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

#### TUESDAY, AUGUST 1, 2023 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: July 18, 2023, Regular Meeting July 18, 2023, Closed Session		1
	3	APPROVAL OF THE AUGUST 1, 2023, AGENDA		11
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	13
5:40	5	"FINDING OUR WAY HOME" ART INSTALLATION REQUEST	Ms. Andi Gelsthorpe	15
5:45	6	EMERGENCY SERVICES MATTERS A. Communications Maintenance Contracts Renewal Requests	MR. WILL HOLT	17
		<ul> <li>B. Carolina Recording Systems (CRS) Recorder AIS Purchase Request</li> </ul>		37
		C. Fire Department District Adjustment Request		41
5:50	7	<ul> <li>MISCELLANEOUS ADMINISTRATIVE MATTERS</li> <li>A. Request to Purchase John Deere Excavator</li> <li>B. UNC School of Government Development Finance Initiative (DFI) Brookshire Housing Project Request to Exempt Architect Selection per G. S. 143-64.32</li> </ul>	MR. DERON GEOUQUE	47 53
		C. Request to Re-Schedule the Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant COVID Relief Program Project (CDBG-CV)		55
		<ul> <li>D. Proposed Human Services Parking Lot Agreement with Appalachian State University</li> </ul>		57
		<ul><li>E. Boards and Commissions</li><li>F. Announcements</li></ul>		63 65
5:55	8	Adjourn		

## **AGENDA ITEM 2:**

## **APPROVAL OF MINUTES:**

July 18, 2023, Regular Meeting July 18, 2023, Closed Session



#### MINUTES

#### WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, JULY 18, 2023

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, July 18, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

PRESENT: Larry Turnbow, Chairman Charlie Wallin, Vice-Chairman Todd Castle, Commissioner Braxton Eggers, Commissioner Ray Russell, Commissioner Anthony di Santi, County Attorney Deron Geouque, County Manager Anita J. Fogle, Clerk to the Board

#### **APPROVAL OF MINUTES**

Chairman Turnbow called for additions and/or corrections to the June 20, 2023, regular and closed session minutes, June 21, 2023, special meeting minutes, and the June 22, 2023, special meeting minutes.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the June 20, 2023, regular meeting minutes as presented.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the June 20, 2023, closed session minutes as presented.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the June 21, 2023, special meeting minutes as presented.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the June 22, 2023, special meeting minutes as presented.

Commissioner Russell opened with a prayer and Commissioner Castle led the Pledge of Allegiance.

#### APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the July 18, 2023, agenda.

County Manager Geouque stated that Mr. Ben Loomis had to postpone his update on the Watauga Community Housing Trust to a future date.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to approve the July 18, 2023, agenda as amended.

VOTE: Aye-5 Nay-0

#### PUBLIC COMMENT

Dr. Jeffrey R. Sutton shared concerns regarding issues with high density housing near his home.

#### HOMESTEAD RECOVERY CENTER'S REQUEST TO USE HUMAN SERVICES PARKING LOT

Ms. Pam Greer, Peer Support Specialist with Homestead Recovery Center, requested the use of the Watauga County Human Services parking lot for an event to be held on Saturday, September 30, 2023, for a Recovery Community Block Party in honor of Recovery Month. Homestead Recovery Center is part of the Mediation and Restorative Justice Center (MRJC).

Ms. Mollie Bolick, Homestead Recovery Center Director, stated that the Center works directly with substance abusers and provides a community where recovery is possible. Ms. Bolick stated that waiving the \$200 fee charged to use the facility would be greatly appreciated as those funds could be used toward the event. A yard sale would be included at the event and donations would be gladly accepted.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to lease the Watauga County Human Services parking lot on Saturday, September 30, 2023, to Homestead Recovery Center through Mediation and Restorative Justice Center and waive the \$200 fee for the event.

#### VOTE: Aye-5 Nay-0

#### **OPIOID SETTLEMENT UPDATE AND FUNDING AWARD REQUEST**

Ms. Jennifer Greene, Director of AppHealthCare, presented an update on the Watauga County Opioid Settlement. The Review Committee, consists of Commissioner Eggers, Commissioner Russell, individuals with lived experience, and representatives from the Sheriff's Office. The Committee met in May 2023 and reviewed and scored proposals received. In June 2023 the scores were reviewed, projects were mapped based on the life span and impact versus effort. The list of applicants was narrowed and follow-up items were determined. Later in June the follow-up items from applicants were reviewed and final concerns were discussed. Nine proposals were received totaling \$955,476.23 with \$300,000 to be awarded.

The Review Committee recommended the following awards for Year 1:

Applicant:	Project Summary:	Proposed Amount to Award for Year 1:
Mediation & Restorative Justice Center/Homestead Recovery Center	Establish a <b>Recovery Housing Facility (RHF)</b> as part of Homestead Recovery Center's (HRC) peer-led recovery services.	\$97,352
AppHealthCare	Purchase a <b>mobile health bus</b> to provide medical care, dental care, behavioral health services, medication-assisted treatment, peer support, wound care, naloxone distribution, and safe supplies for opioid use disorder.	\$75,000
The Children's Council of Watauga County	Provide <b>linkages to care</b> for medication- assisted treatment, substance use treatment services, peer support, and harm reduction services <b>for Family Connects clients</b> <b>impacted by substance use disorder</b> .	\$63,824
High Country Community Health/App Family Medicine	Partner to increase access to <b>medication</b> - assisted treatment through ER/hospital; add peer support services to existing MAT team and distribute naloxone.	\$63,824
	TOTAL:	\$300,000.00

Ms. Greene stated that in the Summer of 2023 follow up with awardees would be held, project alignment would be confirmed with state partners, the budget or resolution authorizing expenditures to NC DHHS dashboard would be completed and submitted by AppHealthCare and the County, and the project would begin.

Strategic planning for future projects will begin in the Fall of 2023. This was the first of eighteen years the County would be receiving funds from the Opioid Settlement. Ms. Greene recognized Ms. Lindsey Sullivan who has worked diligently with the Review Committee on this project.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to award the funding as recommended by the Review Committee and presented by Ms. Greene to the following: Mediation and Restorative Justice Center/Homestead Recovery Center in the amount of \$97,352; AppHealthCare in the amount of \$75,000; The Children's Council of Watauga County in the amount of \$63,824; and High Country Community Health/App Family Medicine in the amount of \$63,824.

#### VOTE: Aye-5 Nay-0

#### SHERIFF'S OFFICE REQUEST TO PURCHASE NEW PISTOLS

Captain Preston Russell with the Sheriff's Office requested approval for the purchase of 50 Glock pistols with optics, holsters and lights in the amount of \$61,176 from Craig's Firearms. The quoted price was from the State contract. Adequate funds were available in the Sheriff's Office FY 2023-2024 budget. Captain Russell stated that he had verified with the Sheriff's Office that there was a \$13,000 trade-in allowance. This would lower the actual cost from \$61,176 to \$48,176.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to accept the State contract price from Craig's Firearms in the amount of \$61,176 and approve the purchase of the 50 Glock pistols with optics, holsters and lights as presented by Captain Russell.

VOTE: Aye-5 Nay-0

#### PROPOSED ALLOCATION OF FY 2024 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

Ms. Angie Boitnotte, Project on Aging Director, stated that projected allocations were presented and approved at the June 6, 2023, Board meeting; however, she has since received the actual allocation amount of \$320,160 in Home and Community Care Block Grant (H&CCBG) funds for FY 2024. The required local match, in the amount of \$35,573, was present in the Project on Aging's FY 2024 budget. The funds would be allocated as follows:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$87,089	\$9,677
In-Home Aide Level II	\$74,670	\$8,297
Congregate Meals	\$43,830	\$4,870
Home Delivered Meals	\$108,571	\$12,062
Transportation	\$6,000	\$667

Commissioner Russell, seconded by Commissioner Eggers, moved to accept the actual allocations for FY 2024 Home and Community Care Block Grant (H&CCBG) funds as presented by Ms. Boitnotte.

VOTE: Aye-5 Nay-0

#### TAX MATTERS

#### A. Monthly Collections Report

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of June 2023. The report was presented for information only and, therefore, no action was required.

[Clerk's Note: There were no refunds and releases to be presented at this meeting.]

#### **B.** Annual Settlement of Tax Collector

Mr. Larry Warren, Tax Administrator, presented the following Annual Settlement Statements for Fiscal Year 2023 for Board approval:

#### TO BE TYPED IN MINUTE BOOK

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the Annual Settlement Statements for Fiscal Year 2023.

#### VOTE: Aye-5 Nay-0

#### C. Oath to Collect Taxes

Mr. Larry Warren, Tax Administrator, presented a proposed order granting authorization to collect taxes for Fiscal Year 2024. Once approved, a sworn oath would be administered to Tax Administrator Warren.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to grant authorization for Tax Administrator Warren to collect taxes for Fiscal Year 2024.

VOTE: Aye-5 Nay-0

#### MISCELLANEOUS ADMINISTRATIVE MATTERS

#### A. Proposed Courthouse Computer Systems Software License and Support Agreement

County Manager Geouque presented a software contract with Courthouse Computer Systems on behalf of Ms. Amy Shook, Register of Deeds. The contract was in the amount of \$36,225. Adequate funds were available in the FY 2023-2024 budget.

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

VOTE: Aye-5 Nay-0

#### B. New Valle Crucis School Change Order #2

County Manager Geouque presented Change Order #2 for the new Valle Crucis Elementary School. The Change Order reflects sewer treatment equipment revisions resulting from the permitting review. The 10,000-gallon tank was upsized to 12,000-gallons and a pump size was increased from 5hp to 10hp at a cost of \$10,508.50. In review, Change Order #1 was a deductive change in the amount of \$382,011.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve Change Order #2 in the amount of \$10,508.50 to increase the tank size from 10,000-gallons to 12,000-gallons and upsize the pump from 5hp to 10hp.

#### VOTE: Aye-5 Nay-0

#### C. Adopt Resolution to Advertise the United States Department of Agriculture (USDA) Lease Renewal in the West Annex

County Manager Geouque stated that the United States Department of Agriculture (USDA) requested the renewal of their lease at the West Annex.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

The County Manager presented a proposed resolution which would need to be published prior to bringing the lease to the Board for approval at the August 15, 2023, Board meeting.

Commissioner Eggers, seconded by Commissioner Russell, moved to adopt the resolution and direct staff to advertise for ten days prior to presenting the lease at the August 15, 2023, Board meeting for consideration.

#### VOTE: Aye-5 Nay-0

#### D. Adopt Resolution to Advertise Appalachian State University Greenhouse Lease Renewal at the Landfill

County Manager Geouque stated that Appalachian State University Foundation requested the renewal of their lease for their greenhouse located at the Watauga County Landfill.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement

adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

The County Manager presented a proposed resolution which would need to be published prior to bringing the lease to the Board for approval at the August 15, 2023, Board meeting.

Commissioner Eggers, seconded by Commissioner Castle, moved to adopt the resolution and direct staff to advertise for ten days prior to presenting the lease at the August 15, 2023, Board meeting for consideration.

#### VOTE: Aye-5 Nay-0

## E. Request to Schedule Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant Relief Program Project (CDBG\_CV)

County Manager Geouque stated that the County was awarded the Community Development Block Grant – COVID (CDBG-CV). One of the conditions of the CDBG-CV grant required the County to schedule a public hearing for the closeout of the grant. High Country Council Governments requested the hearing be scheduled for August 1, 2023. As such, staff was required to submit the ad to the paper prior to the Board meeting.

Commissioner Russell, seconded by Commissioner Eggers, moved to schedule a public hearing for the closeout of the Community Development Block Grant – COVID (CDBG-CV) for August 1, 2023.

#### VOTE: Aye-5 Nay-0

## F. Proposed Human Services Parking Lot Agreement with Appalachian State University

County Manager Geouque stated that the current lease with Appalachian State University for parking at the Human Services Parking Lot on home game days has expired. The University requested the lease be renewed for a three-year term at the same rate. The County Manager recommended another one-year lease.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the lease with Appalachian State University to utilize the Human Services Parking Lot for home football game days and special events as detailed in the lease for a one-year term.

Discussion was held, including entertaining a rate increase, the potential of making the lease for three years with rate increases, and the possibility of allowing non-profits to use the parking lot to raise money on Appalachian State University home football game days.

After discussion, the following vote was taken on the above motion:

#### VOTE: Aye-5 Nay-0

#### G. North Carolina Association of County Commissioners (NCACC) Voting Delegate

County Manager Geouque stated that the 116th NCACC Annual Conference would be held August 24-26, 2023, in Wake County at the Raleigh Convention Center. The NCACC requested a voting delegate be appointed for each County.

Commissioner Russell, seconded by Commissioner Castle, moved to appoint Vice-Chairman Wallin as the Watauga County Voting Delegate at the NCACC Annual Conference.

#### H. Boards and Commissions

County Manager Geouque presented the following:

#### Adult Care Home Community Advisory Committee

Ms. Evelina Idol served for many years on the Adult Care Home Community Advisory Committee. Due to Ms. Idol's recent passing, it was requested to officially remove her as a member of this Committee. A replacement has not been recommended at this time.

Commissioner Castle, seconded by Commissioner Eggers, moved to remove Ms. Evelina Idol from the Adult Care Home Community Advisory Committee.

#### Caldwell Community College Board

Caldwell Community College had recommended the reappointment of Mr. Billy Ralph Winkler to their Board. This was a first reading and, therefore, no action was required at this time.

Commissioner Russell, seconded by Commissioner Eggers, moved to waive the second reading and reappoint Mr. Billy Ralph Winkler to the Caldwell Community College Board as presented by the County Manager.

#### VOTE: Aye-5 Nay-0

#### Tourism Development Authority (TDA)

Watauga County TDA Board member, Mr. Jim Neustadt, recently resigned. His seat must be occupied by someone from a business in Watauga County District U that collects the occupancy tax. Ms. Missy Harrill, owner of the Foscoe Companies and inaugural TDA Board member, has

expressed interest in serving again. If appointed, Ms. Harrill's term would fill the unexpired term and end February 29, 2024. This was a first reading and, therefore, no action was required at this time.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to waive the second reading and appoint Ms. Missy Harrill to fill the unexpired term of Mr. Jim Neustadt expiring on February 29, 2024.

#### VOTE: Aye-5 Nay-0

#### I. Announcements

County Manager Geouque announced that the 116<sup>th</sup> North Carolina Association of County Commissioners (NCACC) Annual Conference will be held August 24-26, 2023, in Wake County at the Raleigh Convention Center.

The County Manager introduced Ms. Linda McGee, retired Chief Judge of the North Carolina Court of Appeals, who presented County Attorney Anthony "Tony" di Santi with the prestigious North Carolina Governor's Long Leaf Pine Award.

#### ADJOURN

Commissioner Castle, seconded by Commissioner Eggers, moved to adjourn the meeting at 6:42 P.M.

VOTE: Aye-5 Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

## AGENDA ITEM 3:

## APPROVAL OF THE AUGUST 1, 2023, 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:**

## **"FINDING OUR WAY HOME" ART INSTALLATION REQUEST** MANAGER'S COMMENTS:

Ms. Andi Gelsthorpe, local artist, will request permission from the Board to erect a communitybuilt labyrinth made of rope and ripped cloth the last weekend of August in front of the Human Services Building. Staff would need to work with the Farmer's Market to eliminate any conflict.

Staff seeks direction from the Board.

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#### **AGENDA ITEM 6:**

#### **EMERGENCY SERVICES MATTERS**

#### A. Communications Maintenance Contracts Renewal Requests

#### **MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board approve the renewal of three maintenance contracts with Mobile Communications America in the amount of \$67,328.04. Adequate funds have been budgeted for the expense.

Board approval is required to approve the renewal of three maintenance contracts with Mobile Communications America in the amount of \$67,328.04.



## Watauga County Emergency Services

184 Hodges Gap Rd, Suite D Boone, NC 28607 Phone 828-264-4235 Fax 828-265-7617



Fire Marshal • Emergency Management • Communications

July 24, 2023

- To: Board of Commissioners
- **CC:** Deron Geouque, County Manager Samantha Jones, Finance Director Anita Fogle, Clerk to the Board

Subject: Communications Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$67,328.04 for the renewal of three maintenance contracts with Mobile Communications America. This contract covers the maintenance agreement for all of our radio systems in the communications center, at each tower site, and mobile equipment. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt ES Director



#### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on	7/1/2023	between Mobile Communications America with principal offices at
Charlotte, NC		(hereafter "Mobile Communications America") and; (the "Customer")
Watauga County		

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

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$2,126.25 per month, \$25,515.00 annually (State/Local taxes NOT included). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2024 . This agreement will auto renew upon the expiration date.

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

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

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

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

By:

Mobile Communications America

Title:

Title:

Date:

Date:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCA Services	Qty	Coverage
MCC5500 Console Position	7	24/7 Onsite Services
Console Equipment Position (ADM Server, CSDM Workstation,	7	Annual Preventative Maintenance Inspection
KVM Switch, and Monitor)		
Switch	1	
Decoder	2	
Netclock	2	
Customer Locations		Special Instructions
MCA Mentioners Statements of Work	- Attachment B	

#### MCA Essential Service with Repair - Subscribers

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

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

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

#### MCA Premier Service with Repair - Subscribers

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

Triage the device

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

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

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

#### MCA Essential Service with Repair - Infrastructure Components

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

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

#### MCA Premier Service with Repair - Infrastructure Components

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

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

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation

• Re-install the equipment at the customer location.

· Communicate to the customer the status of their repair as it changes

#### 080123 BCC Meeting

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



#### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on	7/1/2023	between Mobile Communications America with principal offices at
Charlotte, NC		(hereafter "Mobile Communications America") and; (the "Customer")
Watauga County		

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

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$2,891.96 per month, \$34,703.52 annually (State/Local taxes NOT included). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2024 . This agreement will auto renew upon the expiration date.

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

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

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

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

By:

Mobile Communications America

Title:

Title:

Date:

Date:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEA	Mobile Communications Amorica
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MCA Services	Qty	Coverage
Repeater	12	Best Effort Provided on Unsupported Equipment
Channel 5 Base	1	4-Hour Onsite Response Time for Emergency Failures 24/7
Battery Chargers for Repeater	2	Annual Preventative Maintenance Inspection
Control Station	17	
Consolettes	15	
Tone Remote	1	
XTL Mobile (Viper Rescue)	1	
Tone Remote Adapter	2	
Customer Locations		Special Instructions
MCA Communications Statements of Work	k - Attachment B	
		Essential Service with Repair - Subscribers

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

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

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

#### MCA Premier Service with Repair - Subscribers

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

Triage the device

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

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

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

#### MCA Essential Service with Repair - Infrastructure Components

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

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

#### MCA Premier Service with Repair - Infrastructure Components

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

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

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation

• Re-install the equipment at the customer location.

• Communicate to the customer the status of their repair as it changes

#### 080123 BCC Meeting

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



#### COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on	7/1/2023	between Mobile Communications America with principal offices at
Charlotte, NC		(hereafter "Mobile Communications America") and; (the "Customer")
Watauga County		

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

#### Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$592.46 per month, \$7,109.52 annually (State/Local taxes NOT included). The customer will pay on a Annaul basis. This service agreement will expire on: 6/30/2024 . This agreement will auto renew upon the expiration date.

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

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

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

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

By:

Mobile Communications America

Title:

Title:

Date:

Date:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCA Comm	i infcations a
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Essential Services - Repair	Qty	Coverage
APX7000	15	Annual Preventative Maintenance Inspection
APX8000	37	
XTS2500	16	
APX Mobile	10	
Motorola Mobile	42	
Premier Services - Repair	Qty	System Coverage
Customer Locations		Special Instructions
Customer Locations		Special Instructions
Customer Locations		Special Instructions

#### MCA Essential Service with Repair - Subscribers

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

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

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this 34

check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

#### MCA Premier Service with Repair - Subscribers

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

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

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

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

#### MCA Essential Service with Repair - Infrastructure Components

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

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

#### MCA Premier Service with Repair - Infrastructure Components

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

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

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status

• Receive the equipment back from the Motorola Depot

- Confirm normal operation
- Re-install the equipment at the customer location.
- · Communicate to the customer the status of their repair as it changes

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

# **EMERGENCY SERVICES MATTERS**

#### B. Carolina Recording Systems (CRS) Recorder AIS Purchase Request

# **MANAGER'S COMMENTS:**

Mr. Holt will request approval for the purchase and installation of the AIS recorder license for the back-up PSAP in the amount of \$25,910.00. Adequate funds are available for the expenditure.

Board approval is required to approve the purchase and installation of the AIS recorder license from Carolina Recording Systems in the amount of \$25,910.00.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D Boone, NC 28607 Phone 828-264-4235 Fax 828-265-7617



#### Fire Marshal • Emergency Management • Communications

July 24, 2023

- To: Board of Commissioners
- **CC:** Deron Geouque, County Manager Samantha Jones, Finance Director Anita Fogle, Clerk to the Board

Subject: CRS Recorder AIS Purchase

Board of Commissioners,

Please consider my request for \$25,910.00 for the purchase and installation of the AIS recorder license for the back-up PSAP. This license allows for the recording of channels that are remotely accessed via the fiber connection to VIPER and part of the MCC7500e upgrade already in progress. Funds are available for this purpose as part of the overall infrastructure project at the primary and back-up PSAPs.

Respectfully,

Will Holt ES Director



# Watauga County Communications - AIS at Backup Center

#### **Account Manager:**

Ashlee Swilling (706) 844-5731 ashlee.swilling@crsnc.com

#### **Performance Manager:**

Ashlee Swilling (706) 844-5731 ashlee.swilling@crsnc.com

#### Ship To:

#### Watauga County Communications

184 Hodges Gap Rd Boone, NC 28607 Will Holt (828) 265-5668 will.holt@watgov.org

#### **Bill To:**

#### Watauga County Communications

184 Hodges Gap Rd Boone, NC 28607 Will Holt (828) 265-5668 will.holt@watgov.org

#### Quote - 000892

Version: 1 Quote Date: 06/06/2023 Quote Valid Through: 09/04/2023 Estimated Delivery:

#### Motorola ASTRO P25 Radio Integration

Product Details		Quantity	Unit Price	Ext. Price					
Motorola Astro P25 API License Secondary Site									
271142	Mandatory license fee for Initial Astro System Release - for same end- customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)	1	\$12,495.00	\$12,495.00					
209221	Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS	1	\$5,995.00	\$5,995.00					
324720-DX	DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	1	\$3,000.00	\$3,000.00					
DX939	DX Series 8 Channel VoIP Add-On	1	\$1,920.00	\$1,920.00					
			Subtotal:	\$23,410.00					

#### Installation Services

Product Details		Quantity	Unit Price	Ext. Price
PROSVCS	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training.	1	\$2,500.00	\$2,500.00
			Subtotal:	\$2,500.00
Quote Summan				Amount

Quote Summary	Amount
Motorola ASTRO P25 Radio Integration	\$23,410.00
Installation Services	\$2,500.00
Total:	\$25,910.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Installation Considerations:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Contact your CRS Account Manager for processing.



#### Acceptance

CRS / Carolina Recording Systems, LLC

Ashlee Swilling

Signature / Name

06/06/2023

Date

#### Watauga County Communications

Will Holt

Signature / Name

Initials

Date

# **EMERGENCY SERVICES MATTERS**

#### C. Fire Department District Adjustment Request

# **MANAGER'S COMMENTS:**

Mr. Holt will request the Board schedule a public hearing for September 5, 2023 to allow citizen comment on the approval of the plat to adjust the fire protection district for the Ridge Cherry Gap Subdivision from the Fall Creek to Beech Mountain district. The change was approved by both fire departments.

Board approval is required to schedule a public hearing for September 5, 2023.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D Boone, NC 28607 Phone 828-264-4235 Fax 828-265-7617



Fire Marshal • Emergency Management • Communications

July 24, 2023

- To: Board of Commissioners
- **CC:** Deron Geouque, County Manager Anita Fogle, Clerk to the Board

Subject: Fire Department District Adjustment

Board of Commissioners,

Please consider the attached letters and plat to adjust the fire protection district for The Ridge Cherry Gap subdivision from the Fall Creek to Beech Mountain. This change is requested based on access and the best response for the citizens in this area. Both chiefs concur with this change as noted in their letters. This change also requires a public hearing which is requested for September 5<sup>th</sup>, 2023 before final Board approval.

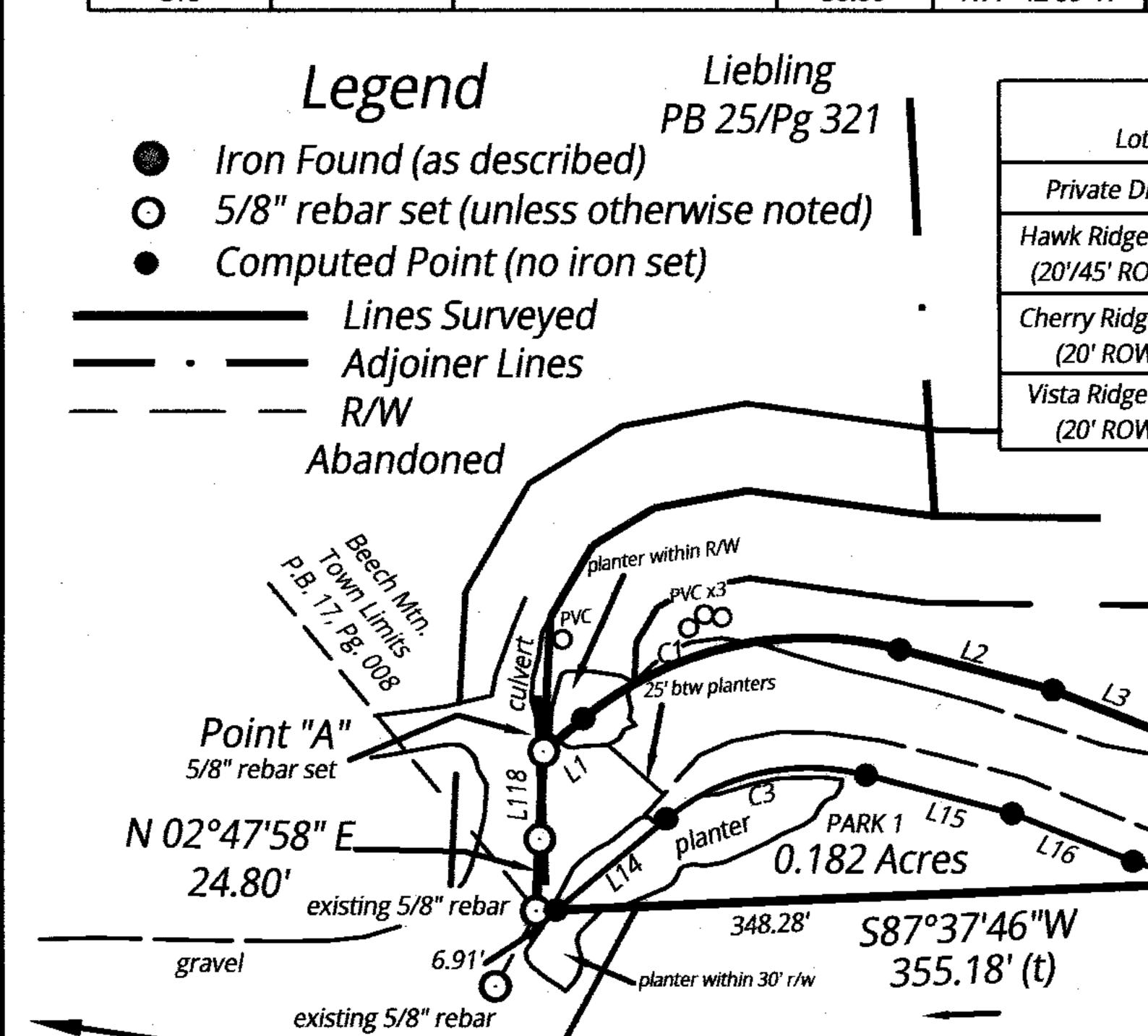
Respectfully,

Will Holt ES Director

		LOT 1					1	.OT 2	LINE	AND C	URVE	TABL	ES	LOT
LINE/CURVE		BEARING	RADIUS	CHORD	CHORD DIST.	LINE/CU	RVE LEN	GTH	BEARING	4 }	CURVE	LENGTH		RING
L52 L61	100.03' 42.79'	N33°12'42"W N49°32'37"E	00.24			L50 L51	111	59' .26'	N05°04'41"E N05°04'41"E		L48 L49	35.36' 102.24'	N17°5	9'20"E 9'20"E
C9 L60	112.09'	N86°37'28"E	86.34'	N68°35'57"E	55.65'	L59 L58	12	.04' .47'	S85°29'12"E S85°29'12"E		L56 C8	83.12'		8'01"E
L51 L50	111.26' 30.59'	S05°04'41"W S05°04'41"W		-		L57 L49	102	.83' 2.24'	S82°28'01"E S17°59'20"W		L38 L39	44.14' 12.69'	519°4	0'05"E 5'56"E
		LOT 5				L48	35.	.36'	S17°59'20"W	」 ┣━━━━	L40 L41	55.02' 107.73'	+	18'29"E 8'33"W
LINE/CURVE	LENGTH 121.23'	BEARING N68°58'21"W	RADIUS	CHORD	CHORD DIST.				LOT 6		·			LINE/CUI
L53 L24	12.69'	N24°20'20"E				LINE/CUI		GTH	BEARING	RADIUS	CHOR	D CHO	ORD DIST.	L62 L63
L25 L26	61.45' 23.09'	N18°39'54"E N32°16'03"E				L54 C6		.57'	N26°11'29"W	137.50'	S85°24'4	1"E 7	1.11'	L64 L65
L27 L28	34.56' 27.08'	N43°52'58"E N59°50'14"E				L29 L30	32. 73.	72'	S70°25' <b>34"</b> E S65°30' <b>31"</b> E					L66 C10
C5 L54	155.57'	S26°11'29"E	137.50'	N69°43'12"E	47.20'	L31 L32	67. 29.	44'	S68°08'19"E S64°03'46"E					L84 L83
C9 L61	42.79'	S49°32'37"W	86.34'	S68°35'57"W	55.65'	L55 L59	62.		S16°23'55"W N85°29'12"W		•			L79 L78
		LOT 8				<i>L60</i>	112	.09'	586°37' <u>28"</u> W					L77
LINE/CURVE L83	LENGTH 22.87'	BEARING N05°03'31"E	RADIUS	CHORD	CHORD DIST.	LINE/CU	RVE LEN	IGTH	LOT 9 BEARING	RADIUS	СНО	RD CH	ORD DIST.	L76 L75
L84 C11	148.82'	N05°03'31"E	50.00'	N48°06'47"E	13.57'	L88 L89		.99' .26'	N55°0 <b>5</b> '51"E N55°05'51"E					L74 C14
L67 C12	80.77'	S75°55'07"E	192.00'	S68°45'27"E	47.87'	L72 L73		.75' .57'	S49°43'36"E S59°56'23"E					Addia CURVE
L87 L86	10.21' 103.74'	S17°11'23"W S17°11'23"W		e constante de la constante de		L101	98.	.87'	N66°05'30"W	· .			·····	C24 C25
L85 L82	76.19' 22.62'	S17°11'23"W N57°31'07"W			· · · · · ·	L102	-22	.50'	N66°05'30"W					C26 C27
L81 L80	33.25' 44.44'	N66°16'06"W N72°57'27"W				L92 C22	- 22	.50'	514°12'22"E	12.50'	N74°42'	57"W 1	2.31'	C28
		PARK 1		j		L91 L90		.24' .98'	N45°13'32"W N61°23'12"W			· · · ·		C29
LINE/CURVE	LENGTH	BEARING	RADIUS	CHORD	CHORD DIST.	C16				50.00'	N22°55'	18"W 2	20.09'	LINE L114
L14 C3	49.45'	N50°26'13"E	77.50'	N77°35'39"E	70.75'		C/I 20' F	NV H	awk Ridge Trail					L115
L15 L16	52.24' 44.95'	S75°14'55"E S68°30'41"E				LII	IE LI	NGTH	BEARING					•
C4 L17	156.24'	N83°30'27"E	62.50'	S82°30'07"E	30.22'	L4 L4		27.57 32.26	N77°29'58"W N61°06'57"W					
L18 L108	21.36' 18.37'	N86°44'13"E S00°10'28"E			· ·			38.57' 33.98'	N72°43'05"W N72°43'05"W		$\bigcap$			
	•	PARK 2		- <b></b>				01.47' 8.17'	S89°52'26"W S75°39'55"W				Jeffrey	<i>ract 3</i> / E. Kurlan
LINE/CURVE L85	LENGTH 76.19'	BEARING N17°11'23"E	RADIUS	CHORD	CHORD DIST.						30'	D/14.	13	88/393
L86 L87	103.74' 10.21'	N17°11'23"E N17°11'23"E						ì			see no	vw Vte 8	Limits of	Phase I
C13 L68	18.62'	S51°03'12"E	192.00'	S56°19'30"E	35.28'					/ /	C	ulverts x2		
L69 L70	50.97' 53.10'	S43°32'28"E S37°45'47"E							Kurland PB 17/Pg 8		L.L.	L111	C25	
L71 L89	24.11' 97.26'	N87°25'01"E S55°05'51"W	· · ·				•				L110	7-20		
L88 C15	54.99'	S55°05'51"W	50.00'	N77°42'09"W	68.44'								utilitie C2	
	<u> </u>	I ioh	oling		00.77	Liebl 780/	<u> </u>			. /	L13	de la constanción de la constancición de la constanción de la constanción de la cons	26	C14
	Legen	u PB 25/	Pg 321		<i>Private Drive</i> <i>Service Schedule</i>			•		/	J.		5	C6
	n Found (as 3" rebar set	(unless otherwise i	noted)	Private Di Hawk Ridge	Trail				Daved of	5		128		
• Co	•	nt (no iron set) Surveyed	•	(20'/45' RO Cherry Ridg	W) LOTS 1, 2		not	e #8				ζ <b>μ</b> ί		s ⊊ 0.5
	— Adjoine	er Lines	Ĩ	Vista Ridge	1) Lots 4, 5	3 & G	o' R/W see not					ouider	LOT 5	51
<u></u>	— R/W Abandon	ed		(20' ROW	i i lata 7.0	889		e note #8			S.	0.5	01 Acres	Q E
		planter within R/W			• exist.		30' R/W SE		Sap Rd culverts		S.			0
	P.P. Own Linnin	PVC PVC x3			10' gravel dr	ive culver	Chel	' R/W	Private)		96.	233 237 O	161	
	1 a. 00 a. 00	원 25' btw planter:	5	12 13	C2	14	(see	Note 19	9) <u>16</u>	N SV	0 500	ота) Acres	3.00.K	<u>от</u> 0.500
<b>Poir</b> 5/8" rel	nt "A" bar set				gravel	road			19 120	pvc cond	uns		sting 5	
N 02°47 24.8		The pianter	РАКК 1 0.182 Acr	es 15	Parene and Annual An	L17	58.17'		146.42'	81.18	existing 5/8" rebar		rebar 78.33'	3/4 50.73'
	existing 5/8" r	ebar 348		27'46"W		existing 5/	8" rebar	-	N89°08'19"V	V	Dino			
gravel	existing 5/8" re	O V planter within 3	0°r/w 35	5.18' (t)	Bokesc	h			338.34' (t)		Pino 1954/57	77	N88°52'3	
	<u>30' R/</u>	<i>w</i> approx. Therry Gap Rd. (To		och Mtn. mair	2165/56	53	12.	Revised	<i>June 22, 2020 to show loca</i>	tion of gravel	road and o	ther	129.06' Ostwalt	
	al plan of subdivi:	sion for Phase I, The Ridge	at Cherry Gap	, (lands of Cherry (	Gap, LLC (BoR 12)	-	13.	Restricti	ents to date. ive Covenants <b>ar</b> e recorded			at	1277/84	1
3. This instrum	nent was tied to	d Nad '83 (2011) per ties to North Carolina State Plane	Coordinates i	by GPS observation	n of NGS Monum	ent "Pinnacle" dun		These p	; Road Maintenance ag parcels are located in a Zone ) per the North Carolina Flo	e "X" (an area	outside the	0.2% annua	Pg I chance	C
4. Reference is	s made to Plat Be	irveyors, PLLC dated June 8 bok 21 at page 91 of Cherry			es were made to	verify on Dec 7, 20	15.	Point "C	The North Carolina no Segins the 20' wide portioner the shown hereon are 18"	• • • •		f f.		co wi th
6. Drinking wa		individual or shared wells		<b>2</b> 1		•	noa to 18.	-	ades do not exceed county mply with Watauga County		•		•	e drive) pr
individual sej	ptic is not feasibl	's have not been approved le lots shall drain to individ isting "Drivate Doad" from t	ual shared sep	otic in reserved par	k locations.	• •	ן . ו ביין 19. ו	Points "/ reement	A" to "B" represent the lines t recorded in Book of Recor	described in ds	Boundary L	<i>ine and Ease</i> .	ement	De /
(approximate	ely 160 to 180 fe	isting "Private Road" from t et), to Watauga County Sta reserved 30' Right-of-way	ndards for a S	ubdivision Road.		• •	2	c	urveyor's Certificat	e	-			<u></u>
to the south	of centerline, ref	A Town of Beech Mountair	een reviewed l	by an examining at	torney.		-	l, / ( E	Alexander W. Cr <b>ow</b> e, certify ti Book 1218 , Pag <b>e</b> 89 ) from a	haț this map w In actual field s	survey made	under my su		*****
Town Cound	- ·	r meeting of October 8, 20	13, under Iten		s: Cherry Gap Sub	odivision".		th th	nat the error of closure as calc nat the boundari <b>e</b> s not survey nd that this map was prepared	ulated is not n ed are clearly	nore than 1:1 indicated wit	10,000, h their source	e,	
			to fe	ourteen. Eleven lo Inty Planning Board	ts were previousl			l f ar	further certify th <b>a</b> t this survey rea of a county or municipality	reates a sub y that has an o	division of la ordinance tha	nd within the tregulates	•	
NR	NE	W RIVE	ER					pa	arcels of land. Witness my or	iginal signatur	e and seal th	is <u>suth</u> day	ý	
LS	J'LA	ND SUF	<b>SVE</b>	YING					JUU	h l	M	U		T. T.
<b>V</b>	-									Alexander W.	Crowe, PLS L	-5337		· A /
1651	Highway	v 194 N, Boone	e, North	<i>Carolina</i>	28607 ~	- (828) 26	5 <b>8-9</b> 77	9 Lic	ense # P-2146	)				- 4
												······································		

·		LOT 1						LOT 2	LINE	AND C	URVE	TABL	ES	LO
LINE/CURVE		BEARING	RADIUS	CHORD	CHORD DIST.	LINE/CU	RVE	LENGTH	BEARING	-	/CURVE L48	LENGTH 35.36'	-	ARING \$59'20"E
L52 L61	100.03' 42.79'	N33°12'42"W N49°32'37"E	06 21	NIC007E1E7#E		L50 L51		30.59' 111.26'	N05°04'41"E N05°04'41"E		L40 L49 L56	35.50 102.24' 83.12'	N17	°59'20'E °59'20"E °28'01"E
C9 L60	112.09'	N86°37'28"E	86.34'	N68°35'57"E	55.65'	L59 L58		62.04' 12.47'	S85°29'12"E S85°29'12"E		<i>C8</i>			· · · · · ·
L51 L50	111.26' 30.59'	S05°04'41"W S05°04'41"W		- -		L57 L49		99.83' 102.24'	S82°28'01"E S17°59'20"W		L38 L39	44.14' 12.69'	519	°40'05"E °45'56"E
		LOT 5	<i>j</i> ^			L48	ł	35.36'	S17°59'20"W	┛ ┣━━━━	L40 L41	55.02' 107.73'		°48'29"E '48'33"W
LINE/CURVE	LENGTH 121,23'	BEARING N68°58'21"W	RADIUS	CHORD	CHORD DIST.				LOT 6					LINE/CU
L24	12.69'	N24°20'20"E				LINE/CUF	RVE	LENGTH	BEARING	RADIUS	CHOR	D CH	ORD DIST.	L62
L25 L26	61.45' 23.09'	N18°39'54"E N32°16'03"E				<u>L54</u> C6		155.57'	N26°11' <u>29</u> "W	137.50'	S85°24'4	1"E 7	71.11'	L64
L27 L28	34.56' 27.08'	N43°52'58"E N59°50'14"E				L29 L30		32.33' 73.72'	S70°25' <b>34"E</b> S65°30' <b>31"E</b>					L65 L66
C5 L54	155.57'	S26°11'29"E	137.50'	N69°43'12"E	47.20'	L31 L32		67.89' 29.44'	S68°08'19"E S64°03'46"E					C10 L84
C9 L61	42.79'	S49°32'37"W	86.34'	S68°35'57"W	55.65'	L55 L59		54.88' 62.04'	S16°23′55"W N85°29'12"W	·				L83 L79
		LOT 8	}	·		L60		112.09'	S86°37' <mark>2</mark> 8"W					L78 L77
LINE/CURVE	LENGTH 22.87'	BEARING N05°03'31"E	RADIUS	CHORD	CHORD DIST.	LINE/CU	RVE	LENGTH	LOT 9 BEARING	RADIUS	СНО	RD CH	IORD DIST.	176 175
L84 C11	148.82'	N05°03'31"E	50.00'	N48°06'47"E	13.57'	L88 L89		54.99' 97.26'	N55°0 <b>5</b> '51"E N55°0 <b>5</b> '51"E					L74 C14
L67 C12	80.77'	S75°55'07"E	192.00'	S68°45'27"E	47.87'	L72 L73		22.75' 31.57'	S49°43'36"E S59°56'23"E	·				Add
L87	10.21'	S17°11'23"W	192.00	300 43 Z7 E	47.07	L101		98.87'	N66°05'30"W	· .			·····	CURVE C24
L86 L85	103,74' 76.19'	S17°11'23"W S17°11'23"W				L101		22.50'	N66°05'30"W					C25 C26
L82 L81	22.62' 33.25'	N57°31'07"W N66°16'06"W				L92		22.50'	S14°12'22"E					C27 C28
L80	44.44'	N72°57'27"W		<u> </u>		C22 L91		27.24'	N45°13'32"W	12.50'	N74°42'5	57"W	12.31'	C29
<b></b>		PARK 1				L90 C16		25.98'	N61°23'12"W	50.00'	N22°55'1	8''W	20.09'	LINE L114
LINE/CURVE	LENGTH 49.45'	BEARING N50°26'13"E	RADIUS	CHORD	CHORD DIST.									L115
C3 L15	52.24'	S75°14'55"E	77.50'	N77°35'39"E	70.75'			1	awk Ridge Trail	]			· ·	
L16 C4	44.95'	S68°30'41"E	62.50'	S82°30'07"E	30.22'	LIN L4	2	LENGTH 27.57	BEARING N77°29'58"W					
L17 L18	156.24' 21.36'	N83°30'27"E N86°44'13"E				L4	4	32.26 138.57'	N61°06'57"W N72°43'05"W					
L108	18.37'	S00°10'28"E				] <u>L</u> 4 		33.98' 101.47'	N72°43'05"W S89°52'26"W					Tract 3
LINE/CURVE	LENGTH	PARK 2 BEARING	RADIUS	CHORD	CHORD DIST.	<u>ו נ4</u> כ	.7	18.17'	S75°39'55"W	_ /				ey E. Kurla 388/393
L85 L86	76.19' 103.74'	N17°11'23"E N17°11'23"E									30'A	2W		
L87 C13	10.21'	N17º11'23'E	192.00'	556010120115	25 201						see no	te 8	Limits o	f Phase I
L68	18.62'	S51°03'12"E	192.00	S56°19'30"E	35.28'				Kurland	/ /	כו	Ilverts x2		
L69 L70	50.97' 53.10'	S43°32'28"E S37°45'47"E	,,,,,,,				•		PB 17/Pg 8		L110	L111	<u>C25</u>	
L71 L89	24.11' 97.26'	N87°25'01"E S55°05'51"W					1				/	N.	utilit	ies –
L88 C15	54.99'	S55°05'51"W	50.00'	N77°42'09"W	68.44'		'inσ					11	26	27 - CTA
·	Legen	f 1	oling	ſ		780/7	<u> </u>			/	L13			
🕑 Iro	0	∽ PB 25/ described)	/Pg 321		Private Drive t Service Schedule			•	dine dine	/			(5	C6 L
		(unless otherwise i	noted)	Private D Hawk Ridge	e Trail	2 & 3						21 120		
	•	int (no iron set) Surveyed	•	(20'/45' RC Cherry Ridg	vv) ze Trail		. 41 🚭	ee note #8				-		w. 5.0 4
••••••••••••••••••••••••••••••••••••••	— Adjoin — R/W	er Lines		(20' ROV Vista Ridge	Trail		O'RAN S		У, İ			ouiaer		2 Ž
	Abandor	ned		(20' ROV	V) <sup>*</sup> Lots 7,	8 & 9		ucee note #8				0.5	01 Acres	Q B F
	P J Bee	planter within R/W			exist.		30' 1	borni	Sap Rd			150		0
		PVC x3			10' gravel d	culver	t	(45' R/W	private)		y 96.	23/	161	
		25' btw planter	rs	13	C2	14		o (see Note 19		I X	0 500	OT 4) Acres	TS QO.	0.50
2011 5/8" rei	nt "A" bar set		3		gravel	road		118 11	9 120	pvc cono	uns		isting 5	
N 02°47 24.8		the planter	РАКК 1 0.182 Acr	es 15		L17	58	8.17' L108	146.42'	81.18	existing 5/8" rebar 3'		' rebar 78.33'	3 50.73'
	existing 5/8" i	348		237'46"W		existing 5/8	- 8" rebar	r	N89°08'19"V	V V				
gravel	existing 5/8" re	91' planter within 3	30' r/w 35	5.18' (t)	C4 Bokese	ch			338.34' (t)		Pino 1954/57	7	N88°52'	
	30' R/				2165/5	63		12. Revised	June 22, 2020 to show loca	tion of grave	l road and o	ther	129.06 Ostwa	
[Notes] 1. This is a fina		Cherry Gap Rd. (To sion for Phase I, The Ridge			-	218 Pg 89)).		improveme	•	•		at	1277/8	
2. Bearings ar	re relative NC grid	d Nad '83 (2011) per ties to North Carolina State Plane	9 PB 21 page 9	1 and areas calcula	ated by Coordina	te Geometry.	ing	Page 14. These p	; Road Maintenance ag arcels are located in a Zone				Pg al chance	· · · · · ·
original survey	/ by New River Su	irveyors, PLLC dated June & ook 21 at page 91 of Cherr	8, 2020 (Plat B	ook 21 page 91). T			•	=	) per the North Carolina Flo " begins the 20' wide portic			n.		   
5. All lots are i	for single family	, .			er supply) Waste	water disposal met	hod to	17. Road gra	erts shown hereon are 18" ades do not exceed county		-		-	
be septic tar	nks. Individual lot	ts have not been approved le lots shall drain to individ	by Appalachia	an District Health D	Department for s	•		19. Points "A	mply with Watauga County A" to "B" represent the lines	s described in	Boundary L	ine and Eas		uctures <u> </u>
7. Developer l	has upgraded ex	isting "Private Road" from et), to Watauga County Sta	the end of To	vn of Beech Moun		e to aforesaid prop	erty	Agreement	recorded in Book of Recor	as <b>t AP</b> P	age 🛃 🧏	,		4
8. Existing "Pri	ivate Road" has a	reserved 30' Right-of-way f. P.B. 9, Pg. 068 and has be	to the north (	of centerline, ref. P	-	nd a 30' Right-of-wa	y		<b>Urveyor's Certificat</b> Alexander W. Crowe, certify ti		vas drawn un	der my supe	rvision,	-**
9. Access to C	Cherry Gap Road,	a Town of Beech Mountail r meeting of October 8, 20	n public road,	has been approve	d by the minutes		ntain	(E th	Book 1218 , Pag <b>e</b> 89 ) from a at the error of closure as calc	n actual field culated is not r	<i>survey made</i> nore than 1:1	under my รเ 10,000,	<i>upervision,</i>	ARR R.
	be underground.	-	11. A	Revision on July 7,	2014 increased	the number of lots sly approved by the		leven ar	<i>at the boundari<b>e</b>s not survey</i> nd that this map was prepare further certify th <b>a</b> t this survey	d in accordance	ce with G.S. 4	7-30 as amei	nded.	$\geq 2$
			Col	inty Planning Boar	•	_ , ,		ar	ea of a county or municipality arcels of land. Witness my or	y that has an o	ordinance tha	t regulates	•	
			= K • • • • • • •						july 2021			/		T S
LS		ND SUF	<b>KVE</b>	<b>YING</b>					Jun	n l	Nh			
▼ 16 <b>г</b> 1	Linder	101 NI Daam	o Nlarth	, Caralia-	20607	2 10201 21	50 r	י חבב(		Alexander W.	crowe, PLS L	-ววว่/		*****
1001	ı ııgı iwdy	UUIR	ε, ΙΝΟΓΙΙ	i Cai UIIIId	2000/ 1	- (020)2C	2-0	•	ense # P-2146	,				
					· · · · · · · · · ·									

·		LOT 1					LOT 2	LINE	AND C	URVE TA	BLES	LOT
LINE/CURVE	+ +	BEARING	RADIUS	CHORD	CHORD DIST.	LINE/CURVE	LENGTH	BEARING		CURVE LEN	·	BEARING
L52 L61 C9	100.03' 42.79'	N33°12'42"W N49°32'37"E	86.34'	N68°35'57"E	55.65'	L50 L51 L59	30.59' 111.26' 62.04'	N05°04'41"E N05°04'41"E S85°29'12"E		_48 35. _49 102 _56 83.	-	N17°59'20"E N17°59'20"E S82°28'01"E
L60 L51	112.09' 111.26'	N86°37'28"E S05°04'41"W	00.34	- NOO JJ J/ L		L59 L58 L57	12.47' 99.83'	S85°29'12"E S85°29'12"E S82°28'01"E		C8 38 44.		S27°40'05"E
L51 L50	30.59'	S05°04'41"W				L49 L48	102.24' 35.36'	S17°59'20"W S17°59'20"W		.39 12.	69' 02'	S19°45'56"E S15°48'29"E
		LOT 5	, /** \ [:		<b>.</b>				┛  ┣━━━━━	L41 107		589°48'33"W
LINE/CURVE	121.23'	BEARING N68°58'21"W	RADIUS	CHORD	CHORD DIST.			LOT 6				LINE/CUI
L24 L25	12.69' 61.45'	N24°20'20"E N18°39'54"E				LINE/CURVE L54	LENGTH 155.57'	BEARING N26°11'29"W	RADIUS	CHORD	CHORD DIS	L63
L26 L27	23.09' 34.56'	N32°16'03"E N43°52'58"E				C6 L29	32.33'	S70°25' <b>3</b> 4"E	137.50'	S85°24'41"E	71.11'	L64 L65 L66
L28 C5	27.08'	N59°50'14"E	137.50'	N69°43'12"E	47,20'	L30 L31	73.72' 67.89'	S65°30'31"E S68°08'19"E				C10 L84
L54 C9 L61	155.57' 42.79'	S26°11'29"E S49°32'37"W	86.34'	S68°35'57"W	55.65'	L32 L55	29.44' 54.88'	S64°03'46"E S16°23'55"W	· .	· · ·	· · · · · · · · · · · · · · · · · · ·	
L01	42.79	349 32 37 W				L59 L60	62.04' 112.09'	N85°29'12"W S86°37' <mark>2</mark> 8"W			· · ·	
LINE/CURVE		BEARING	RADIUS	CHORD	CHORD DIST.	LINE/CURVE	LENGTH	LOT 9 BEARING	RADIUS	CHORD	CHORD DI	L76
L83 L84	22.87' 148.82'	N05°03'31"E N05°03'31"E	50.00'	NI4000C'47"E	12 57!	<i>LINE/CORVE</i> <i>L88</i> <i>L89</i>	54.99' 97.26'	N55°05'51"E N55°05'51"E	KADIUS			L74 C14
C11 L67 C12	80.77'	S75°55'07"E	50.00' 192.00'	N48°06'47"E S68°45'27"E	13.57' 47.87'	L03 L72 L73	22.75' 31.57'	S49°43'36"E S59°56'23"E				Addi
L87 L86	10.21' 103.74'	S17°11'23"W S17°11'23"W	792.00	500 4J Z7 L	47.07	L101	98.87'	N66°05'30"W	·			CURVE. C24
L80 L85 L82	76.19'	S17°11'23''W N57°31'07''W				L102	22.50'	N66°05'30"W				C25 
L81 L80	33.25' 44.44'	N66°16'06"W N72°57'27"W				L92 C22	22.50'	S14°12'22"E	12.50'	N74°42'57"W	12.31'	C27 C28
		PARK 1		i	<u> </u>	L91 L90	27.24' 25.98'	N45°13'32"W N61°23'12"W				C29
LINE/CURVE	LENGTH	BEARING	RADIUS	CHORD	CHORD DIST.	C16			50.00'	N22°55'18"W	20.09'	
L14 C3	49.45'	N50°26'13"E	77.50'	N77°35'39″E	70.75'	 	. 20' R/W H	awk Ridge Trail				L115
L15 L16	52.24' 44.95'	S75°14'55"E S68°30'41"E				LINE LINE	LENGTH 27.57	BEARING N77°29'58"W				
C4 L17	156.24'	N83°30'27"E	62.50'	S82°30'07"E	30.22'	L42 L43 L44	32.26 138.57'	N61°06'57"W N72°43'05"W				
L18 L108	21.36' 18.37'	N86°44'13"E S00°10'28"E			·	L45	33.98' 101.47'	N72°43'05"W S89°52'26"W	] /			Tract 3
		PARK 2	DADUUC	CUODD		L47	18.17'	S75° <b>3</b> 9'55"W			Je	effrey E. Kurlan 1388/393
LINE/CURVE L85 L86	LENGTH 76.19' 103.74'	BEARING N17°11'23"E N17°11'23"E	RADIUS	CHORD	CHORD DIST.		, ,			30'RW		
L80 L87 C13	105.74	N17°11'23''E	192.00'	S56°19'30"E	35.28'		·			See note 8	e Limi	ts of Phase I
L68 L69	18.62' 50.97'	S51°03'12"E S43°32'28"E	192.00	550 1950 L	55.20			Kurland	/ /	culverts	; x2	
L70 L71	53.10' 24.11'	S37°45'47"E N87°25'01"E				•		PB 17/Pg 8		L110		C25
L89 L88	97.26' 54.99'	S55°05'51"W S55°05'51"W								Ň		utilities
C15			50.00'	N77°42'09"W	68.44'	] Liebling				L13	(26	C27 C74
	Legen		ling Pg 321		Private Drive	780/778	•	e l		3		<u>C6</u>
	n Found (as ?" rehar set		Ĭ	Lot Private Di	Service Schedule		1	aved of i			28	Q.
	mputed Poi	nt (no iron set)	///// I	Hawk Ridge (20'/45' RO			#8					
		urveyed er Lines	•	Cherry Ridg (20' ROW	V) Lots 4, 5	5 & 6 30' R/V	see note #8			<b>W</b> boulde	r 1075	ي ب آي ب
	— R/Ŵ Abandon	ed		Vista Ridge (20' ROV	I Clote 7 (	8&9		3		19 Douide	0.501 Ac	res or हुन्
	. Q2				• exist.	3	y R/W see note	an Rd culverts		S.		0
	P.B. OWNTLIN	planter within R/W			10' gravel di	rive culvert	herry ( (45' R/W	Sap Ku %		96.23,		161
<b>~</b> '	000 00 15	3 25' btw planters	5	12 13	C2	14	o (see Note 19	9) 16	A A	<u>от</u> 4 0.500 Ас		от 0.500
<b>POII</b> 5/8" rel	nt "A" bar set				gravel	road	L18L1	19 120	pvc cond	existing	existing	
N 02°47 24.8		the planter	о.182 Acr	es 15		L17	58.17' L'108	140,42	81.18	5/8" rebar	3/4" rebar	یر 3/2 33' <u>50.73'</u>
gravel	existing 5/8" r	ebar 348 91' planter within 30		'37'46''W 5.18' (t)	<b>C</b> 4	existing 5/8" reb	ar	N89°08'19"V 	V	Pino		
	existing 5/8" re	bar	· -		Bokesc 2165/50					1954/577		°52'36"W 9.06' (t)
[Notes]	30' R/	<i>w approx.</i> 1 Therry Gap Rd. (To		ech Mtn. mair				<i>June 22, 2020 to show loca</i> ents to date.	ition of gravel	road and other		twalt 7/841
1. This is a fina	•	sion for Phase I, The Ridge I Nad '83 (2011) per ties to			•	-	r	ive Covenants <b>ar</b> e recorded ; Road Mai <b>n</b> tenance ag			nt	ν <sub>g</sub> C
3. This instrum	ment was tied to	North Carolina State Plane Irveyors, PLLC dated June 8	Coordinates	by GPS observation	n of NGS Monum	ent "Pinnacle" during	of flooding,	parcels are located in a Zone ) per the North Carolina Flo	odplain Mapp	oing Program.	annual chance	e Ih co
5. All lots are f	for single family r	-	•				16. All culve	" begins the 20' wide portic erts shown hereon are 18" ades do not exceed county		•	rd road & 18%	private drive) wi
be septic tar	nks. Individual lot	individual or shared wells s have not been approved a late chall drain to individu	by Appalachia	n District Health D	Department for se	•	to 18. Lots col	mply with Watauga County	Ordinance to	Govern Subdivisi	ions & Multi-Ui	hit Sructures
7. Developer l	has upgraded exi	e lots shall drain to individu isting "Private Road" from t et), to Watauga County Stal	the end of Tov	vn of Beech Mount		e to aforesaid property	Agreement	A" to "B" represent the lines t recorded in Book of Recor	ds <b>1776</b> Pa	nge <u>215</u> .		<u>/</u>
8. Existing "Pri	ivate Road" has a	reserved 30' Right-of-way P.B. 9, Pg. 068 and has be	to the north a	of centerline, ref. P.	-	d a 30' Right-of-way		<b>Urveyor's Certificat</b> Alexander W. Crowe, certify t		as drawn under m	y supervision.	
9. Access to C Town Counc	<i>Cherry Gap Road, cil at their regular</i>	a Town of Beech Mountair r meeting of October 8, 201	n public road,	has been approved	d by the minutes		(E th	Book 1218 , Pag <b>e</b> 89 ) from a nat the error of closure as calc nat the boundari <b>e</b> s not survey	an actual field s culated is not n	<i>Survey made unde Nore than 1:10,000</i>	r my supervisio ),	
10. Utilities to l	be underground.	· · ·	to f	ourteen. Eleven lo	ts were previous	<i>he number of lots from ly approved by the Wata</i>	eleven ar Iuga I f	nd that this map was prepare further certify th <b>a</b> t this survey	d in accordanc / creates a sub	e with G.S. 47-30 a division of land wit	is amended. Thin the	< 2
	NE	<b>WRIVE</b>		inty Planning Board	<b>a.</b>			rea of a county or municipalit arcels of land. Witness my or	-			
		ND SUF	* }VF\	<b>YING</b>				july2021// /////	h l	M	1	
									Alexander W.	Crowe, PLS L-5337		+ 4
1651	Highway	v 194 N, Boone	e, North	n Carolina	28607 ~	<b>~</b> (828) 268-	9779 Lic	cense # P-2146	5			
					· · · · · · · · · ·					, , , , , , .	· · · · · · · · · · · · · · · · · · ·	

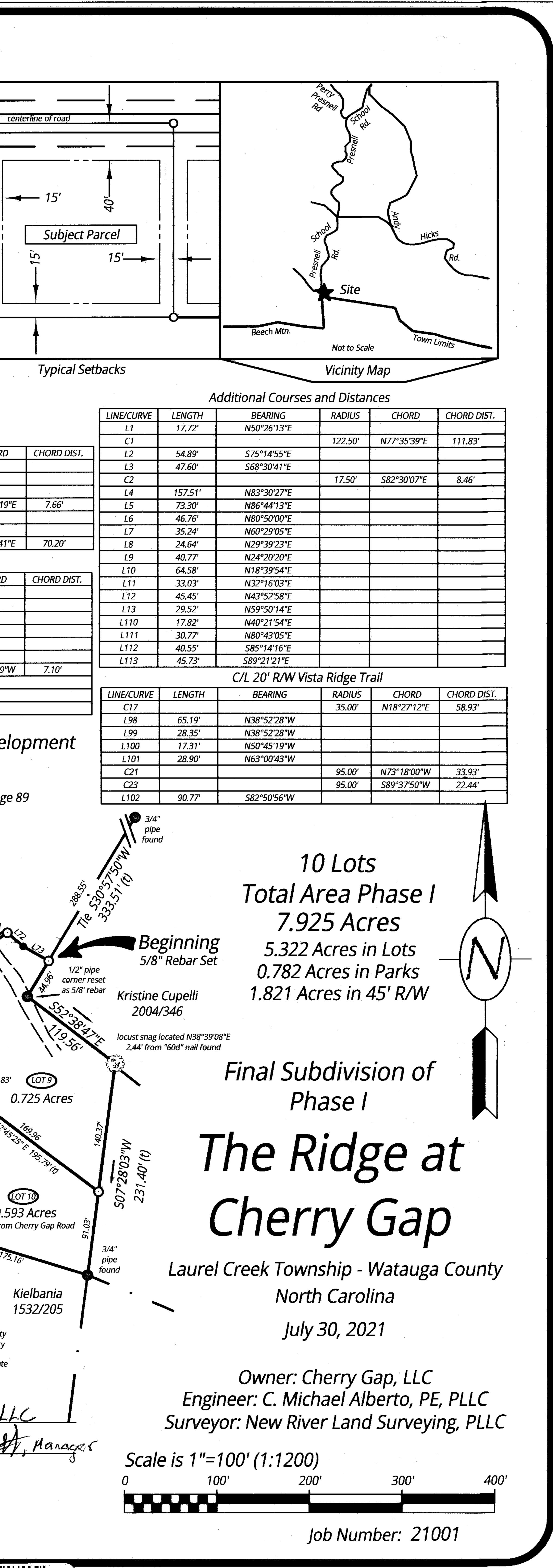




# I INTERATOR CLICATE TABLE

LOT 4 CHORD DIST BEARING LINE LENGTH RADIU (H()RI)N86°44'13"E N80°50'00"E N60°29'05"E S36°47'24"E 50.00' 56.31' N29°39'23"E N24°20'20"E S68°58'21"E 121.23 \_\_\_\_\_ S33°12'42"E L52 100.03 N00°10'28"W L108 LOT CHORD DIST. CHORD RADIUS **BEARING** ENGTH S89°21'21"E 67.49' 105.57' N89°15'14"E 74.46' N83°15'57"E 29.82' N64°19'16"E 23.08' N39°20'37'E N75°39'36"E 50.00' 33.79' \_\_\_\_\_ 148.82' S05°03'31"W 22.87' 505°03'31"W 26.04' N72°57'27"W N69°04'45"W 54.67' 47.65' N64°03'46"W N68°08'19"W 68.46' 74.62' N65°30'31"W 34.26' N70°25'34"W 182.50' N74°16'18"W 24.48' Iditional Courses & Distances Cont. LOT 10 CHORD CHORD DIST. RADIUS CHORD CHORD DIST. LINE/CURVE LENGTH BEARING RADIUS 87.55 N22°07'17"E **54.8**2' 124.07' N15°48'29"W 227**.50**′ N88°16'34"E 51.40' 17.35' N19°45'56"W 183.67 N69°08'53 66.46' 32,35' N27°40'05"W 182.50 70.52' N47°57'19"E 50.00' 3 162.50' N77°09'51"E 7 162.50' N60°15'26"E 47.55' S61°23'12"E 9.62' L74 48.00 20.85' S45°13'32"E 57.50' S82°50'41"E C18 BEARING LENGTH PARK 3 N84°26'17" 52.75' -----CHORD CHORD DIST. 51.30' N17°17'13"E LENGTH LINE BEARING RADIUS N16°23'55"E L55 54.88' 18.58' S64°03'46"E L33 58.17' S69°04'45"E L34 69.36' S72°57'27"E L35 27.18' S66°16'06"E L36 L37 19.27' S57°31'07"E 50.00' S01°32'59"W 83.12' N82°28'01"W L56 and N82°28'01"W 99.83' N85°29'12"W 12.47' L58 OPoint "B" Proposed Future Development Phase II / 5/8" rebar 45' R/W abandoned Cherry Gap LLC 🔬 culverts 🛛 see Note 19 L113 L114 C28 O Remainder BoR 1218 Page 89 PB 21 Pg 91 LOT 8 0.500 Acres 0.501 Acres Vista Ridge Trall 0.414 Acres LOT 6 502 Acres Cherry Ridge Trail 20' Private - no access lots 1-3 LOT 2 0.500 Acres 0.500 Acres 25.83' 1079 8 8 G 32,05 00 Acres aWk Dia existing end county 3/4" rebai standard begi private drive 72.93' ✓ N88°56'27"W area of stubbed up utility conduits N88°35'14"W LOT 10 Tillotson Carrick rebars 130.45' (t) 0.593 Acres found 2049/614 1078/167 access from Cherry Gap Road Park 4 N72°00'45"W 0.046 Acres Certificate of Approval for Recording 114.45' (t) N72°50'11"W [109 S 15°48'29" E 38.30'] I hereby certify that the subdivision plat shown heron has been found to comply with the Subdivision Regulations of Watauga County, North Carolina, 352.45' (t) with the exception of such variances, if any, as noted in the Minutes of the Planning Board and are recorded on the plat and that it has been appproved by the Watauga County Planning Board at their regular meeting of <u>4-19-21</u> for recording in the office the County Register of Certificate of Ownership and Dedication I (we) hereby certify that I am and (we are) the owner (s) of the property <u>/0-/9-}|</u> Date shown and described hereon, that the property is within the regulatory jurisdiction of Watauga County, and that I (we) hereby adopt this plan Way uga County Authorized Representative of subdivision with my (our) free consent, establish all lots, and dedicate all streets, alleys, walks, parks, easements, right-of-way, and other open spaces to public or private use as noted. <u>10/11/21</u> Date Cherry Gap. LLC Owner SEAL In PART, Manager L-5337 North Carolina--Watauga County 1, ENCAL when Soundy, Review Officer of Watauga County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording. VDER N. 10-19-2 Date Review Officer FILED Amy J. Shook Register of Deeds, Watauga Co, NC Fee Amt: \$21.00 Bk 28 344 (1) Pg

Recorded: 10/19/2021 at 01:30:40 PM | 712749 Doc No: 712749 Kind: PLAT



080123 BCC Meeting

# **The Beech Mountain Volunteer Fire Department**

PO Box 436 Beech Mountain, NC 28604-0436 828-387-4612 bmvfd@beechmountainvfd.org

**January 5, 2023** 

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

**RE: CHAGE IN FIRE DISTRICT MAP** 

Mr. Geouque,

The Beech Mountain Volunteer Fire Department hereby agrees to include the "Ridge at Cherry Gap" a 7.925-acre private development outside the Town of Beech Mountain municipal limits, Laurel Creek Township, Watauga County as depicted on the attached subdivision map dated July 30, 2021, into the Beech Mountain Fire District.

Please contact me in the event there are any questions.

Sincerely, -(2

Bob Pudney, Chief Beech Mountain Volunteer Fire Department

cc: Will Holt Chief Tim Barnett



Fall Creek Volunteer Fire Department 2525 Buckeye Rd. Elk Park, NC 28622

To Whom it may Concern,

Properties or parcels located at or within: **The Ridge at Cherry Gap subdivision, Cherry Gap Road, Beech Mountain.** Shall henceforth be under primary fire protection of **The Beech Mountain Volunteer Fire Department Inc.** Although aforementioned properties fall within the Fall Creek Vol. Fire Department district boundaries, road access by the aforementioned fire dept. is unattainable without travel through / or within The Beech Mountain Fire District. Being in agreement with all parties concerned, the properties aforementioned will be best serviced by The Beech Mountain Vol. Fire Department as primary with Fall Creek Vol. Fire Department providing Automatic Aid whenever applicable.

Michael Richardson Fall Creek VFD Chief

Date: 125/2023

Date: / / 2023

Bob Pudney The Beech Mountain VFD Chief

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#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### A. Request to Purchase John Deere Excavator

### **MANAGER'S COMMENTS:**

The Sanitation Department is requesting to purchase a new 2023 John Deere 160P LC FT4 Excavator on State Contract from James River Equipment, Inc., in the amount of \$257,870.

The new 2023 John Deere 160P LC FT4 Excavator will be used in the Transfer Station for the daily loading and removal of trash. Utilizing the new Excavator will optimize staff time, eliminate one Wheel Loader, and save the County \$83,460 in lieu of purchasing a new loader as budgeted.

Board approval is required to purchase a new 2023 John Deere 160P LC FT4 Excavator on State Contract from James River Equipment, Inc., in the amount of \$257,870.



# WATAUGA COUNTY

SANITATION DEPARTMENT

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

July 24, 2023

To: Deron Geouque, County Manager

From: Phillip Harrison, Operations Services Manager

Subject: John Deere 160P LC FT4 Excavator

Please see attached quote from James River Equipment, Inc., 288 Westgate Drive, Wilkesboro, NC 28697, for procurement of a new 2023 John Deere 160P LC FT4 Excavator at State Contract pricing.

- John Deere 160P LC FT4 Excavator; 48" Xtreme Smooth Bucket; Rockland Pro-link Hydraulic Thumb; Rubber Crawler Pads: **\$237,000.00**
- Extended Warranty: **\$4,000.00**
- Sales Tax: **\$16,870.00**

Staff requests Board approval to purchase a 2023 John Deere 160P LC FT4 Excavator in the amount of: **\$257,870.00** 

The new 2023 John Deere 160P LC FT4 Excavator will be used in the Transfer Station for the daily loading and removal of trash. Utilizing the new Excavator will optimize staff time, eliminate one Wheel Loader, also will save the county \$83,460 from buying a Excavator instead of purchasing a loader and reduce damage to the tipping floor.

Sufficient funds are available in the Sanitation Department's FY 2023/2024 budget to cover the costs associated with this purchase.

Please see enclosed quote including detail on the equipment purchase and let me know if you have any questions or concerns. Thank you in advance for your consideration.



	Quote Summ	ary				
Prepared For:						Prepared By:
Watauga County Sanitation NC		andrew	johnse		lames 28 Wilke Phone	Andrew Johnson River Equipment 8 Westgate Drive sboro, NC 28697 e: 336-973-8201 erequipment.com
USED EQUIPMENT: DISCLAIMER OF W purchased by the purchaser "AS IS" an seller makes no representation or warr including but not limited to warranties fitness for a particular purpose or othe the goods (Initial)	d "WITH ALL FAULTS ranty, express, or imp of merchantability of	", and blied, Las or E	Cre t Mod	Quote I eated O lified O ion Dat	n: n:	29210820 12 July 2023 21 July 2023 28 July 2023
Equipment Summary	Suggested List	Selling Price	<b>;</b>	Qty		Extended
JOHN DEERE 160 P-Tier Excavator	\$ 331,311.83	\$ 237,000.00	Х	1	=	\$ 237,000.00
Extended Warranty		\$ 4,000.00	Х	1	=	\$ 4,000.00
Extended Warranty, 160 P, Comprehensive, 4000 Total Hours or 60 Total Months, \$200 Deductible						
Sub Total						\$ 241,000.00
Equipment Total						\$ 241,000.00
	Quo	te Summary				
	Equ	ipment Total				\$ 241,000.00
	Sub	Total				\$ 241,000.00
	Sale	s Tax - (7.00%)	)			\$ 16,870.00
	Tota	I				\$ 257,870.00
	Dow	n Payment				(0.00)
	Ren	tal Applied				(0.00)
	Bala	ance Due				\$ 257,870.00



# **Selling Equipment**

Quote ld: 29210820

	JOHN DEERE 160 P-	Tier Exca	avator	
lours:				Suggested Lis
Stock Number:				\$ 331,311.83
				Selling Pric
				\$ 237,000.00
Code	Description	Qty	Unit	Extende
04D0FF	160 P-Tier Excavator	1	\$ 272,148.00	\$ 272,148.0
	Standard Options	- Per Unit	<b>*</b> • • • •	<b>A a a</b>
170K	JDLink™	1	\$ 0.00	\$ 0.0
0202	Destination Code - United States	1	\$ 0.00	\$ 0.0
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.0
0603	Level 3	1	\$ 4,515.00	\$ 4,515.0
1100	Rear Camera System	1	\$ 0.00	\$ 0.0
2000	Less Grade Reference Ready Mounts	1	\$ 0.00	\$ 0.0
4070	John Deere PowerTech PSS 4.5L meets FT4/EU Stage IV Emissions	1	\$ 0.00	\$ 0.0
5707	700 mm (28 in) Steel Track with Triple Semi-Grouser Shoes	1	\$ 0.00	\$ 0.0
6667	One Piece Boom w/Arm Cyl. and Plumbing	1	\$ 0.00	\$ 0.0
6719	Arm: Long	1	\$ 1,568.00	\$ 1,568.0
7001	Auxiliary High-Flow Lines with AFL and Auxiliary Relief Pressure Adjustment	1	\$ 5,238.00	\$ 5,238.0
7040	Less: Hydraulic Coupler Ready	1	\$ 0.00	\$ 0.0
7800	Less: Bucket	1	\$ 0.00	\$ 0.0
	Standard Options Total			\$ 11,321.0
	Dealer Attach	ments		
NA	48" Xtreme smooth bucket	1	\$ 6,900.00	\$ 6,900.0
NA	Pro-link thumb	1	\$ 11,500.00	\$ 11,500.0
DIS	STATE CONTRACT DISCOUNT	1	\$ 19,842.83	\$ 19,842.8
RP190-700	Rubber crawler pads	1	\$ 9,600.00	\$ 9,600.0
	Dealer Attachments Total			\$ 47,842.8
	Value Added S	ervices		
	Extended Warranty	1	\$ 4,000.00	\$ 4,000.0
	Value Added Services Total	_		\$ 4,000.0
	Suggested Price			\$ 335,311.8
	Customer Disc	ounts	<b>A A 1 A 1 A 1</b>	<b>A A A A A A A A A A</b>
Total Selling Pr	Customer Discounts Total		\$ -94,311.83	\$ -94,311.8 \$ 241,000.0



#### **Extended Warranty Proposal**

#### **PowerGard™ Protection Plan**

Deere Crawler								
Date : July 21, 202 Machine/Use Info		Plan Description	I	Price				
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200			
Equipment Type	Deere Crawler	Coverage:	Comprehensive	Quoted Price	\$ 4,000.00			
Model	160 P	Total Months:	60					
Country	US	Total Hours:	4000	Date Quoted	July 14, 2023			
MFWD/Tracks	Ν							
Scraper Use								
DELAYED PURCHASE pricin inspection/certification process Tractors, 24 months on Golf &	g (surcharged) is offered later s and must also past fluid testi	during the John Deere Basic Wang. The Total Months and Total all AG Harvesting and Sprayer e	d only early during the Deere ba arranty. Many PowerGard quote Hours listed above include the equipment, and 12 months/1000	s presented in the Delayed Pure John Deere Basic Warranty terr	chase Period will require			
PowerGard Prote	ection Proposal F	Prepared for:	I have been offere	ed this extended wa	arranty and			
Customer Name -	Please Print		✓ I ACCEPT the F	PowerGard Protectio	n			
			☐ I DECLINE the PowerGard Protection					
Customer Signatu	ire	á	If declined, I fully ur above is not covere component failures period provided by	d for repair expens beyond the origina	es due to			

**Note** : This is <u>not</u> a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

#### What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

#### What PowerGard Protection is not :

PowerGard Protection is <u>not insurance</u>. It also does not cover routine maintainance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



#### Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

#### MISCELLANEOUS ADMINISTRATIVE MATTERS

B. UNC School of Government Development Finance Initiative (DFI) Brookshire Housing Project Request to Exempt the Project per G. S. 143-64.32

# **MANAGER'S COMMENTS:**

As part of the proposal with the UNC School of Government Development Finance Initiative (DFI) the Board adopted in December 2022, a review of the development of the Brookshire Housing Project is underway and requires the hiring of an architect to continue forward.

North Carolina General Statute 143-64.31 requires the hiring of architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services to be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. However, NCGS 143-64.32 allows for an exemption on the above requirement in writing when an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000).

UNC DFI estimates the cost for services to be less than the \$50,000 and due to the specialty of this project would recommend the County exempt the project per NCGS 143-64.32.

Board action is required to exempt the Brookshire Housing Project per NCGS 143-64.32.

# § 143-64.32. Written exemption of particular contracts.

Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)

#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

C. Request to Re-Schedule the Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant Relief Program Project (CDBG\_CV)

# **MANAGER'S COMMENTS:**

The County was awarded the Community Development Block Grant – COVID (CDBG-CV). One of the conditions of the CDBG-CV grant requires the County to schedule a public hearing for the closeout of the grant. High Country Council Governments requested the hearing be scheduled for August 1, 2023. As such, staff was required to submit the ad to the paper prior to the Board meeting. However, the Watauga Democrat staff did not publish the notice in the paper.

Therefore, staff is requesting the Board reschedule the public hearing for the closeout of the Community Development Block Grant – COVID (CDBG-CV) for August 15, 2023.

#### WATAUGA COUNTY TO HOLD PUBLIC HEARING

Watauga County is seeking to closeout its 2020 Community Development Block Grant COVID Relief Program #20-V-3520. The CDBG-CV project provided assistance with mortgage/rent, utilities, food, internet, and mental health services to more than 115 low-income homes in Watauga County affected by COVID-19.

A public hearing is scheduled for Tuesday, August 15, 2023 at 5:30 pm in the Commissioner's Board Room located in the Watauga County Administration Building at 814 West King Street, Boone, NC. All interested citizens are invited to attend.

This information is available in Spanish or any other language upon request. Please contact Anita Fogle at (828) 265-8000 or at 814 West King Street, Suite 205, Boone, NC to accommodate this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Anita Fogle al (828) 265-8000 o en 814 West King Street, Suite 205, Boone, NC de alojamiento para esta solicitud.

Hearing impaired persons desiring additional information or having questions regarding this subject should call Relay North Carolina at 711 or (800) 735-2962.

# **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### D. Proposed Human Services Parking Lot Agreement with Appalachian State University

# **MANAGER'S COMMENTS:**

At the last Board meeting, discussion included the current lease with Appalachian State University. Staff is seeking clarification of the one (1) year lease being approved with the County Manager to contact ASU regarding an increase in the lease amount and terms.

Staff seeks clarification from the Board.

#### WATAUGA COUNTY, NORTH CAROLINA

and

APPALACHIAN STATE UNIVERSITY

#### **USE AGREEMENT**

**THIS USE AGREEMENT** ("Agreement"), made and entered into as of the second signature below ("Execution Date") by and between Watauga County ("County"), and Appalachian State University, a constituent institution of the University of North Carolina ("University"). Watauga County and Appalachian State University may each be referred to herein individually as a "Party" or collectively as the "Parties."

#### WITNESSETH:

**WHEREAS,** Appalachian State University desires to utilize the parking lot at 132 Poplar Grove Road Connector as set forth below;

**WHEREAS,** the Board of County Commissioners has resolved to allow Appalachian State University use of the parking lot at 132 Poplar Grove Road Connector for the term set forth below; and

**NOW, THEREFORE,** subject to the terms and conditions hereinafter set forth, said County does hereby agree to allow University to use parking spaces marked by lines in paved lots in the parking lot located at 132 Poplar Grove Road Connector, Boone, lying and being in Watauga County, North Carolina.

The terms and conditions of this Agreement are as follows:

- <u>TERM</u>: The Parking lot located at 132 Poplar Grove Road Connector shall be available to University for the pre- and postgame events during the 2023 football season. Such dates and times shall be determined in accordance with University's football schedule. Notice of game dates and times shall be provided to the County prior to the event. The term of this Agreement shall extend from September 1, 2023 through December 15, 2023.
- 2. <u>PAYMENTS:</u> University shall pay to the County for the use of said lot the sum of Five Thousand Dollars (\$5,000) in one lump sum payment, annually, for the use of the premises. Such payment shall be made every year before the start of the first event. The University shall be responsible for providing security on the dates of use during the term of this Agreement and for removing all unauthorized vehicles. University is responsible for ensuring that no individuals shall enter any structures or buildings located on the premises. County shall provide a parking pass to each individual who pays for the use of the parking facilities, which shall include indemnification language. University shall also provide portajohns for use at the lot on event dates.
- **3.** <u>USE OF PREMISES:</u> The premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the premises. University agrees there shall be no tailgating, no consumption of alcohol, no open flame, and no picnicking at the parking lot

1

located at 132 Poplar Grove Road Connector. The University shall only use the agreedupon space for the parking of vehicles for the football game festivities and for the purposes as set forth above, and shall be responsible for providing employees of the University who will secure the premises, the occupants, and the property during the time period of this Agreement and until the property is vacated by any and all persons, vehicles, or remnants of use by University, its sub-University, assigns and authorized or unauthorized users. Upon the end of this Agreement, University shall return the premises to an equal to or better-than condition than it was as of the start date of the Agreement. Specifically, the University shall be responsible for towing unauthorized users of the space. University shall bear the sole cost of removal and towing for any vehicle left on the premises at the termination of the Agreement.

- 4. <u>ALTERATIONS</u>: The University shall not paint or decorate the premises or make any alterations, additions or improvements in or to the premises without the County's prior written consent, and then only in a workmanlike manner using materials and contractors approved by the County. All such work shall be done at the University's expense and at such times and in such manner as the County may approve. All alterations, additions, and improvements upon the premises, made by either the County or the University, shall become the property of the County and shall remain upon and become a part of the premises at the end of the use.
- 5. <u>INDEMNIFICATION:</u> To the extent permitted by law, University agrees to indemnify and hold harmless County from any liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract. The parties to this Agreement agree that nothing in this Agreement constitutes a waiver of University's sovereign immunity, and that University's obligations in this paragraph shall be limited to the extent and manner of recovery provided in North Carolina's State Tort Claims Act, N.C. Gen. Stat.§ 143-291, *et. seq.*
- 6. **INSURANCE:** University represents and warrants that it is self-insured with respect to tort claims and shall remain self-insured therefor to the extent permitted by North Carolina law for the entire term of this Agreement. A certificate of insurance shall be provided to the County upon request.
- 7. **DESTRUCTION OF OR DAMAGES TO PREMISES:** If the premises are destroyed by storm, fire, lightening, earthquake or other casualty, or if the spaces become unavailable or unusable for any reason whatsoever, this Agreement shall terminate as of the date of such destruction or unavailability and Agreement shall be accounted for as between the County and the University as of that date. If the premises are damaged, but not wholly destroyed by any such casualties, payment shall abate in such proportion as effective use of the premises has been affected.
- 8. <u>GOVERNMENT ORDERS:</u> University agrees to comply promptly with all requirements of any legally constituted public authority made necessary by reason of University's use of the premises or any other person/entity's use of the premises on University's behalf. In the event a governmental authority, private action, or any other event occurs, which imposes a requirement upon the County, which would result in a hardship to County to remedy, the County may declare this Agreement void and the term of this Agreement shall cease.
- 9. <u>EVENTS OF DEFAULT</u>: The happening of any one or more of the following events (hereinafter any one of which may be refe1red to as "Event of Default") during the term of

this Agreement, shall constitute a breach of this Agreement on the part of the University;

- (a) University fails to make payments as provided for herein;
- (b) University fails to comply with or abide by and perform any other obligation imposed upon University under this Agreement; or any unlawful or unauthorized use of the premises occurs, as set forth in paragraph above, entitled "Use of Premises."
- (c) A permanent receiver is appointed for University's property and such receiver is not removed within sixty (60) days after written notice from County to University to obtain such removal;
- University, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the payment or any part thereof is, or is proposed to be reduced or payment thereof deferred;
- (e) University makes an assignment for benefit of creditors;
- (f) Any other violation of the terms and conditions of the Agreement.
- **10.** <u>**TERMINATION**</u>: Either Party to this Agreement may terminate this Agreement at any time, and for any reason, by providing thirty (30) days notice to the other party.
- 11. <u>COUNTY'S ENTRY OF PREMISES</u>: At any time during University's use, County or any representative of County may enter the premises to inspect the premises, exhibit it to prospective University/Purchasers, and to make repairs.
- 12. <u>NOTICES:</u> All notices required or permitted under this Agreement shall be in writing and shall be personally delivered to or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to University shall be delivered or sent to the address shown at the beginning of this Agreement with a copy sent to Appalachian State University, Office of General Counsel, Attn: General Counsel, ASU Box 32126, Boone, North Carolina 28608-2126.
- **13. NO BAILMENT CREATED:** No bailment is created by this agreement, and County assumes no liability, whatsoever, for any vehicle, any person located therein, any personal property on the premises, or any item in a vehicle, or any person being in or parked on the premises except to the extent that any such damage or injury occurs due to the negligence or intentional acts of County or its officers, employees or agents. Nothing in this Agreement shall constitute a waiver of the County's governmental immunity.
- 14. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Agreement may not be modified except by a writing signed by all of the parties hereto. This Agreement shall supersede any prior agreement made between the parties, relating to the subject matter of this agreement, whether oral or in writing.

- **15. NONWAIVER:** Failure of the County to insist upon strict compliance with the Agreement at any point shall not be construed as a waiver of any terms contained in his Agreement or prohibit full enforcement of the rights contained in the Agreement herein.
- 16. <u>ASSIGNMENT:</u> The University shall not assign this Agreement or sublet the premises in whole or in part.

#### 17. GENERAL RULES AND REGULATIONS:

- (a) No boats, trailers, or campers shall be parked in the parking area;
- (b) No trash or personal property shall be left on the property. University Agreements the spaces as designated herein only. Any trash, vehicles or personal property left on the premises will be removed at the University's expense.
- (c) Portable toilet facilities shall be provided by the University at its sole expense in both parking lot locations in amounts sufficient for the comfort of those utilizing the premises.

**IN TESTIMONY WHEREOF,** the said parties of the first and second part herein, have hereunto set their hands and affixed their seals, the day and year first above written.

#### WATAUGA COUNTY

#### APPALACHIAN STATE UNIVERSITY

By: Deron Geouque County Manager By: Doug Gillin Director of Athletics

Date Signed

Date Signed

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#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### E. Boards and Commissions

# **MANAGER'S COMMENTS:**

#### Watauga County Library Board

The Watauga County Library Board recommends the appointment of Ms. Candice Trexler to replace Dr. Scott Elliott who resigned. If appointed, Ms. Trexler would fill the un-expired term which will end in August 2024. This is a first reading and, therefore, no action is required at this time.



July 18, 2023

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

Dear Mr. Turnbow:

At the regular meeting of the Watauga County Library Board on July 13, 2023, board members voted unanimously to recommend to Watauga County Commissioners that Candice Trexler be appointed to the Watauga County Library Board to replace Dr. Scott Elliott who resigned earlier this year during his second term. His second term would have ended August of 2024 so Candice would be eligible to then begin a first term.

Candice has been a Librarian at Hardin Park School for many years and has also been instrumental in recent school – library partnerships.

Please approve the recommendation of the library board, and notify Candice and me of this reappointment. Thanks to you and all of the commissioners for your continued support of our library. Candice resides at 124 Hawks Nest Drive, Boone, NC 28607.

Sincerely,

Max Ruthless Watauga County Library Board Chair

cc: Monica Caruso Watauga County Librarian

> Tammy Holston Interim Regional Director of Appalachian Regional Libraries/Finance Officer

# MISCELLANEOUS ADMINISTRATIVE MATTERS

#### F. Announcements

# **MANAGER'S COMMENTS:**

The 116th NCACC Annual Conference will be held August 24-26, 2023, in Wake County at the Raleigh Convention Center. Visit <u>https://www.ncacc.org/events-training/annual-conference/</u> for more information. Please let Anita know if you plan to attend.