NC 28078	RE 2024 2859-40-3986-000 TAX RELEASES From CAMA Integration	33390	01/31/2025	F05	12090	330,100 F05 G01	280.59 1,049.72 ----- 1,330.31
1861615 CLAY, RYAN CLAY, DANIELLE PO BOX 1845 FORT MILL, SC 29715	RE 2024 1878-48-6798-000 REFUND RELEASE INTEREST INCORRECTLY CHARGED.	1355		C04	201355	0 C04 G01 SWF	.00 .00 .00 ----- .00

RELEASES - 01/01/2025 TO 01/31/2025

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1855935 DEPARTMENT OF TRANSPORTATION 1546 MAIL SERVICE CENTER RALEIGH, NC 27611	RE 2024	42974	01/03/2025			0 F02	33.48
	2920-12-7536-000			F02		G01	177.44
	TAX RELEASES				12084		-----
	STATE TOOK OVER PROPERTY IN 2023						210.92
1745583 EARTHLINK BUSINESS LLC F/K/A EA LIN CAR C/O DUFF AND PHELPS PO BOX 2629 ADDISON, TX 75001	PP 2024	3751	01/09/2025			0 C02	63.49
	1137			C02		G01	51.77
	TAX RELEASES				12091		-----
	NO PERSONAL PROPERTY IN COUNTY FOR 2024.						115.26
1745583 EARTHLINK BUSINESS LLC F/K/A EA LIN CAR C/O DUFF AND PHELPS PO BOX 2629 ADDISON, TX 75001	PP 2024	3752	01/09/2025			0 C02	30.81
	1377			C02		G01	25.12
	TAX RELEASES				12092		-----
	NO PERSONAL PROPERTY IN COUNTY FOR 2024.						55.93
1593364 JOHN GREENE GRADING & TRUCKING JOHN S GREENE 1315 RAINBOW TRAIL BOONE, NC 28607	PP 2024	2928	01/31/2025			0 G01	36.28
	593364999			F09		F09	5.71
	TAX RELEASES				12089	G01L	3.63
	business closed two years ago					F09L	.57

1593364 JOHN GREENE GRADING & TRUCKING JOHN S GREENE 1315 RAINBOW TRAIL BOONE, NC 28607	PP 2024	2928				0 F09	5.71
593364999			F09		F09L	.57	
TAX RELEASES				252928	G01	36.28	
business closed two years ago					G01L	3.63	

1843125 MCNENNY, DEIRDRE F 6619 HARBOR OAKS DR DENVER, NC 28037	RE 2024	73				0 C04	68.62
1868-64-8813-000				C04		G01	46.43
TAX RELEASES					2073	F02	.60
PARCEL COMBINATION.						G01	4.70

							120.35
1843125 MCNENNY, DEIRDRE F 6619 HARBOR OAKS DR DENVER, NC 28037	RE 2024	73	01/09/2025			0 G01	46.43
	1868-64-8813-000			C04			
	TAX RELEASES				12086		
	PARCEL COMBINATION.						
1843125 MCNENNY, DEIRDRE F 6619 HARBOR OAKS DR DENVER, NC 28037	RE 2024	75	01/06/2025			14,900 G01	47.38
	1868-64-9815-000			C04			
	TAX RELEASES				12087		
	PARCEL COMBINATION.						

RELEASES - 01/01/2025 TO 01/31/2025

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1843125 MCNENNY, DEIRDRE F 6619 HARBOR OAKS DR DENVER, NC 28037	RE 2024	75			0 C04	70.03
	1868-64-9815-000		C04		G01	47.38
	TAX RELEASES			2075	C04	61.15
	PARCEL COMBINATION.				G01	37.53
						<u>216.09</u>
1843125 MCNENNY, DEIRDRE F 6619 HARBOR OAKS DR DENVER, NC 28037	RE 2024	76	01/02/2025		8,100 G01	25.76
	1868-64-9922-000		C04			
	TAX ADJUSTMENTS INCORRECT ACREAGE BILLED.			12083		
1800069 MY DADDY'S FARM, LLC C/O DANIEL KIDD 325 HORNEY RD NEWLAND, NC 28657	RE 2024	413			0 F08	.00
	1869-42-7559-000		F08		G01	.00
	TAX ADJUSTMENTS From CAMA Integration			20413		----- .00
DETAIL SUMMARY		COUNT: 18	RELEASES - TOTAL		419,700	4,087.12

RELEASES - 01/01/2025 TO 01/31/2025

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2024	RE	C04	SEVEN DEVILS RE	199.80
2024	RE	F02	BOONE FIRE RE	34.08
2024	RE	F05	STEWART SIMMONS FIRE RE	617.78
2024	RE	F08	SHAWNEEHAW FIRE RE	.00
2024	RE	G01	WATAUGA COUNTY RE	2,744.27
2024	RE	SWF	SANITATION USER FEE	.00
2024	PP	C02	BOONE PP	94.30
2024	PP	F09	MEAT CAMP FIRE PP	11.42
2024	PP	F09L	MEAT CAMP FIRE LATE LIST	1.14
2024	PP	F12	BLOWING ROCK FIRE PP	2.70
2024	PP	F12L	BLOWING ROCK FIRE LATE LIST	.28
2024	PP	G01	WATAUGA COUNTY PP	166.63
2024	PP	G01L	WATAUGA COUNTY LATE LIST	8.98
2024	PP	SWF	SANITATION USER FEE	205.74
2024 TOTAL			4,087.12	
SUMMARY TOTAL			4,087.12	

RELEASES - 01/01/2025 TO 01/31/2025

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2024	C02	BOONE PP	94.30
C02	2024	G01	WATAUGA COUNTY PP	76.89
		C02	TOTAL	171.19
C04	2024	C04	SEVEN DEVILS RE	199.80
C04	2024	F02	BOONE FIRE RE	.60
C04	2024	G01	WATAUGA COUNTY RE	255.61
C04	2024	SWF	SANITATION USER FEE	.00
		C04	TOTAL	456.01
F02	2024	F02	BOONE FIRE RE	33.48
F02	2024	G01	WATAUGA COUNTY RE	177.44
		F02	TOTAL	210.92
F05	2024	F05	STEWART SIMMONS FIRE RE	617.78
F05	2024	G01	WATAUGA COUNTY RE	2,311.22
F05	2024	SWF	SANITATION USER FEE	.00
		F05	TOTAL	2,929.00
F08	2024	F08	SHAWNEEHAW FIRE RE	.00
F08	2024	G01	WATAUGA COUNTY RE	.00
		F08	TOTAL	.00
F09	2024	F09	MEAT CAMP FIRE PP	11.42
F09	2024	F09L	MEAT CAMP FIRE LATE LIST	1.14
F09	2024	G01	WATAUGA COUNTY PP	72.56
F09	2024	G01L	WATAUGA COUNTY LATE LIST	7.26
		F09	TOTAL	92.38
F12	2024	F12	BLOWING ROCK FIRE PP	2.70
F12	2024	F12L	BLOWING ROCK FIRE LATE LIST	.28
F12	2024	G01	WATAUGA COUNTY PP	17.18
F12	2024	G01L	WATAUGA COUNTY LATE LIST	1.72
F12	2024	SWF	SANITATION USER FEE	205.74
		F12	TOTAL	227.62
		SUMMARY	TOTAL	4,087.12

AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Daymark Recovery System, Inc. Lease Renewal*****MANAGER'S COMMENTS:**

The lease with Daymark Recovery Services expired. Daymark Recovery Services would like to renew the lease with the same terms and conditions as the current lease. The space to be leased is at the County's Human Services Building and includes 13,775 square feet of space. Daymark agreed to lease the space at the rate of \$10 per square foot (\$137,750 per year) in monthly installments of \$11,479.17. The new lease term would be March 1, 2025 to February 29, 2028. Included in the lease under Section 10 is an additional fee in the amount of \$67,718 per year, to be paid in monthly installments of \$5,643, which is to cover utilities and janitorial services.

The current lease has been reviewed by the County Attorney. The advertisement period has been met in accordance with the general statutes and the lease is now ready for adoption.

Board action is required to adopt the lease as presented.

STATE OF NORTH CAROLINA**LEASE AGREEMENT****COUNTY OF WATAUGA**

THIS LEASE AGREEMENT, made and entered into this 1st day of March, 2025, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and Daymark Recovery Services, Inc., hereinafter referred to as Lessee;

WITNESSETH:

1. **PREMISES:** That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the property known as Suite B located at 132 Poplar Grove Road Connector; Boone, NC 28607.
2. **ACCEPTANCE OF PROPERTY:** Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the provision for improvements as set forth herein.
3. **TERM:** This lease shall be for a term of three years, commencing on March 1, 2025, and ending upon February 29, 2028. However, this lease shall automatically terminate in the event Daymark Recovery Services, Inc. is deemed to no longer be the authorized provider of mental health services pursuant to contractual arrangements with the Local Management Entity (LME) as defined by N.C. Gen. Stat. § 122C et seq.
4. **RENT:** The Lessee shall pay to the Lessor, rent for the premises equal to \$10.00 per square foot (or \$137,750 per year), payable on or before the 1st day of each month, in monthly installments of \$11,479.17 per month. All such payments shall be made to Watauga County, c/o Deron Geouque, County Manager/Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.
5. **LATE FEES:** In the event that rent is not paid by the 1st of the month when rent is due and owing, such rent payment shall be subject to a late fee in the amount of \$25.00. This late fee shall not affect the Lessors right to declare this contract breached in the event of failure to pay rent as provided within this document.

6. **INSURANCE**: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.

7. **REPAIRS**: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessor shall make, at Lessors' own cost and expense, any and all repairs necessary to the roof, main corridor of the building, and exterior walls of the building. Notwithstanding the foregoing, the Lessor shall not be responsible for nor be liable for any such repairs, which are necessitated by the negligent actions or negligent failures to act on the part of the Lessee or any of the Lessee's agents.

8. **USE OF THE PROPERTY**: The Lessee shall use the property only for purposes of providing mental health and recovery services as defined by N.C. Gen. Stat. § 122C et seq.

9. **IMPROVEMENTS OF THE PROPERTY**: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, and any fixtures installed as a part thereof, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease.

With the written consent of the Lessor which shall not be unreasonably withheld the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or

signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

10. **UTILITIES**: The Lessee shall pay all charges for gas, electricity, lights, heat, power and other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessor shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease. Additionally, Lessee shall reimburse the Lessor for the pro rata expenses relating to building operating expenses, including but not limited to janitorial services. Such amount shall be based upon the percentage of square footage of the overall building occupied by Daymark, which the parties agree constitutes thirty-nine percent (39%) of the total building area under this agreement. Such amount shall be paid to the County on a monthly basis at the same time and under the same conditions as payment of rent. The parties agree that this amount is currently \$5,643.00 per month, which may be adjusted based upon changes in expenses to the Lessor for overall building maintenance and janitorial services.

11. **ASSIGNING AND SUBLETTING**: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Any transfer of the property interest owned by the Lessor shall be subject to this lease, and shall not affect the validity or enforceability of this lease by either the Lessor or the Lessee.

12. **SURRENDER OF THE DEMISED PREMISES**: At the expiration of the lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term, reasonable wear and tear and damages by the elements excepted.

13. **DAMAGE OR DESTRUCTION BY FIRE**: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within sixty (60) days thereafter, either the Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. **CONDEMNATION**: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation. In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any

unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/ or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessees fixtures or equipment, if a separate award for such items is made.

15. **INDEMNITY**: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. **DAMAGES**: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than five (5) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

17. **QUIET ENJOYMENT**: Lessor covenants that if and so long as Lessee pays the basic rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always subject to the provisions of the lease.

18. **NOTICE**: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE: Daymark Recovery Services, Inc.
Attn: Alan Waller
2129 Statesville Blvd.
Salisbury, NC 28147

IF TO LESSOR: Watauga County
c/o Deron Geouque, County Manager
814 West King Street, Suite 205
Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received two (2) days after it is deposited in the United States Mail, postage prepaid.

19. **MISCELLANEOUS:** All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to be duly executed and sealed, the day and year first above written.

LESSOR:

LESSEE:

Braxton Eggers, Chairman
Watauga County Board of Commissioners

_____, Director
Daymark Recover Services, Inc.

ATTEST:

ATTEST:

Anita J. Fogle, Clerk to the Board

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

Deron Geouque, Finance Director
Watauga County

AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Boards and Commissions*****MANAGER'S COMMENTS:*****Tourism Development Authority (TDA)***

Ms. Kim Rogers, with Jenkins Realtors, term on the Watauga County TDA Board will expire at the end of February 2025. Ms. Rogers serves in one of three seats required to be filled by an owner or operator of a taxable lodging business with properties in Watauga County District U. The TDA request Ms. Rogers reappointment for a 3-year term. This is a first reading and, therefore, no action is required at this time.

Watauga County Board of Adjustment

The Board of Adjustment term of Ms. Sue Sweeting has expired. The revised NC General Statute 160D no longer makes any mention of appointments representing zoned areas of counties with partial-county zoning; therefore, it is not necessary to consider where appointees live. The term will be for three years. There are no recommendations from the Board of Adjustment at this time. Chairman Eggers shared at the last meeting that Mr. Shane Robbins was interested in serving. This would be a second reading for Mr. Robbins.

Appalachian Regional Library Board

The Watauga County Library Board voted unanimously to recommend Ms. Natalie Harkey be appointed to the Appalachian Regional Library Board for a first term, to fill an unexpired term. Ms. Sandra Basel resigned in September before her second term expired. Ms. Basel was on both the local and regional board. This is a first reading and, therefore, no action is required at this time.



MEMO

DATE: February 3, 2025

TO: Watauga County Board of Commissioners

FROM: Wright Tilley, Executive Director – Watauga County TDA

RE: Kim Rogers – TDA Board Re-appointment Application

Dear Watauga County Board of Commissioners,

Kim Rogers with Jenkins Realtors term on the Watauga County TDA Board will expire at the end of February. Kim serves in one of three seats required to be filled by an owner or operator of a taxable lodging business with properties in Watauga County District U.

Kim has been an excellent board member during her time on our board and we highly encourage you to consider re-appointing her to another 3-year term on the board.

As you will see from her application, Kim works in a family owned vacation rental company that meets the criteria of the seat she currently holds. Kim has a strong attendance record and regularly contributes to discussions at the board meetings. She supports outdoor recreation and recreational development that attracts visitors and actively promotes those opportunities to potential visitors.

Please let me know if you have any questions and thank you for your consideration of this application for re-appointment to the Watauga County TDA Board.

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: Kim Jenkins Rogers
Home Address: 404 Heritage Drive
City: Boone Zip: 28607
Telephone: (H) 828-266-9188 (W) 828-295-9888 ext. 115 (Fax) 828-295-6249
Email: kim@jenkinsrealtors.com
Place of Employment: Jenkins Realtors, Inc.
Job Title: Owner/Broker

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

- Bald Mountain
- New River
- Beaver Dam
- Blue Ridge
- Elk
- Stony Fork
- Brushy Fork
- Meat Camp
- Blowing Rock
- North Fork
- Watauga
- Cove Creek
- Shawneehaw
- Laurel Creek
- Boone

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

- Foscoe-Grandfather Community
- Howards Creek Watershed
- South Fork New River Watershed
- Valle Crucis Historic District
- Winklers Creek Watershed
- Extraterritorial Area

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

- Gender
 - Male
 - Female
- Ethnic Background
 - African American
 - Caucasian
 - Native American
 - Hispanic
 - Other

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

1. Watauga County Tourism Development Authority
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 work in the Vacation Rental market in a family owned business that was founded in 1978. I continue to represent cabins, condos, single family homes that support dream vacations through out Watauga County for all age families. We continue to change our marketing methods promoting hiking and fishing along with skiing, biking and shopping. I look forward to supporting the recreational developments in all county areas that attract vacationers to return and to experience our beautiful mountains.

**Volunteer
Experience:**

I am on the executive board of the Blowing Rock Chamber. Will continue to support and host The Blowing Rock Trout Derby and the Trout Fest.

**Other
Experience:**

I am a resting elder for the 3rd time at Ruple Memorial Presbyterian, continue to teach Sunday School and on the Properties Committee.

**Other
Comments:**

Thank you for the opportunity to serve on the TDA. Given the dramatic experience of the September 26 storm to our area, I am awed by the way local residents embrace the continuing repair and encourage the return of people vacationing and supporting our small town hospitality.

Signature: _____



Date: _____

1/14/25

[Print Form](#)


[Reset Form](#)



MEMO

DATE: February 6, 2025

TO: Watauga County Board of Commissioners

FROM: Wright Tilley, Executive Director – Watauga County TDA 

RE: Tony Gray – TDA Board Re-appointment Application

Dear Watauga County Board of Commissioners,

Tony Gray's term on the Watauga County TDA Board will expire at the end of February.

Tony has been an outstanding board member during his time on our board. He brings a knowledge of the early years of the Watauga County TDA. Tony retired from App State years ago after serving as the Director of Conferences and Institutes. He was also a Watauga County Christmas tree grower for many years.

He was very involved with the High Country Host in its early years. Tony brings decades of a wide knowledge base about tourism and outdoor recreation in the High Country. We highly encourage you to consider re-appointing him to another 3-year term on the board.

Please let me know if you have any questions and thank you for your consideration of this application for re-appointment to the Watauga County TDA Board.

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: ANTHONY I. GRAY (TONY)
Home Address: 524 HARRISON Rd
City: BOONE Zip: 28607
Telephone: (H) 264-9123 (W) _____ (Fax) —
Email: TONYBRENDAKATIE@GMAIL.COM
Place of Employment: ASU RETIRED
Job Title: DIRECTOR CONFERENCES + INSTITUTES

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 checked="" 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 checked="" 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 checked="" type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input checked="" 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. WATAUGA TDA
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:

SEE ATTACHED

Volunteer
Experience:

SEE ATTACHED

Other
Experience:

SEE ATTACHED

Other
Comments:

Signature: Anthony J. Gray

Date: 2-6-25

Print Form

Reset Form

Tony Gray
524 Harrison Road
Boone, NC 28607

Education:

1989 – Appalachian State University; ED.S. Adult Education

1967 – Appalachian State Teachers College; M.A. Degree, Major: Health Physical Education and Recreation; Minor: Junior College Administration and Supervision

1966 – Appalachian State Teachers College; B.S. Degree, Major: Health Physical Education and Recreation; Minor: Biology

Experience:

1972 – 2002 – Director, Office of Conferences and Institutes, Division of Continuing Education (Retired with 35 Years Service)

1971 – 1972 – Instructor of Health Physical Education and Recreation, Appalachian State University

1969 – 1971 – Assistant Basketball Coach and Instructor of Health Physical Education and Recreation, Appalachian State University

1967 – 1969 – Assistant Basketball Coach and Resident Manager of High Rise Residence Hall, Appalachian State University

1966 – 1967 – Assistant Basketball Coach and Resident Manager of High Rise Residence Hall as a Graduate Student, Appalachian State University

Professional Organizations:

American Camping Association, Association of Experiential Education, North Carolina State Employees Association, National University Continuing Education Association, North Carolina Adult Education Association, Association for Continuing Higher Education

Association of Collegiate Conference and Events Directors International 1980 – 2003
Regional Director 1988-89; Board of Directors 1989 – 97 & 1998 – 2002; President Elect, President and Immediate Past President – 1992 – 95; Chairman Hospitality Committee 1992 Annual Conference; Chairman Education Committee 1989 – 1993 (Developed ACCED-I Certification Program); Chairman Scholarship Committee 1989 & 1995- 2002; Chairman Resource Center Advisory Committee 1994 – 95; Chairman Economic Impact Task Force Committee 1994 – 97; Committees served on: Scholarship Committee, Awards and Recognition Committee, Annual conference Site Selection Committee, Regional Development Committee, Annual Conference Committee, Future Directions Task Force, Publications committee, Electronic communication Committee, Foundation

Scholarship Committee, New Member Recruitment Project Team, and CCEP Advisory Committee

Civic Activities:

Member First Presbyterian Church of Boone 1967 – Present), has served on the Board of Deacons, Men of the Church, Church Council, and currently serving as a Ruling Elder Moderator of Capital Improvements Committee and Building and Grounds 2002-2005

Boone Area Chamber of Commerce 1974 – 2002 – Board of Directors, Vice President for Community Affairs 1984, Vice President for Business Affairs 1987 – 88, President and Chairman of the Board 1985 – 86, Chairman ASU Discover Boone Business Fair 1989 – 90, Chairman Ambassadors Program 1990, Member of the Travel and Tourism Committee and Business Affairs Committee 1989 – 90, Vice President for Tourism and Convention Development 1991 – 2001.

North Carolina High Country Host 1980 – 2001; Board of Directors 1985 - 2001; Chairman Advertising and Publicity Committee 1982-86; Chairman Area Guide Map Project 1982, 1984, 1986, 1988, 1990; participated in the 1984 North Carolina Trade Mission to Florida; Chairman of Hunting, Fishing, Hiking Guide and NCHCH General Brochure; Executive Committee Member at Large 1988-89; Treasure 1989 – 90, 1995 – 2001, Second Vice President 1990 – 91

Watauga County Recreation Commission from inception to 1982 and 1988 – 1994

Member Boone Jaycees 1972 - 1980 (Offices Held – Internal Director, Internal Vice President, President and two terms as Chairman of the Board

Appalachian State University Former Athletes Association member 1985 – 2007; Board of Directors 1988 –Present; Chairman of Alumni Basketball Game 1986 – 89, President and Chairman of the Board 1992- 93, Chairman of the Hall of Fame Committee 1999 – 2002; Chairman of Annual Major Fund Raiser 1992 – 2005

Appalachian State University Yosef Club 1967 – Present

Watauga High School Boosters Club 1985 – 1990

High Country Senior Games Board of Directors and Executive Committee 1989 – 90, Chairman of the Facilities Committee

Coach Junior Girls Softball 1985 – 89, All Star Coach 1986 – 88

Coach Women's Recreation League Softball Team 1990 – 2001

Boy Scouts of America, sustaining Membership Drive 1985 – 1993
Boone Jaycees and Watauga County Junior Champ Track and Field Day Event Coordinator 1982 – 1997

Habitat for Humanity Work Team 2003 – 2005

Watauga County Tourism Development Authority March 2006 to Present (Vice Chairman)

Watauga County Humane Society Capital Campaign (In-kind Contributions) 2004 – 2005

Awards and Honors:

Elected Mr. Appalachian by Student body 1966; Appalachian Basketball Awards – MVP 1966, All NAIA District 26 – 1966, Honorable Mention Small College All American 1966, All Carolinas Conference 1965 & 1966, All Tournament 1966, Served as Co-Captain 1965 – 66

Boone Jaycee – Freedom Guard 1973, Speak-up 1973, Presidential Award of Honor 1974, Keyman II 1976, Outstanding Young Men of America 1975, Spark Plug of the Year 1977, Jaycee of the Year 1976 & 1977, Nominee for Five Outstanding Men in North Carolina 1979, Watauga County Distinguished Service Award 1979

Watauga County Heart Association – Founders Award 1977, Achievement Recognition Award 1979, Bronze Service award 1981, Silver Service Award 1983

Watauga High School Booster Club – Distinguished Service Award for Fund Raising 1989

Boone Area Chamber of Commerce – Special Service Award 1992, Ben Suttle Distinguished Service Award 1994

Appalachian State University Athletic Department – Jackson A. Branch Volunteer Service Award 2002

Appalachian State University Former Athletes Association Special Service Award - 2005

Association Of Collegiate Conference and Events Directors International – Outstanding Individual Achievement Award 1990, Earned Collegiate Conference and Events Director Certification 1997, Jack Thornton Distinguished Service Award 1997, Accepted the Outstanding Institutional Achievement Award on behalf of Appalachian State University for its role in the Economic Impact Study 1998, Lifetime Honorary Membership in ACCED-I 2003

TONY GRAY 1961-1966 TEAM (70-57)

SPARROWS POINTHIGH SCHOOL SPARROWS POINT, MARYLAND

1961-66 PLAYED FOR LEGENDARY COACH BOB LIGHT

1964-65 LED TEAM IN FIELD GOAL PERCENTAGE .471%

1965-66 LED TEAM IN REBOUNDING WITH 291 (27 GAMES) 10.8 PER GAME

1965-66 TEAM CO-CAPTAIN (WITH HOF MEMBER JIM WILCOX)
TEAM WON CAROLINAS CONFERENCE SPORTSMANSHIP AWARD

1966 ALL CAROLINAS CONFERENCE

1966 NAIA ALL DISTRICT

1967-72 FIRST FULL TIME ASSISTANT COACH WITH COACH BOB LIGHT

1966-67 TEAM WON CAROLINAS CONFERENCE CHAMPIONSHIP

1966 SELECTED BY ASTC STUDENT BODY AS "MR. APPALACHIAN"



February 12, 2025

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

Dear Mr. Eggers:

At our regular Watauga County Library Board meeting on January 30, 2025, board members voted unanimously to recommend to Watauga County Commissioners that Natalie Harkey be appointed to the Appalachian Regional Library Board for a first term. Sandra Basel resigned from the board in September before her 2nd term expired. Sandra was on the local and regional board. Natalie will be filling this unexpired spot on the regional board.

Natalie is the Finance Manager for the Boone Area Chamber of Commerce and has been on our local board since 2019.

Please approve this recommendation from the library board and notify Natalie and me of this appointment. Thanks to you and all the commissioners for your continued support of the library. Natalie resides at 111 Marion Avenue, Boone, NC 28607.

Sincerely,

Patty Swartzbaugh

Watauga County Library Board Chair

cc: Monica Caruso
Watauga County Librarian

Tammy Holston
Co-Interim Director of Appalachian Regional Libraries

AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS***C. Announcements***MANAGER'S COMMENTS:**

The Annual Pre-Budget Retreat will be held on Thursday, February 27, 2025, beginning at 12:00 P.M. and continue on Friday, February 28, 2025 beginning at 9:00 A.M. in the Commissioners' Board Room.

The High Country Council of Governments' 49th Annual Banquet was postponed due to Hurricane Helene and has been rescheduled for Friday, March 7, 2025, from 6:00 to 9:00 P.M. in the Grandview Ballroom at the Northwest End Zone Facility, Appalachian State University. The deadline to RSVP is February 21, 2025. Please let Anita know if you plan to attend and she will assist with registration.

A Groundbreaking Ceremony will be held for the new EMS Facility off of Innovation Drive on Friday, March 14, 2025, at 1:00 P.M.

The North Carolina Association of County Commissioners will hold a District 14 Meeting on April 24, 2025, from 5:30 P.M. to 7:30 P.M. at the Avery Community Center. Commissioners are invited to attend. The deadline to RSVP is April 1, 2025. Please let Anita know if you plan to attend and she will assist with registration.

AGENDA ITEM 14:**BREAK**

TENTATIVE RETREAT AGENDA
WATAUGA COUNTY BOARD OF COMMISSIONERS
COMMISSIONERS BOARD ROOM
WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC
FEBRUARY 27 & FEBRUARY 28, 2025

TIME	TOPIC	PRESENTER	PAGE
THURSDAY, FEBRUARY 27, 2025			
12:00 PM	OPENING REMARKS AND LUNCH	MR. DERON GEOUQUE	
1:30 PM	FY 2025 REVIEW AND DISCUSSION OF FY 2026 BUDGET	MS. MISTY WATSON	1
	A. Revenues		
	B. Expenditures		
	C. Sheriff's Report	SHERIFF HAGAMAN	
	D. Debt Service Report		
	E. Budget Calendar		
	F. Special Appropriations		
2:00 PM	REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)	MR. DERON GEOUQUE & MR. ROBERT MARSH	
	A. Current CIP Status Report		
	B. Valle Crucis Elementary School		
	C. County Facilities Assessment Update		
	D. Roof Repairs Update		
	1. Human Services		
	a. Human Services Renovations		
	2. Law Enforcement		
	E. ARPA Projects/Funding		
	1. Broadband	\$7,750,000	
	2. Kill/Chill Water/Sewer	\$500,000	
	F. 911/Medic/Emergency Services Facility	DR. JIM HAMILTON	
	G. Brookshire Work Force Housing		
	H. Library		
	I. School Facilities		
3:15 PM	BREAK		
3:30 PM	SANITATION MATTERS	MR. CHRIS MARRIOTT	
	A. Facility Upgrades		
	B. Recycling		
4:15 PM	TAX MATTERS	MR. TYLER RASH	
	A. 2027 Revaluation Updates		
	B. Licensing		
4:30 PM	APPALACHIAN DISTRICT HEALTH		
	A. District Matters	MS. JENNIFER GREENE	
	B. Opioid Plan	MS. LINDSEY SULLIVAN	
5:00 PM	WATAUGA COUNTY COMPREHENSIVE PLAN	MR. JASON WALKER	
5:15 PM	WATAUGA MEDICS	MR. CRAIG SULLIVAN	
	A. Annual Report		
	B. Future Needs		
5:30 PM	COUNTY MANAGER'S SUMMARY	MR. DERON GEOUQUE	
6:00 PM	RECESS UNTIL FRIDAY, FEBRUARY 28 AT 9:00 AM		

Thursday, February 27, & Friday, February 28, 2025

Tentative Retreat Agenda

Board of County Commissioners

FRIDAY, FEBRUARY 28, 2025

8:30 AM	BREAKFAST	
9:00 AM	EDC/CHAMBER FOUNDATION REPORT	MR. DAVID JACKSON MR. JOE FURMAN
9:30 AM	MIDDLE FORK GREENWAY UPDATE	MS. WENDY PATOPRSTY
9:45 AM	WATAUGA TDA	MR. MATT VINCENT MR. WRIGHT TILLEY
10:00 AM	CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE	DR. MARK POARCH
10:30 AM	SCHOOL BOARD FUNDING ISSUES A. FY 2026 Funding Needs B. Schools' Capital Improvement Plan	DR. LESLIE ALEXANDER & SCHOOL BOARD MEMBERS
11:30 AM	PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS MATTERS A. EMS Updates B. Communications Updates	MR. WILL HOLT
11:45 AM	MISCELLANEOUS & COMMISSIONER MATTERS A. State Issues B. Commissioner Matters	MR. DERON GEOUQUE
11:55 AM	WRAP UP, GOALS & OBJECTIVES, BOARD DIRECTIVES	
12:00 PM	ADJOURN	



Event Details

Cost

\$50.00 Per Person

Date and Location

Friday, March 7, 2025

Grandview Ballroom
North End Zone Facility
Appalachian State University
135 Jack Branch Drive
Boone, NC 28607

RSVP Deadline

February 21, 2025

Schedule of Events

Reception (Cash Bar)
6:00 - 7:00pm

Presentation of Awards
7:00 - 7:30pm

Buffet Dinner
7:30 - 8:30pm

Networking
8:30 - 9:00pm



Important Information

- ◆ Refunds can be given if cancellations are provided prior to RSVP deadline of February 21, 2025.
- ◆ If your guest is not being paid for by your local government entity or organization, please remit payment with RSVP.
- ◆ We are unable to accept payments of any kind at the door.
- ◆ Cash bar during reception accepts Mastercard & Visa only.
- ◆ Parking attendant will direct you to a handicap accessible parking area, the drop-off lane, or the general parking.
- ◆ Directions: From Rivers Street, turn onto Stadium Drive and proceed up the hill until you see a parking attendant. The facility will be on your left (connected to the stadium).
- ◆ Questions? Please contact Victoria at 828-265-5434 x.101 or voxentine@hccog.org.



You are cordially invited to the rescheduled
49th Annual Banquet
and meeting of the
High Country Council of Governments

Celebrating 50 Years ◆ 1974-2024

Dear Watauga County Commissioners,

I am pleased to invite Watauga Commissioners to attend the upcoming NCACC District 14 meeting. This event will take place on Thursday, April 24th, 2025 at the Avery Community Center located at 661 Vale Rd in Newland. I hope each of you will attend and join in this opportunity to have county leaders and staff from our district together.

This year's meeting will feature NCACC president "T" Davis and his presidential initiative "Heroic Hands". This initiative is focused around honoring those in the public service workforce and highlighting the value of having a career in public service. Over the next couple of months be thinking about someone in public service who has gone above and beyond. Each county will have the opportunity to make a submission and once they are consolidated a book will be produced. More information about this project will be dispersed once the details are finalized.

Your participation is invaluable as we work together to strengthen our communities and advocate for western North Carolina. Please feel free to include your administrative staff and have your clerk to the board consolidate RSVP's and submit them **before April 1st**. *If you have any food allergies please let me know so I can make menu accommodations.*

Some important upcoming dates you may want to get on your calendar are June 10th & 11th which are County Advocacy Days in Raleigh and August 21st - 23rd will be the annual NCACC conference in Pitt County and registration will open in April.

Should any of you have questions about any of the information provided please don't hesitate to contact me.

Harley Masters
NCACC District 14 Director
harley.masters@mitchellcountync.gov
(423) 741-9645

District 14

Alleghany - Ashe - Avery - Mitchell - Watauga - Wilkes - Yancey



**April 24th, 2025
5:30 - 7:30pm**

**661 Vale Rd
Newland, NC 28657**

Please RSVP by April 1st, 2025

Please join us for the District 14 meeting being held at the Avery Community Center.

This years Presidential initiative is Heroic Hands and the NCACC President "T" Davis and Director Kevin Leonard will both be in attendance at our meeting.

Important Upcoming Dates

June 10th & 11th - County Advocacy Days

August 21st - 23rd Annual Conference



AGENDA ITEM 15:

CLOSED SESSION

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

Land Acquisition per, G. S. 143-318.11(a)(5)(i)

Personnel Matters per, G. S. 143-318.11(a)(6)