

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

**TUESDAY, JULY 17, 2018  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 19, 2018, Regular Meeting June 19, 2018, Closed Session		1
	3	APPROVAL OF THE JULY 17, 2018, AGENDA		9
5:35	4	SOCIAL SERVICES MATTERS	MR. TOM HUGHES	
		A. Vehicle Bid Award Request - Subaru		11
		B. Proposed NC Department of Health and Human Services (DHHS)/County Memorandum of Understanding (MOU) Pursuant to G. S. 108A-74		21
		C. Request to Change the Name of the Social Services Advisory Board		47
5:40	5	PROPOSED MCLAURIN PARKING AGREEMENT	MR. JOE FURMAN	53
5:45	6	MAINTENANCE MATTERS	MR. ROBERT MARSH	
		A. Vehicle Bid Award Request - Work Van		63
		B. Vehicle Bid Award Request - Pickup Truck		77
5:50	7	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		91
		B. Refunds & Releases		93
5:55	8	BLUE RIDGE RESOURCE CONSERVATION & DEVELOPMENT FUNDING REQUEST	COMMISSIONER TURNBOW	99
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Resolution Supporting The Naming of The U.S. Highway 221/U.S. 421 Overpass In The Deep Gap Community In Honor of Sergeant Dillon C. Baldrige		107
		B. Community/Recreation Center Request		109
		C. Proposed Contract for Phase II of the Public Safety and Emergency Communications Systems Comprehensive Study		113

TIME	#	TOPIC	PRESENTER	PAGE
		MISCELLANEOUS ADMINISTRATIVE MATTERS (CONTINUED)	MR. DERON GEOUQUE	
		D. Proposed Renewals of Maintenance Agreements		117
		1. VESTA		
		2. Console Infrastructure		
		3. Fixed Equipment		
		4. Subscribers		
		5. Centerline Maintenance		
		E. Proposed Lease with Tourism Development Authority (TDA)		133
		F. Out-of-State Travel Request – Sanitation		141
		G. Vehicle Bid Award Request - Fire Marshal Truck		143
		H. Appointment of the North Carolina Association of County Commissioners’ (NCACC) Annual Conference Voting Delegate		159
		I. Boards and Commissions		161
		J. Announcements		167
6:05	10	PUBLIC COMMENT		168
7:05	11	BREAK		168
7:10	12	CLOSED SESSION		168
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Land Acquisition – G. S. 143-318.11(a)(5)(i)		
		Personnel Matters – G. S. 143-318.11(a)(6)		
7:25	13	POSSIBLE ACTION AFTER CLOSED SESSION		168
7:30	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 19, 2018, Regular Meeting

June 19, 2018, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 19, 2018**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 19, 2018, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:** John Welch, Chairman  
 Billy Kennedy, Vice-Chairman  
 Jimmy Hodges, Commissioner  
 Larry Turnbow, Commissioner  
 Perry Yates, Commissioner  
 Andrea Capua, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:31 P.M.

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the June 5, 2018, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 5, 2018, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 5, 2018, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the June 19, 2018, agenda.

County Manager Geouque requested to add a capital improvement request from Caldwell Community College to Miscellaneous Administrative Matters and Land Acquisition, per G. S. 143-318.11(a)(5)(i) to closed session.



Commissioner Hodges, seconded by Commissioner Yates, moved to approve the June 19, 2018, agenda as presented.

VOTE: Aye-5  
Nay-0

## **SOCIAL SERVICES MATTERS**

### ***A. Social Worker Out-of-State Travel Request***

Mr. Tom Hughes, Director of Social Services, stated that due to a court order received on May 5, 2018, one or some of the County's social workers must travel to South Carolina to conduct home visits. The Judge ordered a minimum of three visits; however, it is anticipated that additional visits may be required. Adequate funds are budgeted in the Social Services budget to cover travel expenses.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to authorize the out-of-state travel to South Carolina for the County's Social Services Department as mandated through a court order.

VOTE: Aye-5  
Nay-0

### ***B. Proposed NC Department of Health and Human Services (DHHS)/County Memorandum of Understanding (MOU) Pursuant to G. S. 108A-74***

Mr. Tom Hughes presented a proposed Memorandum of Understanding (MOU) with the North Carolina Department of Health and Human Services. Mr. Hughes shared extensive background information including that the sanction powers have been in place; however, the State now wants counties to sign the MOU as an official document. Mr. Hughes stated that Attachments 1-10 of the MOU however are new. He shared concerns as they include across-the-board percentages related to performance requirements that are too high for counties the size of Watauga to meet. Mr. Hughes indicated that if the Department of Social Services did not meet the standards as set forth, the County would receive calls. Mr. Hughes stated that he was not recommending the Board sign or not sign the MOU; however, if it was signed, Mr. Hughes indicated that he planned to ask for additional staff. Mr. Hughes did recommend the Board of Commissioners remove "Advisory Board" from the title of the Social Services Board.

Mr. Hughes stated that other counties were signing the MOU with reservations and some were including an additional signed form which included wording which added additional protection for the County.

County Manager Geouque stated that the ratios the State was putting into place wouldn't work everywhere and that he would be cautious to add positions because of the MOU alone. The County Manager stated that you cannot staff a Department for worse case scenarios.

Chairman Welch tabled further discussion to allow the County Attorney to review the documents and gather more information.

**PROPOSED ACCEPTANCE OF CLEAN WATER MANAGEMENT TRUST FUND (CWMTF) GRANT FOR WETLANDS CONSTRUCTION ON BROOKSHIRE ROAD**

Mr. Joe Furman, Planning and Inspections Director, stated that in December 2017, an application was submitted by the County, as prepared by Blue Ridge Environmental Consultants (BREC), for a Clean Water Management Trust Fund (CWMTF) grant to construct wetlands on County owned property located on Brookshire Road at the Soccer Complex.

The County has received notice that the grant was awarded in the amount of \$365,000 with all matching funds to come from donation of easements, in-kind services, and BREC (private funds).

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the grant from the Clean Water Management Trust Funds in the amount of \$365,000.

VOTE: Aye-5  
Nay-0

**TAX MATTERS**

***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2018. The report was presented for information only and, therefore, no action was required.

***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for May 2018 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Refunds and Releases Report for May 2018 as presented.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Audit Contract***

County Manager Geouque stated that Ms. Misty Watson, the County's current auditor, submitted a letter of resignation. Ms. Watson is in good standing with the County however, she is choosing to pursue alternative business opportunities. Due to time constraints and the requisite to start and

complete the fiscal year audit; County staff requested the departing audit firm provide a recommendation on a possible replacement. Many auditing firms are engaged and are unable to provide services due to current obligations and schedules.

Ms. Watson recommended Gould Killian, CPA Group, P.A., who has submitted a proposal for the County's audit in the amount of \$47,500 for the financial statement audit and compliance audit on up to two major programs. An additional charge of \$4,900 for agreed-upon procedures plus \$2,350 for each additional major program over the two included in the \$47,500 base price will be charged.

The County Manager stated that he has personally met with and vetted the new firm. Reference checks have been made with high marks and 100% satisfaction rates being given by current counties and towns. Staff has contacted the North Carolina State Auditor's Office for their input with no response to date. Regarding the fire contracts which is currently \$750 per fire department, staff will review the current contracts and determine if these procedures can be done internally.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the audit contract with Gould Killian, CPA Group, P.A., in the amount of \$47,500 for the financial statement audit and compliance audit on up to two major programs with an additional charge of \$4,900 for Agreed-Upon Procedures plus \$2,350 for each additional major program over the two included in the \$47,500 base price.

VOTE: Aye-5  
Nay-0

***B. Caldwell Community College & Technical Institute (CCC&TI) Capital Improvement Request***

County Manager Geouque stated that the bids for the Student Center on the Watauga Campus of Caldwell Community College and Technical Institute (CCC&TI) came in \$651,534 over budget. The County Manager stated that Dr. Mark Poarch, President of CCC&TI, has requested the County release funds budgeted for CCC&TI capital needs. County Manager Geouque stated that there is approximately \$302,000 in the fund and this is the intended purpose of the funds.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to release all available funds set aside for Caldwell Community College and Technical Institute capital improvement projects as requested.

VOTE: Aye-5  
Nay-0

***C. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate***

County Manager Geouque stated that the North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 23-25, 2018, in Catawba County. Each

county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due by August 17, 2018.

Chairman Welch tabled the appointment of a delegate to allow for Board members to check calendars prior to making a commitment to attend the meeting.

#### ***D. Boards and Commissions***

County Manager Geouque presented the following Boards and Commissions appointments for consideration:

##### *Appalachian Regional Library*

The Appalachian Regional Library Board recommends that Ms. Ala Sue Moretz be reappointed to the Appalachian Regional Library Board to fill a second term.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Ms. Ala Sue Moretz to the Appalachian Regional Library Board.

VOTE: Aye-5  
Nay-0

##### *Watauga County Public Library*

The Appalachian Regional Library Board recommends that Dr. Mary Reichel be reappointed to the Watauga County Public Library local board to fill a second term.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Ms. Mary Reichel to the Watauga County Public Library Board.

VOTE: Aye-5  
Nay-0

##### *Economic Development Commission*

Ms. Pat Parish and Mr. Tim Hodges terms on the Economic Development Commission (EDC) expire in June. Ms. Parish resigned from the EDC in May. Therefore, her slot will need to be filled. Mr. Hodges has completed one term, is eligible for a second term, and is interested in being reappointed. A volunteer application was presented from Ms. Angela Weaver who is interested in serving on the EDC. Both terms are for three years. The EDC will not meet again until July.

Commissioner Turnbow, seconded by Commissioner Yates, moved to recuse Commissioner Hodges from action involving Mr. Tim Hodges due to family relations.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to reappoint Mr. Tim Hodges to the Economic Development Commission (EDC).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to bring Commissioner Hodges back into discussions.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Ms. Weaver to the Economic Development Commission (EDC).

VOTE: Aye-5  
Nay-0

### ***E. Announcements***

County Manager Geouque announced the following:

- The 111th NCACC Annual Conference will be held August 23-25, 2018, in Catawba County. The following website: [www.ncacc.org/AnnualConference](http://www.ncacc.org/AnnualConference) was given for additional information.
- The first regular meeting in July has been cancelled; therefore, the next Board of Commissioners Meeting will be held on Tuesday, July 17, 2018, at 5:30 P.M.

Vice-Chairman Kennedy announced the High Country Chapter Military Officers Association and the Town of Boone will hold a formal dedication of the Watauga County Veterans Memorial on July 4, 2018, at 9:45 A.M. at Boone Town Hall.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

At 6:30 P.M., Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Personnel Matters, per G. S. 143-318.11(a)(6), and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 7:15 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:15 P.M.

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 17, 2018, AGENDA**

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**AGENDA ITEM 4:**

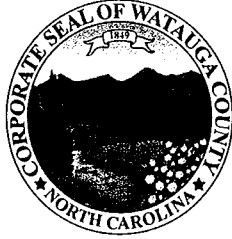
**SOCIAL SERVICES MATTERS**

***A. Vehicle Bid Award Request - Subaru***

**MANAGER'S COMMENTS:**

Mr. Tom Hughes, Social Services Director, will present bids for a 2018 Subaru Forester. Four companies were solicited with three responses received. Jim Armstrong Subaru was the lowest responsive bidder in the amount of \$22,769. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Staff recommends the Board award the bid to Jim Armstrong Subaru for a 2018 Subaru Forester in the amount of \$23,458.07 which includes tax and tag.



*Watauga County*  
*Department of Social Services*

SOCIAL SERVICES BOARD  
Lynn Patterson Chair  
Sharon Breitenstein, Vice Chair  
Jimmy Hodges  
Dawn Ward  
Mary Smalling

132 POPLAR GROVE CONNECTOR – SUITE C  
BOONE, NORTH CAROLINA 28607  
Telephone 828-265-8100  
TDD 1-800-735-2962  
Voice 1-800-735-8262  
Fax 828-265-7638

Tom Hughes  
Director

July 10, 2018

Mr. Deron Geouque, County Manager  
Ms. Misty Watson, Finance Director

Please see attached bids collected for purchase of 2018 Subaru Forester. Vehicle will be used for Social Services purposes, predominantly for social worker functions.

Thank you for your support.

Respectfully submitted by:

A handwritten signature in cursive script that reads "Tom Hughes".

Tom Hughes, DSS Director

**FY 18-19**

**Requested:**

NEW Subaru Forester 2.5i  
Base model  
Automatic Transmission  
Cloth seating  
Standard wheels  
White or Silver  
Fleet Pricing  
Delivery to Boone  
Watauga County will do our own title/tag/tax

**Dealers Contacted:**

Jim Armstrong Subaru, Hickory  
888-473-5428  
Mike Houser  
**\*Quote Received\* - \$22,769.00**

Tindol Subaru, Gastonia  
877-445-6763  
Gordon Haygood  
**\*Quote Received\* - \$22,950.00**

Modern Subaru, Boone  
888-693-1304  
John Campbell  
**\*Quote Received\* - \$23,318.00**

Randy Marion Subaru, Mooresville  
888-590-0860  
Spoke to Adam, said he would send a quote  
**\*NO Quote Received\***

All salesmen told me they do not yet have pricing for a 2019 Forester, so all three quotes are for a new 2018 Forester.



# JIM ARMSTRONG SUBARU



3321 HWY 70 SW • HICKORY, NORTH CAROLINA 28602  
TELEPHONE (828) 322-0072 • FAX NO. (828) 322-4315

*Mike Houser*

*2018 Forester 2.5 Automatic*

<i>22,270</i>	<i>Sell</i>
<i>499</i>	<i>Admin</i>
<hr/>	
<i>22,769</i>	<i>Out the Door</i>



**Jon.Logan**

---

**Subject:** FW: RE: 2018 Forester

---

**From:** mike houser [mailto:mikehouser17@yahoo.com]

**Sent:** Friday, July 06, 2018 3:38 PM

**To:** Jon.Logan

**Subject:** Re: RE: 2018 Forester

That is my best price on a 2018 delivered to Boone. I have no pricing on a 2019 model yet.

Thanks, Mike

On Friday, July 6, 2018, 3:19:00 PM EDT, Jon. Logan <[Jon.Logan@watgov.org](mailto:Jon.Logan@watgov.org)> wrote:

Thank you. Can you please confirm that the \$22,769 price you've quoted me for a 2018 includes delivery to Boone?

**Jon.Logan**

---

**From:** Gordon Haygood <gordon.haygood@tindolsubaru.com>  
**Sent:** Monday, July 09, 2018 6:26 PM  
**To:** Jon.Logan  
**Subject:** RE: 2018 Subaru Forester 2.5i

Hi Jon,

Yes that is the total delivery price for the vehicle to Boone.

Thanks,

Gordon Haygood

-----Original Message-----

**From:** Jon.Logan [mailto:Jon.Logan@watgov.org]  
**Sent:** Monday, July 09, 2018 2:10 PM  
**To:** Gordon Haygood <gordon.haygood@tindolsubaru.com>  
**Subject:** RE: 2018 Subaru Forester 2.5i

Thank you.

I just want to verify that this is the "out the door" price - no tax added, no other fees (we will do our own title and tax), and that this price includes delivery up to Boone.

Jon

-----Original Message-----

**From:** Gordon Haygood [mailto:gordon.haygood@tindolsubaru.com]  
**Sent:** Monday, July 09, 2018 1:57 PM  
**To:** Jon.Logan  
**Subject:** FW: 2018 Subaru Forester 2.5i

Hi Jon,

Please find the attached window sticker of a 2018 Subaru Forester 2.5i White/Gray cloth with vin ending: JH589830, that we have available for sale to you for \$22,950.00. Let me know if you have any questions, and thanks for the opportunity to serve you with your automobile business.

Sincerely,

Gordon Haygood  
Tindol Subaru  
1901 E Franklin Blvd  
Gastonia NC 28054  
704-884-0001 Office  
704-718-7192 cell

-----Original Message-----

**From:** copier@tindolford.com [mailto:copier@tindolford.com]  
**Sent:** Monday, July 09, 2018 12:34 PM

**FORESTER** VIN JF2SJAAC1JH589830  
 Model/Code 2018 SUBARU FORESTER 2.5I/JFB  
 Port/Assembly BRUNSWICK  
 Deliver by/Carrier TRUCK / 448



### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★  
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★★★  
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.  
 Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

### Protect Your Investment!

**Subaru Added Security®™**  
 The Only Extended Service Agreement Backed By Subaru

- Protection designed to fit your driving needs, up to 10 years/100,000 miles of coverage
- Maintenance plans also available
- We use Genuine Subaru replacement parts - only the best
- We use technicians trained by Subaru - those who know your vehicle best
- Towing, rental and trip interruption benefits available
- Transferable to the next owner

Ask your sales representative for more details  
 Accept nothing less than Added Security®

### STANDARD EQUIPMENT

#### SAFETY

Symmetrical All-Wheel Drive (AWD)  
 Vehicle Dynamics Control (VDC)  
 4-Wheel Disc Brakes with Brake Assist  
 Anti-Lock Braking System (ABS)  
 Electronic Brake-Force Distribution  
 Brake Override System  
 Driver's Side Knee Airbag  
 Subaru Advanced Frontal Airbag System  
 Front Seat Side (Pelvis/Torso) Airbags  
 Side-Curtain Airbags w/ Rollover Sensor  
 Anti-Theft Alarm & Immobilizer System  
 Daytime Running Lights  
 Whiplash Protection Front Seats  
 Safety Pedal System

#### PERFORMANCE AND EXTERIOR

2.5L Horizontally-Opposed DOHC Engine  
 17-Inch Steel Wheels w/ Center Caps  
 Variable Intermittent Windshield Wipers  
 Electric Power-Assisted Steering

#### COMFORT, CONVENIENCE & INTERIOR

Air Conditioning with Air Filtration System  
 6.2" Infotainment System with CD and HD Radio  
 STARLINK Smartphone Connectivity/Apps  
 USB Port with iPod Connectivity  
 Bluetooth Hands-Free Phone Connectivity  
 Tilt/Telescopic Steering Wheel w/Bluetooth & Audio Switches  
 Cruise Control  
 Power Door Locks and Dual Power Mirrors  
 Remote Keyless Entry System  
 Power Windows with Driver's Auto-Up/Down  
 60/40 Split Fold-Down Rear Seatback  
 Color Multi-Function Display  
 Rear Vision Camera  
 12V Outlet In Dash, Console & Cargo Area

#### LIMITED WARRANTY/ROADSIDE ASSISTANCE

3 Years / 36,000 Miles Basic  
 5 Years / 60,000 Miles Powertrain  
 5 Yrs/Unlimited Mileage Rust Perforation  
 3 Yrs / 36,000 24/7 Roadside Assistance  
 See Owner Info Kit/Warranty For Details

### OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price	\$22,795.00
Exterior Color: Crystal White Pearl	
Lineartronic Continuously Variable Transmission	\$1,000.00
Full Tank of Gas	INCLD
Standard Option: 01	
Cross Bar Set Fixed Carrier	\$401.00
Mirror Compass w/ homelink	\$365.00
All Weather Floor Mats	\$81.00

### EPA DOT Fuel Economy and Environment

Gasoline Vehicle

**Fuel Economy**

**28** MPG  
combined city/hwy

26 city  
 32 highway

3.6 gallons per 100 miles

**You save \$250**  
 in fuel costs over 5 years compared to the average new vehicle.

SMALL SUVs cars range from 18 to 34 MPG. The best vehicle rates 136 MPGe.

**Annual fuel cost \$1,300**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **6**

Smog Rating (tailpipe only) **5**

This vehicle emits 315 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuel economy.gov](http://fuel economy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuel economy.gov**  
 Calculate personalized estimates and compare vehicles

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 0%  
 MAJOR SOURCES OF FOREIGN PARTS COUNTRY OF ORIGIN: ENGINE: JAPAN  
 TRANSMISSION: JAPAN

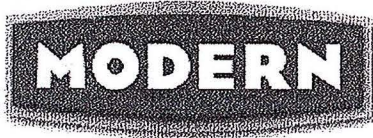
FOR THIS VEHICLE: FINAL ASSEMBLY POINT: OTA, GUNMA, JAPAN  
 COUNTRY OF ORIGIN: ENGINE: JAPAN  
 TRANSMISSION: JAPAN

CONTENT: JAPAN: 90%

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

Destination and Delivery \$915.00  
 Total Suggested Retail Price \$25,557.00

\*Apple is a registered trademark of Apple Inc. HomeKit is a registered trademark of Home International Inc. Bluetooth is a registered trademark of Bluetooth SIG, Inc. TomTom is a registered trademark of TomTom International B.V. Corporation. TORSEN is a registered trademark of JTEKT Torson North America Inc.



**SUBARU**  
of BOONE

**Purchase Options**

Customer Name	Watauga County	Deal Date	07/06/18 3:16PM
Address	814 WEST KING STREET STE 216 BOONE, NC 28607	Home Phone	(828) 265-8008
Email Address	TOM.HUGHES@WATGOV.ORG	Work Phone	(828) 265-8100
		Cell Phone	
Stock #	8N15557	VIN	JF2SJAAC2JH499926
Year	2018	Make	Subaru
Model	Forester	Trim	2.5i CVT
Odometer	5	Salesperson	John Campbell

**Trade Vehicles** Trade Value:

Trade Detail not available.

**Payment Options**

**Loan Details**

Market Value	\$	25,405.00
Savings	\$	2,087.00
Selling Price	\$	23,318.00
Rebate	\$	
Accessories	\$	
Adj. Sales Price	\$	23,318.00
Trade Value	\$	
Sales Sub Total	\$	23,318.00
Highway Use Tax	\$	
Invoicing & Services	\$	
State Fees	\$	
Trade Balance	\$	
Net Sale Price	\$	23,318.00
Non Tax Value Adds Balance	\$	
Cash Down	\$	
Amount Financed	\$	23,318.00

Value Adds (included in cost)

Extended Service Contract

\$ 0.00

Gap Protection

\$ 0.00

Maintenance Product

\$ 0.00

Value Adds Total \$ 0.00

Payment Option	Loan/Lease
Desired Payment	\$ _____
Cash Down	\$ _____
<input type="checkbox"/>	_____ Customer's Signature
<input type="checkbox"/>	_____ Manager's Signature



**SUBARU OF AMERICA  
Vehicle Invoice**

SUBARU OF AMERICA/EAST REGION  
3 EXECUTIVE CAMPUS, SUITE 170  
CHERRY HILL, NJ 08002

VIN: JF2SJAAC2JH499926  
Invoice Number: 114882160  
Invoice Date: 12/01/17  
P.O. Number: ||

Sold To: 400732  
MODERN SUBARU OF BOONE  
185 MODERN DRIVE  
BOONE, NC 28607 US

Financing Organization:  
WELLS FARGO BANK  
1451 THOMAS LANGSTON RD  
WINTERVILLE, NC 28590

Shipped To: 400732  
MODERN SUBARU OF BOONE  
185 MODERN DRIVE  
BOONE, NC 28607 US

Order Type: Wholesale

Item	Item Description	Manufacturing Suggested Retail	Dealer Cost
JFB WHC GRA	2018 Forester 2.5i CVT Crystal White Pearl Gray Option Package 01 Standard Model	\$23,795.00	\$22,455.00
FZ6 OGA 04Q QGM PGE BGA MGD STD	Protection Package #1 Luggage Compartment Cover Seat Back Protector Splash Guards Rear Bumper Cover All Weather Floor Mats Cargo Tray Standard Destination Charge	\$614.00      \$81.00 \$915.00	\$396.00      \$52.00 \$915.00
Total Vehicle Price Before Discount		\$25,405.00	\$23,818.00
Total Vehicle Price After Discount		\$25,405.00	\$23,818.00

HB 0476      FP 0220

Vehicle Identification	Engine Number	Key Code	Port	Curb Weight
JF2SJAAC2JH499926	YB98192	35052	Brunswick	3395.0

50 State Certified

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**AGENDA ITEM 4:****SOCIAL SERVICES MATTERS**

*B. Proposed NC Department of Health and Human Services (DHHS)/County Memorandum of Understanding (MOU) Pursuant to G. S. 108A-74*

**MANAGER'S COMMENTS:**

At the June 19<sup>th</sup> meeting the Board tabled action on the MOU with the NC Department of Health and Human Services. Mr. Tom Hughes, Social Services Director, presented the MOU with the NC Department of Health and Human Services for Board approval. The MOU is required per NCGS 108A-74. Counties are required to enter into annual written agreements for all social services programs other than medical assistance. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services program.

Staff seeks Board direction.

STATE OF NORTH CAROLINA

**DRAFT**

COUNTY OF WATAUGA

## **RESOLUTION**

**Regarding HB 630 Required Agreement  
Between the North Carolina Department of Health and Human Services (“DHHS”)  
and  
Watauga County, North Carolina (the “County”)  
the Watauga County Department of Social Services (“DSS”)**

### **WITNESSETH:**

**WHEREAS**, pursuant to N.C. Gen. Stat., § 108A-74, an Act of the North Carolina General Assembly, a written agreement between DHHS and all North Carolina counties must be entered into annually, and said Agreement must include specific mandated performance requirements and administrative responsibilities with regard to county social service programs; and

**WHEREAS**, N.C. Gen. Stat. § 108A-74 (a1)(3) recognizes that applying the same standards among counties with different demographics may be inequitable and therefore provides that the Agreement between DHHS and the respective counties may be standardized or “tailored to address issues in specific jurisdictions;” and

**WHEREAS**, DHHS has presented the County with a standardized Memorandum of Understanding (“MOU”) which is intended to comply with and serve as the mandatory Agreement referenced above; and

**WHEREAS**, DHHS is authorized and intends to withhold state and federal funds for a county’s failure to satisfy the mandated performance requirements or otherwise comply with the terms of the Agreement; and

**WHEREAS**, State-level and System level entities were given the opportunity to participate and provide input to DHHS prior to finalizing the MOU; however, neither the County nor DSS were given the same opportunity; and

**WHEREAS**, the MOU seeks to improve service delivery throughout the State, yet the terms do not make meaningful allowances for performance standards based on the County’s specific circumstances; and

**WHEREAS**, imposing the same criteria and mandatory benchmarks upon the County and DSS, as those North Carolina counties that have larger populations and various other demographics and resources, will place an undue burden on the County and DSS. Of particular concern is that this dynamic will cause the County and DSS to be vulnerable to losing funding, even if the slightest statistical error occurs, and no matter how diligent the County and DSS are in their efforts; and

**WHEREAS**, there are many factors that may negatively impact compliance over which DSS has no control including, but not limited to, state and federal funding from year to year, changing mandates, trends with drug use, court calendars, judges' rulings, appeals, and individual family dynamics; and

**WHEREAS**, the NCFAST system requires excessive amounts of administrative time and effort to be expended by Child Welfare social workers, which may compromise their ability to dedicate the time needed in the field, serving families; and

**WHEREAS**, DHHS relies significantly upon the NCFAST statewide system for both processing cases and data retrieval for determination of compliance; and the County is concerned about the ability of the NCFAST system to absorb and respond accurately with all aspects and programs of Social Services; and

**WHEREAS**, pursuant to the MOU, any compliance disputes arising from audits and monitoring are to be mediated by a DHHS Division Head, the absence of an impartial third-party to oversee any disputed findings leaving the County and DSS at an immediate disadvantage; and

**WHEREAS**, for the reasons set forth above, the County considers the MOU an "unconscionable contract" as defined by the N.C. Supreme Court in Brenner v. Little Red Sch. House Ltd., 302 N.C. 207 (1981); and therefore

**BE IT HEREBY RESOLVED** that:

1. For the reasons set forth above, the County and DSS have signed the MOU with reservation, attaching this Resolution as an addendum to the MOU;
2. For the reasons set forth above, the County and DSS respectfully request DHHS consider modifying the mandatory criteria and benchmarks imposed by the MOU to address issues specific to Watauga County and other smaller counties, in order to improve service delivery through realistic goals and objectives.
3. For the reasons set forth above, the County and DSS respectfully request DHHS to reconsider the oversight, compliance and enforcement process.

Respectfully Submitted:

WATAUGA COUNTY, a body politic of the State of North Carolina

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Deron Geouque, County Manager

WATAUGA COUNTY DEPARTMENT OF SOCIAL SERVICES

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Thomas Hughes, Directory

## FY 18-19 DHHS/County Agreement Final Draft Talking Points

5/31/2018

- Session Law 2017-41 requires all counties to enter into an annual written agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.
- The Department issued three previous drafts of this agreement to the NC Association of County Commissioners and the DSS Directors Association, as well as all county DSS directors. In response, these groups, along with other county representatives from across the state, provided lengthy and detailed feedback on the agreement and proposed performance requirements.
- The three growth measures in foster care are designed to show progress over time. DHHS considered similar feedback for two of the child support measures, however, these measures were not changed for a number of reasons:
  - Counties have been provided annual performance measures for Child Support Enforcement for a number of years. These county-specific performance measures are based on the counties prior years' performance.
  - The State of North Carolina draws down incentive dollars from the federal government based on performance in these five federal performance measures. 85% of those incentive dollars are sent to the counties based on their individual performance.
- The Department considered every comment received in developing this final draft of the agreement. Highlights of comments and subsequent changes made to the agreement in response to the feedback include:
  - Throughout the drafting process, many counties expressed concern over the formalistic nature of the written agreement. In an effort to compromise with counties on the format of this agreement, we have changed the name of the document from "Annual Written Agreement" to a "Memorandum of Understanding". While this change does not alter the binding nature of the agreement as is required by HB 630, we hope this change reflects the Department's commitment to working collaboratively with counties in providing social services the people of North Carolinians.
  - The Department recognizes the critical role it plays in engaging with other state-level and system-level partners to work towards improving the delivery of social services. To reflect this concept, under Section 13.0, the Department has add the following language: "The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety."
  - Multiple commenters expressed concern with the provision requiring the County to provide the name of any subcontractors within 30 days of execution of a contract. We have clarified that the subcontractors the Department wants to be notified about are

ones the county contracts with for the provision of an entire social services program. For example, several counties sub-contract with a third party to administer the county's child support program. The Department wants to know this information. In contrast, If a county sub-contracts with a third party to perform Employment and Training services related to the FNS Program, the Department does not need to know this information, because the entirety of the FNS program has not been subcontracted. Please also note that all that is required to be disclosed to the Department is the name of the subcontractor.

- Several commenters have still expressed confusion about who is required to sign the agreement. HB630 requires the County to enter into a written agreement with the Department. The agreement is between the Department and the County, not the County DSS. Each county shall decide who the appropriate authorized signatory should be. In some counties, it may be appropriate for that person to be the County DSS Director, and in others it may be the County Manager. However, it should be noted that the individual signing the agreement is providing a warranty that he or she has the authority to sign and bind the parties to the agreement (Section 16.0).
- The Department recognizes that these agreements, and specifically the required performance measurements, represent a new dynamic to the administration of social services in North Carolina. To that end, the Department has inserted language under Section 2.0 to indicate that no performance improvement plans or corrective action plans related to the performance measurements will be initiated until after January 1, 2019. During the first six months of this agreement, from July 1, 2018 until December 31, 2018, the Department will be providing counties with the results of the performance measurements. However, as stated, no steps will be taken against counties who are not meeting the prescribed levels until January 1, 2019. This will provide both the Counties and the Department with six months to work through any issues related to data collection, data entry and the operation of the technology systems utilized in the process. It will also allow the counties to have six months to work towards compliance of the performance measurements.
- In response to numerous comments related to training of county personnel, the Department has made the following changes:
  - The Department will publish an annual list of both required and recommended trainings for all county personnel administering social services programs
  - The Department will also provide counties with guidance on adequate staffing patterns
  - The Department has also inserted language in Section 13.0(4)(a)(ii) stating that not only will training be provided statewide, but that the Department will provide "timely and adequate" training to county personnel. We recognize that staff training is a critical component to the administration of social services and the Department is committed to working to increase the opportunities to counties across the state.

- The Department will make the commitment to publish a system-wide training calendar quarterly, not just semi-annually.
- We have also removed the provision under Section 14.0 related to the qualifications of county personnel. We recognize that staff qualifications is an HR matters more appropriately addressed outside of this agreement.
- All Performance Measurements will be tracked monthly and a report will be sent out to counties each month. More information will be forthcoming on the process, including specific dates on which the monthly report will be run and dispersed to counties.
- Several updates have been made to Attachment X, Corrective Action. The Department has included a specific process by which the relevant Division Director will review any disagreement submitted to the Department regarding a notice of non-compliance. In the event the Division Director sides with the County, the notice of non-compliance will be rescinded. If the Division Director makes a decision to proceed with the performance improvement plan, the parties shall work collaboratively to address the issues raised in the disagreement letter in the performance improvement plan.



**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
WATAUGA COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Watauga County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Watauga County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

## 2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

### 2.1 Default and Modification

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

**Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

## 3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

#### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

#### **5.0 Definitions**

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

#### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

## **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

## **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

## **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

## **10.0 Secretary's Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

## **11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

**12.0 Notice**

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

**For the Department of Health and Human Services, Division of Social Services**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

**For Watauga County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

**13.0 Responsibilities of the Department**

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
  - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
  - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
  - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
- i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
  - ii. Provide feedback to counties with recommended changes when necessary.
  - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
- i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
  - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
  - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
- i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
  - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
  - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
  - iv. Provide counties with a timely response to requests for technical assistance or guidance.
  - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
  - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
  - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
  - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

- e. Inter-agency Coordination:
  - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
  - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
  - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
  - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

(5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

#### **14.0 Responsibilities of the County**

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.
- (2) The County shall comply with the following administrative responsibilities
  - a. Staff Requirements and Workforce Development:
    - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
  - b. Compliance:
    - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
    - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
    - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
  - c. Data Submission:
    - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
    - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
  - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
- d. Communication:
- i. Respond and provide related action in a timely manner to all communications received from the Department.
  - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
  - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
  - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
  - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
  - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

## 15.0 Data Security and Reporting

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security



incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

**16.0 Miscellaneous**

**Choice of Law:** The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

**Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

**Watauga County**

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**North Carolina Department of Health and Human Services**

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

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

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - CPS Assessments**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - Foster Care**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	<b>System Performance Measure</b>	<b>Authority for the system performance measure</b>
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.  DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.  DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.  DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement  CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:  
Child Support**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:  
Energy Programs**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
<b>2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:  
Work First**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>2</b>	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>3</b>	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
<b>4</b>	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:  
Food and Nutrition Services**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
<b>4</b>	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:  
Adult Protective Services (APS)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)



**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:  
Special Assistance (SA)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:  
Child Care Subsidy**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

## **ATTACHMENT X— CORRECTIVE ACTION**

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

### **1. Non-Compliance with performance requirements or terms of the MOU**

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

### **2. Performance Improvement Plan**

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
  - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

### **3. Continued Non-Compliance**

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
  - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
  - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
  - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

### **4. Failure to Complete Corrective Action Plan/Urgent Circumstances**

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

\*\* In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

**AGENDA ITEM 4:**

**SOCIAL SERVICES MATTERS**

***C. Request to Change the Name of the Social Services Advisory Board***

**MANAGER'S COMMENTS:**

Mr. Hughes will request the Board change the name of the Social Services Advisory Board to the Watauga Board of Social Services. The Board may wish to seek clarification from the County Attorney regarding the name change. A previous Board of Commissioners abolished the Watauga County Board of Social Services and reconstituted the Board as the Social Services Advisory Board. The purpose of the change was for the Board of Commissioners to have more control over the Department of Social Services instead of an independent Board. Changing the name could possibly jeopardize the Board's authority over the Department of Social Services.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION**

**ABOLISHING THE WATAUGA COUNTY BOARD OF SOCIAL SERVICES  
AND ASSUMING AND CONFERRING UPON THE BOARD OF COMMISSIONERS  
ALL POWERS, RESPONSIBILITIES AND DUTIES OF THE WATAUGA COUNTY BOARD OF SOCIAL  
SERVICES PURSUANT TO NORTH CAROLINA GENERAL STATUTES 153A-76 AND 153A-77**

**WHEREAS**, North Carolina General Statutes 153A-76 and 153A-77 set out the authority of County Boards of Commissioners over commissions, boards and agencies; and

**WHEREAS**, the Watauga County Board of Commissioners states its intention to abolish the Watauga County Board of Social Services and assume and confer upon the Board of Commissioners all powers, responsibilities and duties of the Watauga County Board of Social Services; and

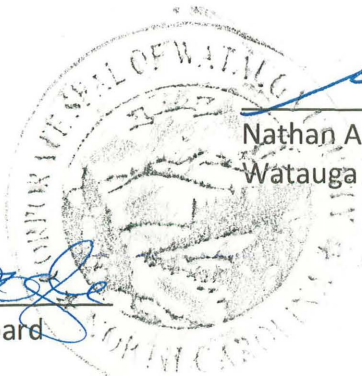
**WHEREAS**, the Watauga County Board of Commissioners may exercise the power and authority conferred by statute after a public hearing held by said board pursuant to 30 days' notice of said public hearing given in a newspaper having general circulation in Watauga County; and

**WHEREAS**, Notice of Public Hearing was published on April 21, 2013 in a newspaper having general circulation in Watauga County; and

**WHEREAS**, a Public Hearing was held at a regular meeting of the Watauga County Board of Commissioners on May 21, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that the Watauga County Board of Commissioners hereby abolishes the Watauga County Board of Social Services and assumes and confers upon the Board of Commissioners all powers, responsibilities and duties of the Watauga County Board of Social Services.

**ADOPTED** this the 21<sup>st</sup> day of May, 2013.



  
\_\_\_\_\_  
Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

**ATTEST:**

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

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Resolution of the Watauga County Board of Commissioners  
Establishing the Watauga County Department of Social Services Advisory Board**

**WHEREAS**, the Watauga County Board of Commissioners is charged with the obligation to provide various social and humanitarian services through its Department of Social Services (DSS); and

**WHEREAS**, N.C.G.S. §153A-77 allows the Watauga County Board of Commissioners to elect whether it would assume the duties of direct supervision of the Department and the Director of Social Services; and

**WHEREAS**, the Watauga County Board of Commissioners made such election pursuant to statute at their May 21, 2013 regularly scheduled meeting; and

**WHEREAS**, the Watauga County Board of Commissioners recognizes the benefit of having an advisory board to assist the Board of Commissioners in its supervisory and management role of DSS.

**NOW, THEREFORE, THE WATAUGA COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES AS FOLLOWS:**

1. The Watauga County Board of Commissioners establishes the Watauga County Department of Social Services Advisory Board. The purpose of the Board shall be to receive input from the Director of the Watauga County Department of Social Services, staff, and the public so that they may advise the Board of Commissioners and make recommendations to the Board of Commissioners regarding the effectiveness and management of the programs administered by the Department of Social Services. The Advisory Board shall also review and investigate citizen complaints regarding the functioning of the Department of Social Services, and where appropriate, make recommendations to the Director of the Department of Social Services or the Board of County Commissioners.
2. The DSS Advisory Board shall consist of five members appointed by the Watauga County Board of Commissioners, four of whom shall be appointed to the Board from the community at large, and one of whom shall be either the Watauga County Manager or a member of the Watauga County Board of Commissioners. The appointment of the County Commissioner or County Manager to the Board shall be reappointed annually at the first meeting of the County Commissioners at their December board meeting. The other members of the DSS Advisory Board, following the term of their initial appointment, shall serve four year terms which shall be staggered so as to provide for the appointment of one position on the Board annually. The initial term Board members and their terms shall be as follows:



- a. Nathan Miller, as County Commissioner/Manager representative.
- b. Audrey Tate, through August 30, 2014.
- c. Mary Moretz, through August 30, 2015.
- d. Tom Trexler, through August 30, 2016.
- e. Sharon Brienstein, through August 30, 2017.

Upon the expiration of their term in office, such Board member shall continue to serve until the appointment of their successor by the Board of Commissioners. In the event a board member resigns or is unable to continue to serve, the Board of Commissioners shall appoint an individual to serve the remainder of the unfulfilled term. No Board member, other than the Commissioner/Manager position, may serve more than two consecutive four-year terms. The completion of an unexpired term shall not be counted against the limitation of the two consecutive four-year terms.

3. All members that are nominated and appointed must be residents of Watauga County. No employee of the Watauga County Department of Social Services, their spouse, children, parents, or those who share the same household with one of these individuals shall be eligible to serve on the Board.
4. In addition to the Board members, the Director of the Watauga County Department of Social Services shall be allowed to be present unless the Board wishes to enter into a closed session for the purposes of discussing personnel matters pursuant to North Carolina General Statute §143-318.11.
5. Each month the Director of Social Services will present to the Advisory Board a written or verbal report on the current status of the department. The Director shall provide a clerical person at each meeting to prepare minutes of each meeting. At each subsequent board meeting the board will vote to accept the minutes by motion and a majority vote. Each set of accepted meetings will then be forwarded to the County Manager and to the County Commissioners.
6. The Advisory Board shall be available, if deemed appropriate, to hear complaints or appeals of agency decisions from the various programs of the Department of Social Services. In most situations the Director shall be the appropriate venue for appeals or complaints in regards to personnel and service delivery. This process would not replace or supplement those appeals which are required by statute to be completed by the Director of Social Services.
7. The Advisory Board shall review all information pertaining to State Reviews and audits and provide the County Commissioners with feedback on those audits and reviews by way of the minutes that are delivered to the County Commissioners and County Manager on a monthly basis.
8. The Advisory Board shall be available for joint meetings with the Social Services Director, the County Manager, and the Board of Commissioners to discuss the business of the Department of Social Services as requested by the Board of Commissioners. Additionally, the Advisory Board may provide input to the Watauga County Manager in the process of his evaluation of the job performance of the Director of Social Services.




9. The Advisory Board shall provide guidance and recommendations to the Director of Social Services upon request regarding policy and administration. The Director of Social Services, however, shall continue to have full authority over the policies and procedures of non-mandated services and decisions, as well as the oversight of mandated policies. The Advisory Board shall not conduct any independent investigations into procedures or decisions which are determined by the North Carolina Court System (i.e.: Juvenile Petitions, Adult Protective Services court action, the court action of Child Support, or any other State or Federal program in which decisions are made at external government review). Upon the need to hire a director for the Department of Social Services, the Advisory Board shall designate one member who shall participate with the County Manager and the Commissioners in conducting the interview process in seeking a suitable replacement candidate.

**ADOPTED** by the Watauga County Board of Commissioners this the 20<sup>th</sup> day of August, 2013.

  
\_\_\_\_\_  
Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

ATTEST:

 (SEAL)  
Anita J. Fogle, Clerk to the Board



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**AGENDA ITEM 5:**

**PROPOSED McLAURIN PARKING AGREEMENT**

**MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, along with the County Manager have been reviewing options for managing and controlling the County's parking spaces. In an effort to secure and reserve parking spaces for jurors and County employees in the Ginn Lot staff consulted with McLaurin Parking for possible solutions.

The proposal included would make the Ginn Lot a paid lot with jurors and County employees parking for free with the use of parking stickers or juror parking notices.

Board direction is requested.

## LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into this \_\_ day of July 2018, by and between Watauga County, North Carolina Body Politic and Corporate (hereinafter referred to as "Lessor"), and McLaurin Parking, LLC a Delaware Limited Liability Company (hereinafter referred to as "Lessee").

### **WITNESSETH:**

#### **1. DESCRIPTION:**

Lessor hereby leases to Lessee for use as a parking lot a tract of real estate known as the Ginn Lot located of Queen Street in Downtown Boone, North Carolina, more fully described in Exhibit A - Legal Description attached hereto, together with all improvements thereon, and appurtenances thereto, hereinafter referred to as the "Premises". Notwithstanding the foregoing, the Premises shall not include any building or structure.

#### **2. QUIET POSSESSION:**

Lessor covenants that it has a leasehold interest to the Premises, and Lessor covenants and agrees with Lessee that so long as Lessee keeps and performs all the covenants and conditions to be kept and performed by Lessee, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from all claims of any kind, nature or description.

#### **3. TERM:**

This Lease shall commence on July 1, 2018 and continue for a period of three (3) years through June 30, 2021.

If Lessee shall have complied with all the provisions of this Lease, it shall have an option to renew the term of this Lease for an additional period of one (1) year on the same terms and conditions, providing that Lessee shall notify Lessor in writing not less than sixty (60) days prior to the expiration of the initial three (3) year term hereof of Lessee's intention to renew this Lease.

Lessee acknowledges and agrees that, at any time during the term hereof, Lessor will have the right to terminate the term hereof upon thirty (30) days' notice to Lessee in the event Lessor sells the Premises in an arms-length transaction to a third party.

Lessor agrees that it shall not allow the Premises to be used for public parking by any entity other than Lessee for a period of three (3) years following termination pursuant to this Paragraph 3.

#### 4. **RENTAL:**

Lessee covenants and agrees to pay to Lessor as rent for each month of the term of this Lease a sum equal to thirty percent (30%) of the monthly Gross Parking Revenue for the first \$1,000.00 collected, 50% of collected Gross Parking Revenue for all parking revenue in excess of the first \$ 1,000.00 collected, payable by the twentieth day (20th) of the next succeeding calendar month.

Gross Parking Revenue as used in this Lease shall mean all revenues received and collected by Lessee in the operation of the Premises less any sales tax, parking tax, license fee, levy, impost, credit card fees or gateway fees or other charge which may be required by law, ordinance or other governmental regulation to be:

- i. collected from patrons of the Premises, or
- ii. imposed on the parking spaces or stalls on the Premises (excluding ad valorem taxation of the Premises), or
- iii. collected from vehicles entering the Premises

and to be remitted to a political subdivision or other agency (without regard to legality, constitutionality or enforceability of such law, ordinance or other government regulation).

Lessee shall maintain suitable books of account at its regular business office in Raleigh, North Carolina and such books as to each year shall be available for inspection and audit by Lessor or its agent at any reasonable time within one year after the expiration of each respective Lease Year.

#### 5. **MAINTENANCE AND REPAIR:**

Lessee agrees to use reasonable diligence in the care, protection and maintenance of the Premises during the term of this Lease, and to surrender the Premises at the termination of this Lease in as good condition as received, ordinary wear and tear and casualty damage excepted.

Lessee shall have no obligation with respect to the condition, maintenance, or repair of any of the sidewalks which may be adjacent to or adjoin the Premises except as and to the extent damaged by Lessee or its employees in its use of the Premises; Lessor, at Lessor's expense, agrees to promptly make all repairs to such sidewalks required by law or public safety except Lessee, at Lessee's expense shall make all repairs thereto for damage resulting from its use of the Premises. Lessee shall have no obligation to repair any sinkholes except and to the extent caused by Lessee.

Lessee will have the right to erect on the Premises a payment collection box and professional parking signs as long as its signs do not violate city ordinances.

**6. ALTERATIONS AND IMPROVEMENTS:**

Lessee may not make any alterations or improvements to the Premises without the prior approval of Lessor, which shall not be unreasonably withheld. Any such alterations or improvements shall be at Lessee's expense. Lessor, upon the expiration of this Lease, may require Lessee to restore the Premises as nearly as possible to its condition at the beginning of the Lease, ordinary wear and tear and other casualty excepted, by giving written notice to Lessee not later than thirty (30) days before the expiration of this Lease or any extension thereof.

Lessee may (if not in default hereunder) prior to the expiration of the Lease or any extension thereof, remove all fixtures and equipment which have been placed on the Premises by Lessee.

Lessee, at Lessee's cost, shall have the right to install signage for the purpose of advertising Lessee's business provided Lessee obtains all pertinent approvals from the appropriate governing entities and such signage is in compliance with all local ordinances, regulations and laws. All such signage shall be subject to Lessor's prior approval, which shall not be unreasonably withheld.

**7. USE OF PREMISES:**

Lessor may park Watauga County and State of NC vehicles with logo or sign on each vehicle in the parking lot at no charge as well as privately-owned vehicles marked as County or State employees or Jurors for the Court System. None of these aforementioned vehicles will be subject to pay for parking nor eligible for a parking citation, tow, or immobilizing vehicle boot unless authorized by Lessor.

The Premises shall be used by Lessee for the purpose of operating a parking lot for use by the general public, and for the sale of such merchandise and services as are ancillary to the operation of a parking lot.

The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance, or trespass.

**8. INSURANCE:**

Prior to commencement, and during the term of this Lease, Lessee agrees to maintain the following types of insurance with limits not less than those set forth below and to have Lessor included as additional insured with respect to Lessee's operation of the Premises:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$2,000,000
Garagekeeper's Legal Liability	\$250,000 combined single limit each occurrence

Crime: Policy Limits:	\$10,000 commercial blanket \$10,000 broad form money inside \$10,000 broad form money outside
Workers' Compensation:	Coverage A – Statutory Coverage B - \$100,000

**9. WAIVER OF SUBROGATION:**

Lessor waives any and all rights of subrogation under any policy of insurance carried by Lessee and all rights to recover from Lessee any losses that are insured as required under this Lease. Any waiver as contemplated in this provision shall apply only to the extent of the insurance coverage maintained with respect to such loss or damage.

**10. ASSIGNMENT AND SUBLETTING:**

Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the prior written consent of Lessor in each instance, which consent will not be unreasonably withheld.

**11. DEFAULT:**

In the event Lessee fails to pay any installment of rent when due and such failure is not cured within ten (10) days after receipt of written notice of such failure by Lessor to Lessee by registered or certified mail or in the event of a material default in the performance by Lessee of any condition herein contained, and such default is not cured within thirty (30) days after receipt of written notice of such default by Lessor to Lessee by registered or certified mail, or such additional time as is reasonably necessary to cure the default, then, in any such case, Lessor may: (1) serve written notice upon Lessee that Lessor elects to terminate this Lease upon a specified date not less than thirty (30) days after such written notice and this Lease shall then terminate on that date so specified, and Lessor shall have the right to re-enter, repossess, or re-rent the premises upon such date or (2) cure the default and invoice Lessee for all costs incurred by Lessor to cure the default, in which case this Lease shall continue in full force and effect if Lessee pays the costs of cure within 15 days following receipt of the invoice from Lessor or (3) pursue any other remedy permitted by law or equity. If Lessor shall at any time fail to perform any of the covenants, conditions, or provisions of this Lease, and such default is not removed within thirty (30) days after receipt of written notice thereof from Lessee or such additional time as is reasonably necessary to cure the default, then, in any such case, Lessee may: (1) serve written notice upon Lessor that Lessee elects to terminate this Lease upon a specified date, not less than thirty (30) days after such written notice, and this Lease shall then terminate on the date so specified or (2) cure the default and setoff the cost of cure against Lessee's next payment(s) of rent in which case this Lease shall continue in full force and effect. No default shall be deemed waived unless such waiver is in writing.

**12. INDEMNITY:**

Lessee shall defend, indemnify and hold Lessor harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessor attributable to the recklessness, carelessness or negligence of Lessee or any of its agents, servants, employees, customers or invitees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. Lessor shall defend, indemnify and hold Lessee harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessee attributable to the recklessness, carelessness or negligence of Lessor or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

**13. DESTRUCTION OF, OR DAMAGE TO PREMISES:**

If the Premises are totally destroyed by fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war damage, this Lease shall be terminated and the rental accounted for as between Lessor and Lessee as of that date. Subject to Lessor's right to terminate this Agreement set forth in Paragraph 3 above, if the Premises are damaged but not wholly destroyed by any such casualty, rental shall abate in such proportion as use of Premises has been destroyed, or made inaccessible or unusable, and Lessor shall restore the Premises to substantially the same condition as before damages as speedily as practicable, whereupon full rental shall recommence.

**14. HOLDING OVER:**

If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a lessee at will at the rental rate in effect at the end of the Lease; and there shall be no renewal of this Lease by operation of law.

**15. TAXES AND ASSESSMENTS:**

Lessor will be responsible for payment of all property taxes and special assessments on the Premises.

**16. TERMINATION BY LESSEE:**

In the event of the occurrence of any one or more of the following events (hereinafter "Events of Termination"), Lessee shall have the right to terminate this Lease upon appropriate notice to Lessor as hereinafter specified:

- (a) If any license, franchise, right or privilege to operate an automobile parking facility on the Premises by Lessee is revoked or suspended for thirty (30) consecutive days by the Town of Boone, or Watauga County, the governing authority having jurisdiction over the Premises, and such revocation or suspension is due to no fault, negligence, or act of omission or commission on part of Lessee.



- (b) The permanent closing to vehicular traffic of any street, drive, or other vehicular thoroughfare by the Town of Boone or the governing authority having jurisdiction thereof to which the Premises presently have vehicular access.
- (c) The denial of access by the Town of Boone or the governing authority having jurisdiction over the Premises to any street, drive or public vehicular thoroughfare which adjoins the Premises to the extent that the net receipts generated on the Premises shall be reduced by twenty-five (25%) percent as compared with the net receipts generated during the two calendar months immediately prior to such alteration or change.
- (d) The alteration or change by appropriate legal action by the Town of Boone, or the governing authority having such jurisdiction of the vehicular traffic pattern or flow in any street, drive, or vehicular thoroughfare which adjoins the Premises to the extent that the Gross Parking Revenue generated on the Premises shall be reduced by twenty-five percent (25%) as compared with the net receipts generated during the two calendar months immediately prior to such alteration or change.

After the occurrence of any one or combination of the preceding described events of termination, Lessee shall, at its option, have the right to terminate this Lease by giving Lessor thirty (30) days written notice of such termination.

#### **17. MISCELLANEOUS PROVISIONS:**

It is mutually covenanted and agreed by and between the parties as follows:

That this Lease shall be construed under the laws of the State of North Carolina.

That the captions of the Articles of this Lease are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any Article thereof.

At the end of the initial or any extended term of this Lease, Lessee shall have the first right of refusal to match any bona fide offer to lease or buy the Premises. Lessor shall present any such written offer to Lessee, and Lessee shall notify Lessor within fifteen (15) days of its intention to match said offer, or to vacate the Premises.

Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Lessor.

Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Any person, firm or corporation who may acquire an interest in the Premises leased hereby, or in the improvements thereon, shall take notice of all the terms and conditions set out herein as well as the covenants referred to herein, and shall be bound thereby.

This Lease is specifically conditioned upon the ability of Lessee to obtain all necessary and requisite licenses, permits and/or other authorization from the applicable city, state, and county authorities having jurisdiction over the Premises in order to operate an off-street automobile parking facility.

Lessor shall pay all utility charges resulting from Lessee's use of Premises.

Lessor is responsible for snow removal.

In the event that either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such legal proceeding shall be paid all of the costs it incurs, including reasonable attorney's fees.

**18. NOTICES:**

In the event notices are required to be sent under the provisions of this Lease, they will be mailed, postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

Lessor:

Lessee:

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

Jeff Wolfe  
CEO, McLaurin Parking, LLC  
P.O. Box 781  
Raleigh, NC 27602

Either party may, by such notice, designate a new or other address to which notice may be mailed.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be hereto signed by their duly authorized officer on the date hereinbefore first written.

**LESSOR:**

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

**LESSEE:**

McLaurin Parking, LLC

BY: \_\_\_\_\_  
Jeff Wolfe, President

**EXHIBIT A**  
**Legal Description**

## **AGENDA ITEM 6:**

### **MAINTENANCE MATTERS**

#### ***A. Vehicle Bid Award Request - Work Van***

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

Mr. Robert Marsh, Maintenance Director, will present bids for a two-wheel drive medium roof height van. Five (5) vendors were solicited with only two responses received. Modern Nissan was lowest responsive bidder in the amount of \$27,573. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Staff recommends the Board award the bid for a 2018 Nissan cargo van in the amount of \$28,406.19 which includes tax and tag.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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



TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: July 9, 2018

RE: Vehicle Bid Award Request

### BACKGROUND

Maintenance Staff recently obtained bids for a two-wheel-drive, medium-roof-height work van. Dealers were asked to include a dealer-installed accessory package of storage bin and ladder rack. Nissan and Ford carry models that meet the specification, and dealers for both brands were contacted for pricing.

### BID SUMMARY

*Asheville Ford	\$32,173
Modern Nissan, Winston Salem, NC	\$27,573
Modern Ford, Boone, NC	No response
Capital Ford	No response
Nissan, Boone, NC	No response

\* Asheville Ford bid a vehicle with a greater GVWR and larger engine because the lighter van was not available. The dealer stated he could sell the heavier van at the same cost because it was in stock.

### FISCAL IMPACT

Staff recommends the low bidder, Modern Nissan, Winston Salem. Their bid was based upon the North Carolina Sheriff's Association bid specification #404 and added options.

# NCSA BID



18-04-0912  
**NISSAN**  
 SPEC # 4104

5795 University Parkway  
 Winston-Salem, NC 27105  
 (336) 767-8260  
 www.ModernAuto.com

*A Member of the MODERN AUTOMOTIVE NETWORK*

**Purchase/Lease Agreement:** Buyer(s) offers to purchase or lease the selected motor vehicle on the terms set forth below and on the back of this Purchase/Lease Agreement:

DATE: 05/03/2018	SALES PERSON: Joe Joy	NO: 21435	SALES PERSON:	NO:				
BUYER: County of Watauga			DEAL #					
CO-BUYER:								
ADDRESS: 274 Winklers Creek Rd Ste B			RES PHONE:	BUS. PHONE: (828) 264-1430				
CITY: Boone		STATE: NC	CELL PHONE:					
COUNTY: Watauga		ZIP: 28607	EMAIL ADDRESS: Robert.Marsh@watgov.org					
SELECTION: <input type="checkbox"/> NEW <input type="checkbox"/> USED			TRADE IN:					
YEAR: 2018	MAKE: Nissan	MODEL: NV Cargo	BODY STYLE: SV High Roof	YEAR #1:	MAKE:	MODEL:	MILES:	
SERIAL NO.				SERIAL NO.				STOCK #:
STOCK NO.		COLOR:	MILES:	YEAR #1:	MAKE:	MODEL:	MILES:	
SLS MGR.:		BUS MGR.:		SERIAL NO.				STOCK #:
RETAIL PRICE:		\$34,715.00		TOTAL PRICE		\$31,402.00		
HVAC Package		\$1,121.00		ACCESSORIES		\$1,121.00		
				LESS TRADE-IN ALLOWANCE		\$0.00		
				TOTAL		\$32,523.00		
				INVOICING & SERVICES		\$0.00		
				HIGHWAY USE TAX		\$0.00		
				TITLE - TAG - REGISTRATION FEES		\$0.00		
				OPTIONAL ELECTRONIC TITLING FEE				
				PAYOFF		\$0.00		
				SERVICE CONTRACTS				
				SERVICE CONTRACT TAX				
				SUBTOTAL		\$32,523.00		
				DOWN PAYMENT				
				REBATE		\$4,950.00		
				BALANCE DUE		\$27,573.00		

This document and all of the terms, conditions and information contained herein are intended solely for the purpose of informal documentation between prospective buyer/lessee and Modern, hereinafter referred to as the "Parties," and shall not be considered "final" or binding upon the Parties under any circumstances whatsoever. Furthermore, no third-party should rely on this document as representative of final terms or conditions of any transaction between the Parties. Any reference herein to "fees," "down payment," "trade-in allowance," "taxes," "service contracts," "F&I products," "balance due," etc., are informal, non-binding upon the Parties, and may contain errors.

BUYER'S SIGNATURE: \_\_\_\_\_ CO-BUYER'S SIGNATURE: \_\_\_\_\_  
 Authorized Dealer Signature: \_\_\_\_\_

BILL OF SALE Revised (2/15)

**Prepared For:**  
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**2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218**

**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

<u>Code</u>	<u>Description</u>
62218	2018 Nissan NV Cargo NV2500 HD High Roof V6 SV

**SELECTED VEHICLE COLORS - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

**CATEGORY**

<u>Code</u>	<u>Description</u>
PRIMARY PAINT	
QAK	GLACIER WHITE
PAINT SCHEME	
_____	STANDARD PAINT
SEAT TRIM	
K	GRAY, CLOTH SEAT TRIM -inc: water-repellant feature w/vinyl wear bolsters
ADDITIONAL EQUIPMENT	
GLA	[F01] REAR DOOR GLASS PACKAGE -inc: Rear Door Windows w/Privacy Glass, Interior Rearview Mirror, Rear Window Defroster
50S	[C03] 50 STATE EMISSIONS
PORT INSTALLED OPTIONS	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### ***SELECTED MODEL & OPTIONS***

---

#### **SELECTED OPTIONS - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
<b>PORT INSTALLED OPTIONS</b>	
SGD	[B92] SPLASH GUARDS (SET OF 4) (PIO) DEALER ORDERABLE. Automatically added to orders in the following states if not ordered with factor installed splash guards or factory splash guards are not offered as an orderable option: Alaska, Idaho, Montana, Oregon, Rhode Island, Washington and Wisconsin.
FLO	[L92] ALL SEASON RUBBER FLOOR MATS (PIO)
<b>DEALER INSTALLED OPTIONS</b>	
<u>HVAC</u>	HVAC Package
<b>OPTIONS TOTAL</b>	

An underlined code indicates that the options have been applied by the dealer. All sales prices established solely by dealer.

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

#### *ENTERTAINMENT*

- Radio: AM/FM/1CD/AUX w/4 Speakers -inc: 5" color display w/rear view monitor, streaming audio via Bluetooth, USB connection port for iPod interface and other compatible devices, hands-free text messaging assistant, Bluetooth hands-free phone system and SiriusXM satellite radio
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
- Fixed Antenna
- 1 LCD Monitor In The Front

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### ***STANDARD EQUIPMENT***

---

#### **STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

#### *EXTERIOR*

- Wheels: 17" Steel
- Tires: LT245/70/R17 AS
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Light Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Fully Galvanized Steel Panels
- Black Grille
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Aero-Composite Halogen Daytime Running Headlamps

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

#### *INTERIOR*

- Captain's Chairs -inc: driver's and passenger's 4-way manual seats and fold-down passenger seat w/seat back tray table
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Front Cupholder
- 2 12V DC Power Outlets
- Remote Keyless Entry w/Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Glove Box
- Driver Foot Rest
- Interior Trim -inc: Metal-Look Interior Accents
- Front Cloth Headliner
- Urethane Gear Shift Knob
- Cloth Seat Trim -inc: water-repellant feature w/vinyl wear bolsters
- Partial Floor Console w/Locking Storage, Full Overhead Console w/Storage, 2 12V DC Power Outlets and 2 AC Power Outlets
- Fade-To-Off Interior Lighting
- Front Map Lights
- Front Only Vinyl/Rubber Floor Covering
- Vinyl/Rubber Mat
- Cargo Space Lights
- Instrument Panel Bin, Driver And Passenger Door Bins and 1st Row Underseat Storage
- Power 1st Row Windows w/Driver 1-Touch Down

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**2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218**

***STANDARD EQUIPMENT***

---

**STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Manual Adjustable Front Head Restraints
- Front Center Armrest
- 2 12V DC Power Outlets and 2 AC Power Outlets

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

#### *MECHANICAL*

- Engine: 4.0L DOHC 24-Valve V6
- Transmission: 5-Speed Automatic
- 3.36 Axle Ratio
- GVWR: 9,100 lbs
- Transmission w/Driver Selectable Mode and Oil Cooler
- Rear-Wheel Drive
- Engine Oil Cooler
- 70-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 130 Amp Alternator
- 2980# Maximum Payload
- Front And Rear Anti-Roll Bars
- HD Shock Absorbers
- Hydraulic Power-Assist Speed-Sensing Steering
- 28 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Double Wishbone Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
- Brake Actuated Limited Slip Differential

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**2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218**

***STANDARD EQUIPMENT***

---

**STANDARD EQUIPMENT - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

---

*SAFETY*

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st Row Airbags
- First Aid Kit
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

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## 2018 Retail Nissan NV Cargo NV2500 HD High Roof V6 SV 62218

### **WARRANTY INFORMATION**

---

#### **WARRANTY INFORMATION - 2018 Retail 62218 NV2500 HD High Roof V6 SV**

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**WARRANTY**

**Basic:**

5 Years/100,000 Miles

**Drivetrain:**

5 Years/100,000 Miles

**Corrosion:**

5 Years/Unlimited Miles

**Roadside Assistance:**

5 Years/60,000 Miles

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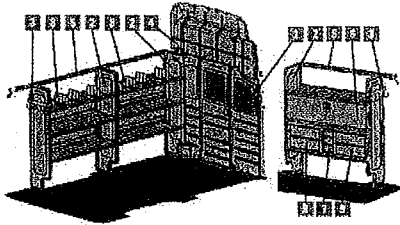
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Page 9

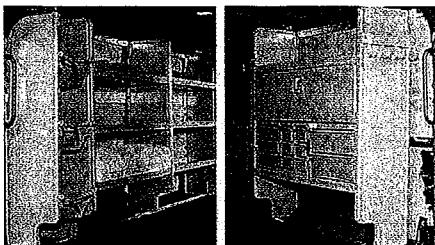


**VIEW DETAILS**



**#4689NH HIGH ROOF**

ITEM	MODEL	DESCRIPTION	QTY.
1	S1M2C2FSV	Partition	1
2	AD44LCV	ADseries Shelving Unit	3
3	TA1WAD	Four Hook Bar	2
4	WKC1LCVH	Partition wing kit - high roof	1
5	RKLCV	Rail Kit	1
6	DC6	Drawer Component 6"	1
7	DV14C1	Divider	8
8	19	Two Drawer Medium	2

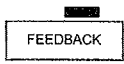


MSRP \$3,715 [\*]

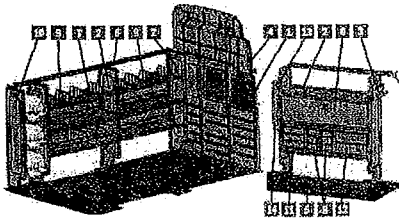
**HVAC PACKAGE**

\$992 Customer Responsibility

**VIEW DETAILS**



## #4690NH HIGH ROOF



ITEM	MODEL	DESCRIPTION	QTY.
1	S1M2C2FSV	Partition	1
2	AD44LCV	ADseries Shelving Unit	3
3	TA1WAD	Four Hook Bar	1
4	WKC1LCVH	Partition wing kit - high roof	1
5	RKLCV	Rail Kit	1
6	BR36212	Parts Bin System (3-6", 2-12")	1
7	DC6	Drawer Component 6"	2
8	DV14C1	Divider	8
9	TH51FP	3 Tank Rack	1
10	DC12	Drawer Component 12"	1
11	19	Two Drawer Medium	1
12	BRK14EPS	End Panel Bracket	2
13	CB5	Five Slot Literature Rack	1

FEEDBACK
----------

**AGENDA ITEM 6:**

**MAINTENANCE MATTERS**

***B. Vehicle Bid Award Request - Compact Pickup Truck***

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present bids for a two-wheel drive compact pickup truck. Five (5) vendors were solicited with three responses received. Modern Nissan was lowest responsive bidder in the amount of \$19,077. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Staff recommends the Board award the bid for a 2018 Nissan two-wheel drive compact pickup truck in the amount of \$19,655.31 which includes tax and tag.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

RE: Vehicle Purchase

DATE: July 9, 2018



### BACKGROUND

I have reviewed the bids on the North Carolina Sheriff's Association and contacted local vendors in order to obtain bids for a new, compact, 2wd pickup. This vehicle will serve to replace a 2007 Ford Ranger Pickup with over 100,000 miles on the odometer. The Ranger will be surplus and sold pending a decision to move forward with this purchase.

### BID SUMMARY

<b>COMPACT PICKUP TRUCK BID SUMMARY</b>			
<b>VENDOR</b>	<b>Toyota Tacoma Access Cab 2.7L; 4 cyl.; 127" WB</b>	<b>Chevrolet Colorado Ext. Cab 2.5L; 4 cyl., 128" WB</b>	<b>Nissan Frontier King Cab 2.5L; 4 cyl.; 125.9" WB</b>
Modern Toyota Boone, NC Michael Lyall 828-264-1491	No bid received		
Auto Star Nissan Boone, NC John Welborn 828-434-6888			No bid received
Modern Nissan Winston-Salem, NC Joe Joy 336-767-8260			NCSA Base Bid \$16,834 Add Equipment 2,243 Total \$19,077
Modern Toyota Winston-Salem, NC	NCSA Base Bid \$23,662		
Parks Chevrolet Huntersville, NC		NCSA Base Bid \$21,044 * Includes power equip. Refused to provide updated pricing.	

- Bid Specification: Base bid from North Carolina Sheriff's Association, specification number; Toyota 356; Nissan 412; Chevrolet 273  
 - General specification includes two-wheel drive, compact pickup with four-cylinder engine, automatic transmission, AC, extra cab, short bed and power windows and door locks.  
 - Staff also obtained quotes for a full-size, two-wheel drive pickup. Bid range received was \$19,056-\$23,142. Staff rejected bids in favor of a smaller, more economical vehicle.

RECOMMENDATION

Staff recommends the County award the bid to the low bidder, Modern Nissan of Winston Salem, NC, in the amount of \$19,077.

FISCAL IMPACT

This vehicle is a replacement of an existing County vehicle that is scheduled to be replaced in FY 18-19. The FY 18-19 budget includes the cost of this new vehicle, license tag and registration fees.



# NCSA BID

## 18-04-0912

### NISSAN

### SPEC # 4122

5795 University Parkway  
 Winston-Salem, NC 27105  
 (336) 767-8260  
 www.ModernAuto.com

A Member of the MODERN AUTOMOTIVE NETWORK

**Purchase/Lease Agreement:** Buyer(s) offers to purchase or lease the selected motor vehicle on the terms set forth below and on the back of this Purchase/Lease Agreement:

DATE: 04/24/2018 SALES PERSON: Joe Joy NO: 21435 SALES PERSON: NO:

BUYER: County of Watauga		DEAL #	
CO-BUYER:			
ADDRESS: 274 Winklers Creek Rd Ste B		RES PHONE:	BUS. PHONE: (828) 264-1430
CITY: Boone	STATE: NC	CELL PHONE:	
COUNTY: Watauga	ZIP: 28607	EMAIL ADDRESS: Robert.Marsh@watgov.org	
SELECTION: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		TRADE IN:	
YEAR: 2018	MAKE: Nissan	MODEL: Frontier	BODY STYLE: Truck
SERIAL NO. 1N6BDOCT5JN708622	YEAR #1:	MAKE:	MODEL:
STOCK NO. 2N52878	COLOR: Glacier White	MILES:	STOCK #:
SLS MGR.:	BUS MGR.:	YEAR #1:	MAKE:
		MODEL:	MILES:
RETAIL PRICE: \$25,235.00	TOTAL PRICE: \$23,302.00		
Spray In Bedliner \$525.00	ACCESSORIES: \$525.00		
	LESS TRADE-IN ALLOWANCE: \$0.00		
	TOTAL: \$23,827.00		
	INVOICING & SERVICES: \$0.00		
	HIGHWAY USE TAX: \$0.00		
	TITLE - TAG - REGISTRATION FEES: \$0.00		
	OPTIONAL ELECTRONIC TITLING FEE:		
	PAYOFF: \$0.00		
	SERVICE CONTRACTS:		
	SERVICE CONTRACT TAX:		
	SUBTOTAL: \$23,827.00		
	DOWN PAYMENT:		
	REBATE: \$4,750.00		
	BALANCE DUE: \$19,077.00		

This document and all of the terms, conditions and information contained herein are intended solely for the purpose of informal documentation between prospective buyer/lessee and Modern, hereinafter referred to as the "Parties," and shall not be considered "final" or binding upon the Parties under any circumstances whatsoever. Furthermore, no third-party should rely on this document as representative of final terms or conditions of any transaction between the Parties. Any reference herein to "fees," "down payment," "trade-in allowance," "taxes," "service contracts," "F&I products," "balance due," etc., are informal, non-binding upon the Parties, and may contain errors.

BUYER'S SIGNATURE: \_\_\_\_\_

CO-BUYER'S SIGNATURE: \_\_\_\_\_

BILL OF SALE Revised (2/15)

Authorized Dealer Signature: \_\_\_\_\_

**Prepared For:**

Robert Marsh  
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 Email: robert.marsh@watgov.  
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**Prepared By:**

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 Modern Nissan  
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 Winston-Salem, NC 27105  
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 Fax: (336) 744--213  
 Email: jjoy@modernauto.com

## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **SELECTED MODEL & OPTIONS**

---

#### **SELECTED MODEL - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

<u>Code</u>	<u>Description</u>
	31318 2018 Nissan Frontier King Cab 4x2 SV Auto

---

#### **SELECTED VEHICLE COLORS - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

---

#### **SELECTED OPTIONS - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

**CATEGORY**

<u>Code</u>	<u>Description</u>
PRIMARY PAINT	
QAK	GLACIER WHITE (Requires K)
PAINT SCHEME	
—	STANDARD PAINT
SEAT TRIM	
K	GRAPHITE, CLOTH SEAT TRIM
ADDITIONAL EQUIPMENT	
50S	[C03] 50 STATE EMISSIONS
DEALER INSTALLED OPTIONS	
<u>BEDLN</u>	Spray In Bedliner
<u>R</u>	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Page 1

**Prepared For:**  
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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### ***SELECTED MODEL & OPTIONS***

---

#### **SELECTED OPTIONS - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

#### **CATEGORY**

<u>Code</u>	<u>Description</u>
-------------	--------------------

**OPTIONS TOTAL**

An underlined code indicates that the options have been applied by the dealer. All sales prices established solely by dealer.

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

#### *ENTERTAINMENT*

- Radio: AM/FM/CD w/Auxiliary Input -inc: SiriusXM satellite radio, 5" color display audio, USB connection port for iPod Interface and other compatible devices, streaming audio via Bluetooth, 4 speakers, Bluetooth hands-free phone system, Siri Eyes Free, steering wheel audio controls and hands-free text messaging assistant
- Radio w/Seek-Scan, MP3 Player, Clock and Radio Data System
- Fixed Antenna

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

#### *EXTERIOR*

- Wheels: 16" Alloy
- Tires: P265/70R16 OWL BFG Long Trail
- Regular Box Style
- Wheels w/Silver Accents
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
- Chrome Rear Step Bumper
- Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
- Black Door Handles
- Black Power Side Mirrors w/Manual Folding
- Sliding Rear Window
- Deep Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Chrome Grille
- Reverse Opening Rear Doors
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Aero-Composite Halogen Headlamps
- Cargo Lamp w/High Mount Stop Light

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

#### *INTERIOR*

- Front Bucket Seats -inc: 4-way adjustable
- 50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer
- Fixed Rear Windows
- Front Cupholder
- Rear Cupholder
- Remote Keyless Entry w/Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Cloth Seat Trim
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Front Map Lights
- Full Carpet Floor Covering

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### ***STANDARD EQUIPMENT***

---

#### **STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

- Pickup Cargo Box Lights
- Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Delayed Accessory Power
- Power 1st Row Windows w/Driver 1-Touch Down
- Power Door Locks w/Autolock Feature
- Analog Display
- Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest
- Engine Immobilizer
- 2 12V DC Power Outlets

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

#### *MECHANICAL*

- Engine: 2.5L DOHC I4
- Transmission: 5-Speed Automatic w/OD
- 3.916 Axle Ratio
- GVWR: 4,700 lbs
- Rear-Wheel Drive
- 550CCA Maintenance-Free Battery w/Run Down Protection
- 110 Amp Alternator
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Hydraulic Power-Assist Speed-Sensing Steering
- 21.1 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Double Wishbone Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
- Brake Actuated Limited Slip Differential

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**2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318**

***STANDARD EQUIPMENT***

---

**STANDARD EQUIPMENT - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

*SAFETY*

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Back-Up Camera

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2018 Retail Nissan Frontier King Cab 4x2 SV Auto 31318

### **WARRANTY INFORMATION**

---

#### **WARRANTY INFORMATION - 2018 Retail 31318 King Cab 4x2 SV Auto**

---

**WARRANTY**

**Basic:**

3 Years/36,000 Miles

**Drivetrain:**

5 Years/60,000 Miles

**Corrosion:**

5 Years/Unlimited Miles

**Roadside Assistance:**

3 Years/36,000 Miles

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**AGENDA ITEM 7:**

**TAX MATTERS**

***A. Monthly Collections Report***

**MANAGER'S COMMENTS:**

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

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

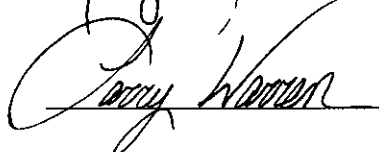
**Monthly Collections Report****Watauga County**

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

Monthly Report June 2018

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<b>General County</b>					
Taxes 2017	42,323.50	9.86%	30,493,651.66	98.81%	98.90%
Prior Year Taxes	37,838.23		440,005.54		
Solid Waste User Fees	9,343.56	8.23%	2,533,875.01	97.92%	97.95%
Green Box Fees	889.62	NA	7,425.52	NA	NA
Total County Funds	<b>\$90,394.91</b>		<b>\$33,474,957.73</b>		
<b>Fire Districts</b>					
Foscoe Fire	157.68	0.29%	454,004.28	98.91%	98.99%
Boone Fire	2,618.74	5.49%	879,055.57	98.74%	98.96%
Fall Creek Service Dist.	0.00	0.00%	9,591.14	98.75%	98.60%
Beaver Dam Fire	385.81	14.88%	102,072.53	98.24%	98.33%
Stewart Simmons Fire	339.69	11.53%	217,387.82	99.05%	98.87%
Zionville Fire	326.17	8.57%	112,628.22	97.45%	97.38%
Cove Creek Fire	1,236.05	12.39%	233,820.85	98.12%	98.02%
Shawneehaw Fire	329.44	18.03%	94,945.70	98.87%	99.32%
Meat Camp Fire	899.96	8.60%	209,287.37	97.68%	96.76%
Deep Gap Fire	663.07	12.51%	181,636.63	97.76%	98.57%
Todd Fire	629.12	11.40%	61,606.69	98.62%	99.02%
Blowing Rock Fire	1,932.04	21.61%	470,089.18	99.17%	98.97%
M.C. Creston Fire	0.00	0.00%	7,152.20	99.22%	93.05%
Foscoe Service District	191.18	21.13%	71,650.43	99.01%	99.32%
Beech Mtn. Service Dist.	0.96	10.76%	1,650.70	99.51%	98.17%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	2.29	1.35%	6,470.35	97.34%	93.92%
	<b>\$9,712.20</b>		<b>\$3,103,782.67</b>		
<b>Towns</b>					
Boone	14,079.63	15.47%	5,909,419.30	99.32%	99.64%
Municipal Services	710.70	8.88%	129,040.76	94.78%	99.90%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	<b>\$14,790.33</b>		<b>\$6,038,460.06</b>		
Total Amount Collected	<b>\$114,897.44</b>		<b>\$42,617,200.46</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 7:**

**TAX MATTERS**

***B. Refunds and Releases***

**MANAGER'S COMMENTS:**

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

06/29/2018 16:31  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2018 TO 06/29/2018

P 1  
tncrarp

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1773269 BLUE RIDGE PRESERVATION 12 MURPHY DRIVE NASHUA, NH 03062	PP 2018 1000001 2503 REFUND RELEASE DOUBLE BILLED	1000001	06/29/2018	6458	0 F02	182.81
					F02	229.21
					F02	296.83
					F02	266.40
					G01	1,144.36
					G01	1,434.82
					G01	1,858.16
					G01	1,667.66
					F02L	127.97
					F02L	137.53
					F02L	148.42
					F02L	106.56
					G01L	801.05
					G01L	860.89
					G01L	929.08
G01L	667.06					
						10,858.81
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2008 1337756 1878-96-5049-000 TAX RELEASES CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST	1337756	06/29/2018	6468	0 G01	25.04
					F01	4.00
						29.04
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2009 1382824 1878-96-5049-000 TAX RELEASES CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST	1382824	06/29/2018	6467	0 G01	25.04
					F01	4.00
						29.04
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2010 1428299 1878-96-5049-000 TAX RELEASES CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST	1428299	06/29/2018	6466	0 G01	25.04
					F01	4.00
						29.04
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2011 2118 1878-96-5049-000 TAX RELEASES CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST	2118	06/29/2018	6465	0 F01	4.00
					G01	25.04
						29.04
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2012 2072 1878-96-5049-000 TAX RELEASES CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST	2072	06/29/2018	6464	0 F01	4.00
					G01	25.04
						29.04

06/29/2018 16:31  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2018 TO 06/29/2018

P 2  
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2013	43560	06/29/2018			0 F01	4.00
	1878-96-5049-000			F01		G01	25.04
	TAX RELEASES				6463		
	CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST						29.04
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2014	2060	06/29/2018			0 F01	5.00
	1878-96-5049-000			F01		G01	31.30
	TAX RELEASES				6462		
	CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST						36.30
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2015	2052	06/29/2018			0 F01	5.00
	1878-96-5049-000			F01		G01	31.30
	TAX RELEASES				6461		
	CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST						36.30
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2016	2043	06/29/2018			0 F01	5.00
	1878-96-5049-000			F01		G01	31.30
	TAX RELEASES				6460		
	CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST						36.30
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2017	2052	06/29/2018			0 F01	5.00
	1878-96-5049-000			F01		G01	35.30
	TAX RELEASES				6459		
	CORRECTION DEED PROVED THIS PARCEL SHOULD NOT EXIST						40.30
DETAIL SUMMARY	COUNT: 11	RELEASES - TOTAL				0	11,182.25

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Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2018 TO 06/29/2018

P 3  
tncrpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2008	RE	F01	FOSCOE FIRE RE	4.00
2008	RE	G01	WATAUGA COUNTY RE	25.04
			2008 TOTAL	29.04
2009	RE	F01	FOSCOE FIRE RE	4.00
2009	RE	G01	WATAUGA COUNTY RE	25.04
			2009 TOTAL	29.04
2010	RE	F01	FOSCOE FIRE RE	4.00
2010	RE	G01	WATAUGA COUNTY RE	25.04
			2010 TOTAL	29.04
2011	RE	F01	FOSCOE FIRE RE	4.00
2011	RE	G01	WATAUGA COUNTY RE	25.04
			2011 TOTAL	29.04
2012	RE	F01	FOSCOE FIRE RE	4.00
2012	RE	G01	WATAUGA COUNTY RE	25.04
			2012 TOTAL	29.04
2013	RE	F01	FOSCOE FIRE RE	4.00
2013	RE	G01	WATAUGA COUNTY RE	25.04
			2013 TOTAL	29.04
2014	RE	F01	FOSCOE FIRE RE	5.00
2014	RE	G01	WATAUGA COUNTY RE	31.30
			2014 TOTAL	36.30
2015	RE	F01	FOSCOE FIRE RE	5.00
2015	RE	G01	WATAUGA COUNTY RE	31.30
			2015 TOTAL	36.30
2016	RE	F01	FOSCOE FIRE RE	5.00
2016	RE	G01	WATAUGA COUNTY RE	31.30
			2016 TOTAL	36.30
2017	RE	F01	FOSCOE FIRE RE	5.00
2017	RE	G01	WATAUGA COUNTY RE	35.30
			2017 TOTAL	40.30
2018	PP	F02	BOONE FIRE PP	975.25
2018	PP	F02L	BOONE FIRE LATE LIST	520.48
2018	PP	G01	WATAUGA COUNTY PP	6,105.00
2018	PP	G01L	WATAUGA COUNTY LATE LIST	3,258.08
			2018 TOTAL	10,858.81

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Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2018 TO 06/29/2018

P 4  
tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE AMOUNT

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SUMMARY TOTAL 11,182.25

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Larry.Warren

WATAUGA COUNTY  
RELEASES - 06/01/2018 TO 06/29/2018

P 5  
tncrpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F01	2008	F01 FOSCOE FIRE RE	4.00
F01	2008	G01 WATAUGA COUNTY RE	25.04
F01	2009	F01 FOSCOE FIRE RE	4.00
F01	2009	G01 WATAUGA COUNTY RE	25.04
F01	2010	F01 FOSCOE FIRE RE	4.00
F01	2010	G01 WATAUGA COUNTY RE	25.04
F01	2011	F01 FOSCOE FIRE RE	4.00
F01	2011	G01 WATAUGA COUNTY RE	25.04
F01	2012	F01 FOSCOE FIRE RE	4.00
F01	2012	G01 WATAUGA COUNTY RE	25.04
F01	2013	F01 FOSCOE FIRE RE	4.00
F01	2013	G01 WATAUGA COUNTY RE	25.04
F01	2014	F01 FOSCOE FIRE RE	5.00
F01	2014	G01 WATAUGA COUNTY RE	31.30
F01	2015	F01 FOSCOE FIRE RE	5.00
F01	2015	G01 WATAUGA COUNTY RE	31.30
F01	2016	F01 FOSCOE FIRE RE	5.00
F01	2016	G01 WATAUGA COUNTY RE	31.30
F01	2017	F01 FOSCOE FIRE RE	5.00
F01	2017	G01 WATAUGA COUNTY RE	35.30
F01 TOTAL			323.44
F02	2018	F02 BOONE FIRE PP	975.25
F02	2018	F02L BOONE FIRE LATE LIST	520.48
F02	2018	G01 WATAUGA COUNTY PP	6,105.00
F02	2018	G01L WATAUGA COUNTY LATE LIST	3,258.08
F02 TOTAL			10,858.81
SUMMARY TOTAL			11,182.25



**AGENDA ITEM 8:**

**BLUE RIDGE RESOURCE CONSERVATION & DEVELOPMENT FUNDING REQUEST**

**MANAGER’S COMMENTS:**

Per Commissioner request, reconsideration of funding for the Blue Ridge Resource Conservation & Development is being sought. No funding was allocated to Blue Ridge Resource Conservation & Development in the Fiscal Year 2018-2019 budget and the last time funding was approved was in 2010 in the amount of \$400. Blue Ridge Resource Conservation & Development is requesting \$3,000.

Board action is required should funding be approved.



## Local Government Support for Blue Ridge RC&D

### History:

The Blue Ridge Resource Conservation and Development council (RC&D) is a local 501(c) 3 non-profit organization that was chartered in 1992. We serve seven counties in northwestern North Carolina: Yancey, Mitchell, Avery, Watauga, Wilkes, Ashe & Alleghany. Our board is composed of local county residents that serve on the board voluntarily. Our mission is to improve the human and natural resources of our seven-county area to make it a better place to live, work, and play. Within that broad mission we have accomplished myriad projects that benefit northwestern NC.

The national RC&D program originally began as a program of the U.S. Dept. of Agriculture and received federal support. During the economic crash of 2009/2010, congress eliminated financial support for the RC&D program. Without federal financial support many RC&Ds ended up dissolving, but numerous RC&Ds learned to adapt and transition to a new financial model.

Our council is in a strong financial position, however we still seek local support for continued growth for our organization and multi-year programs.

### Summary of projects benefiting **Watauga County**:

*Rural Energy for America Program*: Blue Ridge was awarded a grant from the USDA Rural Energy for America Program (REAP) to provide energy assessments and host informational workshops for our area. These funds are being used to assist local farmers and small businesses. Blue Ridge has worked with the county extension, soil and water district, chamber of commerce, and others to promote our free services. Blue Ridge helped secure **\$9,560.00** for "Cheap Joes Art Supply" for upgrading to more efficient light bulbs in the Boone warehouse. In addition, Blue Ridge helped secure **\$4,480.00** for "Against the Grain" farm to install a passive-solar greenhouse. Blue Ridge staff will continue working with pertinent Watauga County agencies and organizations to host information sessions for small businesses and farms to receive assistance in applying for these grants.



**Natural Resource Conservation Service:** Blue Ridge and 5 other RC&D's in NC were recently awarded a grant to assist NRCS in outreach in our communities. Blue Ridge will be conducting information sessions for farmers in Watauga County to learn about the NRCS programs specifically organic farming, energy conservation and high tunnel programs. We will be working in collaboration with the FSA, NRCS, Extension, and Soil and Water offices to host the informational meeting.

**Middle Fork Greenway River Restoration Prioritization Plan Project:** Blue Ridge RC&D, the High Country Council of Governments, and Blue Ridge Conservancy are working together to develop a prioritization plan for restoration projects along the expanding Middle Fork Greenway. Blue Ridge RC&D helped secure over \$25,000.00 to go towards this project. As the Middle Fork Greenway trail is being established, there is great opportunity to restore the river and tributaries, riparian buffer and provide habitat in areas where needed. A comprehensive River Restoration Prioritization Plan will guide these activities and contribute to the overall health of the corridor as the trail is developed.

Mailing Address: PO Box 782, Spruce Pine NC 28777  
Phone: 828-284-9818



ROY COOPER  
*Governor*  
MICHAEL S. REGAN  
*Secretary*  
S. JAY ZIMMERMAN  
*Director*

April 27, 2017

Shane Fox, Executive Director  
High Country Council of Governments  
468 New Market Blvd  
Boone, NC 28607

Dear Mr. Fox,

I am pleased to announce that \$25,000 in financial assistance for a project located in your region has been approved by the State of North Carolina.

I congratulate the High Country Council of Governments on its sponsorship of the Middle Fork Greenway: River Restoration Prioritization Plan Project. This grant will provide financial assistance to create a River Restoration Prioritization Plan for a 6.5 mile corridor along the Middle Fork of the New River. Your efforts to integrate environmentally-sustainable water-based recreational development with watershed improvement efforts in your region are to be commended.

The Division of Water Resources within the NC Department of Environmental Quality will be contacting the Executive Director of the Blue Ridge Resource Conservation & Development Council soon to discuss the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project.

Sincerely,

S. Jay Zimmerman, P.G.  
Director, Division of Water Resources

CC: Jonathan Harisell, Blue Ridge Resource Conservation & Development Council, Inc.

Nothing Compares  
State of North Carolina - Environmental Quality  
1011 Mail Service Center | Raleigh, North Carolina 27699-1011  
919 382 9800

**Firewise USA:** Blue Ridge entered with an agreement with the US Forest Service and the NC Forest Service to educate the citizens of our communities about the importance of taking steps to reduce wildfire risk. We have promoted the “Firewise USA” program, a free, easy hands-on community program that reduces risk. This program helps homeowners create a defensible space around their home that will help protect them in the event of a wildfire. Blue Ridge RC&D has worked with the Watauga County NCFs ranger, Watauga County Fire Departments, the Watauga County Fire Marshall, Cooperative Extension, communities (e.g. Seven Devils, Blowing Rock, etc.) and others.

Mailing Address: PO Box 782, Spruce Pine NC 28777  
Phone: 828-284-9818



**NC COOPERATIVE EXTENSION** **FARM CREDIT** **SiteOne** **SOUTHERN AG**

Watauga Extension Professional Landscape Day  
October 12th 2017

To make sure that you get credits you need: please sign the sheet for EACH class. While this may seem time consuming, it will allow those who can't stay all day, or only need certain credits to be there for just those classes. If you have more than one license sign a sheet for EACH license.

Time	Class	Pesticide Cert. Hours	Contractors License Credits	ISA Cert. Hours
8:15-8:30	Registration: \$10 to cover lunch			
8:30-9:30	Turf Diseases: Dr. Jim Kearns Associate Professor and Extension Specialist N.C. State University	LNDX	✓	
9:35-10:35	Update on Invasive Insects and Diseases: Leer Powell, ISA Certified Arborist and Paige Patterson, Watauga Extension Agent	LNDX	✓	✓
10:40-11:40	Demonstration: Planting trees and new staking and bracing techniques. Rob Reynolds, ISA Certified Arborist		✓	✓
11:40-12:40	lunch and visit with vendors			
12:40-1:40	Pesticide Safety on the Jobsite: Transportation, Spills, Personal Protective Equipment, OSHA Respirator Requirements	LNDX	Business	
1:45-2:45	Proper Sand Installation and Sealing of Pavers: Mike Sigmon, Site One Landscape Supply		✓	
2:50-3:50	Firewise Landscapes, Incorporating Fire Safety into Landscape Design and Services: Jonathan Hartsell Blue Ridge Resource Conservation and Development		✓	
3:55-4:55	The Struggle is Real Internet Marketing Tips and Tricks: Kelley St. Germain, Germain Media		business	

**ROSETTA** **MIRIMACHI GREEN** **BLUE RIDGE RC&D**

**Appalachian STATE UNIVERSITY**

Laura England  
Sustainable Development Department  
Living Learning Center - Academic (LLA)  
305 Studenheimer Drive  
Boone, North Carolina 28606  
828-262-7237 englandl@appstate.edu

May 1, 2017

Dear Jonathan & others at Blue Ridge RC&D,

On Friday April 28th, students in my course *Outreach Skills for Sustainability* successfully hosted the **Roots of Resilience Film Festival**. We had an enthusiastic audience, including students, faculty, staff and community members. If you're interested in watching or re-searching any of the films that were screened, you'll find links here: <https://sd.appstate.edu/central/roots-resilience-film-festival/>.

We are so grateful for your participation in the documentary project. We recognized our partners at the beginning of the event and acknowledged the significant amount of time and ideas that you contributed to the making of the documentary about your organization. We hope that it will be a useful tool for you in your communications efforts.

Thank you for partnering with us on this project!

Much admiration,  
*Laura England*  
Laura England

P.S. I've enclosed a donation from Friday's audience contributions!

**ROOTS OF RESILIENCE**  
FILM FESTIVAL  
cultivating sustainable community in the high country

*Rayla Jones*  
*Victoria Padgett*  
*Courtney Sullivan*  
*Wesley McPherson*  
*Nicholas Esh*  
*Joe Yee*  
*Haithya Reed*  
*Traci Cunningham*  
*Rachel Wood*  
*Jess Lingle*  
*Natalie Wilber*

Toe-Cane Watershed Coordinator → Blue Ridge RC&D Watershed Coordinator

Blue Ridge RC&D would like to expand the services of the Toe-Cane Watershed Coordinator to include all seven counties in the Blue Ridge RC&D coverage area. The Toe-Cane Watershed Coordinator has previously worked to promote and provide environmental education programs for citizens in Avery, Mitchell, and Yancey Counties. Following an excellent 2017 outreach campaign, Blue Ridge RC&D can expand the watershed coordinators services to reach all seven Northwestern NC counties. Programs are designed for all ages and citizen groups. School outreach program examples include: an exploration of local resources and landscapes, issues and solutions on how to improve and positively impact your watershed and community. River Field Days are coordinated and planned with partners (e.g. U.S Fish and Wildlife Service, North Carolina Wildlife Resources Commission, Soil and Water Conservation Districts, and other agencies and organizations) to set up stations for students which give them hands-on outdoor environmental education opportunities. Erosion and invasive species workshops can be provided through the Blue Ridge RC&D Watershed Coordinator along with partners such as the NC Cooperative Extension. Organized river clean-ups are also offered and coordinated with the help of community volunteers. The Blue Ridge RC&D Watershed Coordinator's services and programs provide each community with environmental education and water quality improvement programs.

Mailing Address: PO Box 782, Spruce Pine NC 28777  
Phone: 828-284-9818





*Dam Removal Projects:* Blue Ridge RC&D is working with American Rivers and the Watauga County Riverkeeper to remove two non-functioning dams in Watauga County. The projects are still in the early stages but we expect to break ground later in 2018.



**What is Blue Ridge RC&D asking of you- one of our local government units?**

Simply said we need your support. We are pushing for two full-time employees that will greatly increase our services to each county.

Blue Ridge has brought not only environmental benefits but also income to Watauga County. Last year Blue Ridge RC&D was successful in bringing over \$39,000.00 in project funds. Additionally, Blue Ridge RC&D has provided over \$10,000.00 in outreach time helping Watauga's communities better prepare for wildfires and helping Watauga's farms and small businesses take advantage of energy efficiency/renewable energy improvement opportunities.

Blue Ridge asks that each county we serve support these efforts at a minimum of \$3,000.00 per year if possible. Blue Ridge also understands that each county finances are different and hope you will consider supporting us at some level.

Sincerely,

Blue Ridge RC&D Council members

and Jonathan Hartsell- Executive Director

A handwritten signature in black ink, appearing to read "Jonathan Hartsell".



Mailing Address: PO Box 782, Spruce Pine NC 28777  
Phone: 828-284-9818

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**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Proposed Resolution Supporting The Naming of The U.S. Highway 221/U.S. 421 Overpass In The Deep Gap Community In Honor of Sergeant Dillon C. Baldrige*

**MANAGER'S COMMENTS:**

A resolution requesting the Board's support in naming the future U.S. 221/U.S. 421 overpass in the Deep Gap community in honor and memory of Sergeant Dillon C. Baldrige who gave the ultimate sacrifice for his community and Country.

Board action is required to adopt the resolution as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**DRAFT**

**PROPOSED RESOLUTION SUPPORTING THE NAMING OF  
THE U.S. HIGHWAY 221/U.S. 421 OVERPASS IN THE DEEP GAP COMMUNITY  
IN HONOR OF SERGEANT DILLON C. BALDRIDGE.**

**WHEREAS**, Dillon C. Baldrige was born on born on July 18, 1994; and

**WHEREAS**, Dillion decided to become a soldier and joined the United States Army right out of high school; and

**WHEREAS**, Baldrige, 22, was one of three U.S. combatants killed during a Taliban attack against Operation Freedom’s Sentinel in Afghanistan on June 10, 2017; and

**WHEREAS**, in 2018, The North Carolina General Assembly passed a bill naming the future U.S. 221/U.S. 421 overpass in the Deep Gap Community in Dillion’s honor; and

**WHEREAS**, Sergeant Dillion faithfully served, protected, and preserved the peace and well-being of the citizens of the United States of America; and

**WHEREAS**, on June 10, 2017, Sergeant Dillon C. Baldrige gave the ultimate sacrifice for his community and Country.

**NOW, THEREFORE, BE IT RESOLVED** that the Watauga County Board of Commissioners supports the naming of the U.S. Highway 221/U.S. 421 Overpass in the Deep Gap Community in Honor and Memory of Sergeant Dillon C. Baldrige.

**ADOPTED** this the 17th day of July, 2018.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

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

**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Community/Recreation Center Request*****MANAGER'S COMMENTS:**

In February, the Board approved the increase in scope for the community recreation center with the addition of the two (2) gyms bringing the total to four (4) gyms. The proposal included in the packets formalizes the increase in scope for the two (2) additional gyms. As noted previously, the cost of the increase in scope is \$356,000 bringing the total cost to \$34,947,500. However, after additional negotiations staff was able to secure a reduction of \$16,000 bringing the increase in scope to \$340,000.

Board approval is required to formalize the increase in scope as previously directed in February.



June 27, 2018

Watauga County Manager  
814 West King Street  
Suite 205  
Boone, NC 28607

Attn: Mr. Deron Geouque  
County Manager

**RE: WATAUGA COMMUNITY AND RECREATION CENTER**

Dear Deron,

We are pleased to submit our proposal for the additional design requirements for the WCRC. As we have discussed, our original scope of work was based on incorporating two gymnasiums and the aquatics components. During the programming and schematic designs, it was determined that two additional gymnasiums and support space would be included as part of the project. This increased the overall budget to \$35,000,000. In addition, we will be including interior design services for the selection of furniture in the office spaces and common lobby space. Outlined below is the updated budget as we have been discussing in recent meetings. We are excited to get this out in the community and look forward to accepting bids on August 8<sup>th</sup>.

**COMPENSATION**

Per our original agreement, Clark Nexsen agrees to provide professional services as outlined above in the Scope of Services and in conjunction with AIA document B101-2007. We propose revisions as noted below:

**Basic Design Services**

<i>Building costs + Site Costs</i>	\$	29,800,000
<i>Contingency</i>	\$	892,000
<b><i>Total construction budget</i></b>	<b>\$</b>	<b>30,692,000</b>
<i>Soft costs (permitting, CM pre-con fee, geotech, special inspector, material testing, etc.)</i>	\$	882,500
<i>Furniture, Fixtures and equipment budget</i>	\$	800,000
<i>Technology</i>	\$	107,000
<i>Basic services per original scope of work</i>	\$	\$2,080,000
<b><i>Additional services for increased scope of work</i></b>	<b>\$</b>	<b>356,000</b>
<i>Councilman Hunsaker business study</i>	\$	30,000
<b><i>Total Project Budget</i></b>	<b>\$</b>	<b>34,947,500</b>



Please review this proposal and with your approval we will create an addendum to our contract. Should you have any questions please do not hesitate to contact me.

Sincerely,

**CLARK NEXSEN**



Chadwick S Roberson, AIA, LEED AP BD+C  
Principal



301 College Street, Suite 300  
Asheville, NC 28801  
clarknexsen.com



**Deron.Geouque**

---

**To:** Chad Roberson  
**Cc:** Megan E. Clark  
**Subject:** RE: 7308 WCRC

**From:** Chad Roberson [<mailto:CRoberson@ClarkNexsen.com>]  
**Sent:** Wednesday, July 11, 2018 9:06 AM  
**To:** Deron.Geouque  
**Cc:** Megan E. Clark  
**Subject:** 7308 WCRC

Deron,  
Based on our conversation this morning, our proposed fee amendment would be \$340,000. Megan, please prepare the AIA amendment to send to Deron for signatures.

Thx  
Chad

**Chad Roberson** AIA, LEED AP BD+C  
Principal



**CLARKNEXSEN**

301 College Street Suite 300  
Asheville, NC 28801 -  
828.333.6271 Direct  
828.232.0608 Office  
[croberson@clarknexsen.com](mailto:croberson@clarknexsen.com)  
[www.clarknexsen.com](http://www.clarknexsen.com)

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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Contract for Phase II of the Public Safety and Emergency Communications Systems Comprehensive Study*****MANAGER'S COMMENTS:**

At the annual budget retreat, Board direction was given to develop a contract to complete a comprehensive study of public safety and emergency communications systems. Marvin Hoffman conducted and completed the study for the County. The County has been satisfied with Mr. Hoffman and his work product. Due to the departure of Jeff Virginia and the desire to keep the momentum going forward staff would like to extend an additional offer to Marvin Hoffman for technical assistance and planning services regarding the County's emergency communications systems.

Board action, contingent upon County Attorney review, is required to accept the contract with Mr. Marvin Hoffman in the amount of \$14,000 and additional charges for travel to be approved by the County Manager and follow the County policy regarding per diems.

## A Proposal for Public Safety and Emergency Communications Technical Assistance and Planning Services Watauga County, North Carolina

Marvin K. Hoffman (CONSULTANT) agrees to provide technical assistance and project planning services to Watauga County, NC (COUNTY) for its **Public Safety and Emergency Communications Upgrade Project**.

CONSULTANT will provide the County Director of 911 and Emergency Services or his designee with services as follows:

- Assisting in securing communications engineering and other technical services needed to implement portions of the REPORT that can be accomplished within available funding, including, but not limited to, these tasks:
  - Recommending an independent registered professional engineer qualified in the area of radio frequency system design to prepare radio coverage maps for the five site simulcast system, including voting receivers and each of the zone repeaters identified in the REPORT submitted by the CONSULTANT to the Board of Commissioners on February 21, 2018.
  - Assisting COUNTY in securing services of a registered professional engineer qualified to complete structural and engineering evaluations of the Rich Mountain communications tower to determine its capacity to meet the wind and ice loading of the various antennas identified in the REPORT needed to serve as a central hub for the communications system.
  - Assisting COUNTY in developing the Deep Gap site, including recommending a site lease with the Watauga County Board of Education, securing tower engineering and construction services for the tower and communications building at the Parkway School site, as well as a standby generator, site monitoring equipment and necessary electrical service. CONSULTANT will assist the COUNTY is purchasing communications equipment needed to place this site in operation as soon as possible.
  - Continuing consultations with various parties regarding construction of a public safety communications site in the Foscoe area.
  - Assisting the COUNTY in securing communications engineering services concerning microwave paths between the five sites and from Rich Mountain to the 911 center as required to secure FCC licenses.
  - Assisting COUNTY with frequency coordination and FCC licensing of additional channels for repeaters at the various sites in the system.
  - Assisting COUNTY in developing a plan for bringing the Rich Mountain equipment building up to current public safety standards with regard to electrical service, adding an uninterruptable power supply, improved electrical grounding, security, structural integrity and site monitoring systems.



- Meeting with appropriate representatives for FirstNetNC, NC Broadband, ATT&T, Verizon and other communications carriers to identify opportunities for co-location of COUNTY equipment and/or access to existing or planned fiber optic networks that may be used for the benefit of COUNTY.
- Submitting to the COUNTY Manager on the last business of each month a report on activities taken by CONSULTANT activities and progress made on the project.

Nothing in this agreement shall be construed:

- a. to authorize CONSULTANT to purchase equipment or services in behalf of COUNTY. Normal COUNTY procedures for purchases and contracts shall apply.
- b. that the CONSULTANT is providing engineering services to COUNTY since the CONSULTANT is not an engineer and is not representing himself to be an engineer.

**Duration of Technical Services Agreement:** This agreement will cover the period of July 1, 2018- November 30, 2018.

**Consulting Fee:** Not to exceed \$14,000.00, plus any expenses for travel incurred with the prior approval of the County Manager

Subject to prior approval by the County Manager, CONSULTANT will be reimbursed by COUNTY for travel and lodging outside Watauga County which is necessary and integral to this project. COUNTY mileage and per diem rates shall apply. Travel expenses within Watauga County are included in the fee paid by the COUNTY to the CONSULTANT and are not reimbursable.

**Termination of Agreement:** Either party may terminate this agreement upon 15 days notice. In the event that this agreement is terminated any time prior to November 30, 2018, COUNTY will compensate CONSULTANT at the rate of \$2,800.00 for each month that CONSULTANT has been actively engaged on the project.

**Further, it is mutually agreed:**

COUNTY will provide CONSULTANT access to sites, system information, frequencies, channels, talk groups as well as access to COUNTY personnel as needed to complete this project.

CONSULTANT will not make any adjustment to equipment or in any way alter any operational procedures used by the COUNTY.

Marvin K. Hoffman

June 21, 2018

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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Proposed Renewals of Maintenance Agreements***

1. VESTA
2. Console Infrastructure
3. Fixed Equipment
4. Subscribers
5. Centerline Maintenance

Board approval will be requested for four maintenance contracts with Wireless Communications Inc. and one contract with High Country Council of Governments for the County's E911 and Emergency Management Radio systems. The VESTA (Patriot System) Maintenance, \$57,580.32, the Console Infrastructure Maintenance, \$12,900, the Fixed Equipment Maintenance, \$10,080, and the Subscribers Maintenance, \$4,872; and Centerline Maintenance contract with High Country Council of Governments for an hourly rate of \$60.00 not to exceed \$7,200 are all included in the current budget.

Board action is requested to approve the VESTA Maintenance, Console Infrastructure Maintenance, the Fixed Equipment Maintenance, and the Subscribers Maintenance contracts with Wireless Communications Inc. in the amounts of \$57,580.32, \$12,900, \$10,080, and \$4,872, respectively and High Country Council of Governments for Centerline Maintenance at an hourly rate of \$60.00 not to exceed \$7,200.



# WATAUGA COUNTY

071718 BCC Meeting

## Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

Jeff Virginia-Director

Email: [Jeff.Virginia@watgov.org](mailto:Jeff.Virginia@watgov.org)

July 10, 2018

To: Watauga County Board of Commissioners

Reference: Yearly Maintenance Agreements

Cc: Deron Geouque

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Watauga County Communications and Emergency services have been using Mobile Communications America, formerly known as Wireless Communications, for the maintenance of our 911 call processing equipment along with all of our radio communications equipment for many years. We are extremely pleased with the quality of work, their promptness when a problem is reported and their professional attitudes.

High Country Council of Governments maintains the centerlines for the Watauga County 911 mapping system as well as creating new and maintaining ESN's (emergency service number) for Watauga County Fire Service Districts.

I have attached the maintenance agreements for the items that are listed below for your review.

Wireless Communications VESTA maintenance agreement	<b>911 fundable</b>
Wireless Communications Console Infrastructure maintenance agreement	<b>911 fundable</b>
High Country Council of Governments Centerline Maintenance	<b>911 fundable</b>
Wireless Communications Fixed Equipment maintenance agreement	
Wireless Communications Subscribers maintenance agreement	

County Manager Geouque will present these requests in my absence.

The above agreements were funded in the 2018-19 year budget. I respectfully request the Watauga County Board of Commissioners to consider and approve these maintenance agreements.



1-800-346-5525

SERVICE AGREEMENT



071718 BCC Meeting
Motorola Authorized Service Station

4800 Reagan Dr.
Charlotte, NC 28206

DATE: 12-Feb-18

CUSTOMER/AGREEMENT NUMBER

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Jeff Virginia

CUSTOMER #

BILLING ADDRESS: 184 Hodges Gap Rd.

Dept.

CITY/STATE/ZIP: Boone NC 28607

CUSTOMER CONTACT: Jeff Virginia

CONTRACT START DATE: 3/7/2019

AUTOMATIC RENEWAL: YES NO

EXPIRATION DATE: 3/6/2020

CUSTOMER PHONE #: 828 264-3761

Fax #: 828 265-7617

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM. THE EQUIPMENT ON THE CUSTOMER AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS, OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA TOWER, OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

OFFICE USE ONLY
SERVICE MGT APPROVAL
FIR
LO
PR

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, TYPE OF SERVICE (CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG.\*), MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Rows include Geo-Diverse Vesta 911 System, Call Taker Workstations, CommandPost Unit, Spare Parts, Spectracom Network, Trippite UPS, Airbus Software Support, and Airbus 24x7 Remote Monitoring.

SPECIAL INSTRUCTIONS:
7x24 Emergency Callout service on fixed Equipment.
UPS coverage does not include replacement batteries.
The Airbus services are subject to change upon receipt of a revised quote.
For Service Call SERVICE CENTER:
Charlotte, NC
Mobile Communications
4800 Reagan Dr.
Charlotte, NC 28206
704 597 5220, Fax 597-5497
Toll Free 1-800-346-5525

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

Summary table with rows: TOTAL PER MONTH (\$4,798.36), TAXES Term, TOTAL (\$57,580.32), and a note: THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS TO BE VERIFIED BY MOBILE COMM.

NEW AGREEMENT
SUPERSEDE AGREEMENT NUMBER(S): 1060

ADDITIONAL TERMS, CONDITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? YES ATTACHED P.O. #

NO
Bruce Williams
336-324-3627
Fax 888-412-6139

MOBILE COMM. SALES/SERVICE REP (SIGNATURE) TELEPHONE #

SA 10/07/18

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

**NOTE:**

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL WIRELESS COMMUNICATIONS, INC. OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 8724 GLENWOOD AVENUE, RALEIGH, NC 27612**





1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station

071718 BCC Meeting

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 1-Feb-18

CUSTOMER/AGREEMENT NUMBER

SERVICE LOCATION

CUSTOMER #:

OFFICE USE ONLY
SERVICE MGT APPROVAL
PIN:
LO:
PR:

CUSTOMER NAME: Watauga County

ATTN: Elaine Griffith

BILLING ADDRESS: 184 Hodges Gap Rd.

CITY / STATE / ZIP: Boone NC 28607

CONTRACT START DATE: 7/1/2018
AUTOMATIC RENEWAL: YES NO
EXPIRATION DATE: 6/30/2019

CUSTOMER CONTACT: Elaine Griffith

CUSTOMER PHONE #'s: 828 265-5708

Fax # - 828 265-7617

Dept.

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, TYPE OF SERVICE (CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. \*), MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Row 1: 1 Console Infrastructure Equip - Attach A, X, X, \$1,075.00.

SPECIAL INSTRUCTIONS:
See Attachment A for detailed equipment list
7x24 Emergency Callout service on fixed Equipment

For Service Call SERVICE CENTER:
Charlotte, NC
MOBILE COMMUNICATIONS AMERICA
4800 Reagan Dr.
Charlotte, NC 28206
704 597 5220, Fax 597-5497
Toll Free 1-800-346-5525

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

TOTAL PER MONTH \$1,075.00

TAXES not included
Term
TOTAL \$12,900.00

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOBILE COMM.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? YES ATTACHED P.O. #

NO
Dave Walton
704-597-5220 ext. 610
Fax 704-597-5497
MOBILE COMM. SALES SERVICE REP. (SIGNATURE) TELEPHONE #

Attachment A  
Watauga County 911 Console Equipment

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



## SERVICE AGREEMENT

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

## NOTE:

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560**

**A CONTRACT FOR:**

**THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES FOR  
WATAUGA COUNTY COMMUNICATIONS & EMERGENCY SERVICES DEPARTMENT**

**PREPARED FOR:**

**DERON GEOUQUE  
WATAUGA COUNTY MANAGER**

**PREPARED BY:**

**THE HIGH COUNTRY COUNCIL OF GOVERNMENTS  
468 NEW MARKET BLVD.  
BOONE, NC 28607**

**JULY 5, 2018**

**AGREEMENT BETWEEN  
THE HIGH COUNTRY COUNCIL OF GOVERNMENTS AND  
WATAUGA COUNTY FOR THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM  
(GIS) SERVICES**

This **AGREEMENT**, entered into on the 7<sup>th</sup> day of July, 2018, by and between the High Country Council of Governments (hereinafter referred to as the "Planning Agency") and Watauga County (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

**WHEREAS**, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes. Technical assistance shall consist of the provision of GIS Services described below; and

**WHEREAS**, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

**WHEREAS**, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Scope of Services**, The Planning Agency will furnish the following GIS support to update and maintain the Local Government's E-9-1-1 GIS geodatabase on a quarterly basis:
  - 1) Receive the following data from the Local Government for E-9-1-1 road centerline and/or ESN updates:
    - a. Trimble's Standard Storage File(s) (SSF) created during field collection by the Local Government Communications Department Address Technician. (SSF files are created when mobile data collection is performed with the Local Government's Trimble Geo 7 mobile device.)
    - b. Microsoft Excel spreadsheet of all needed changes to road centerlines and/or ESN boundaries.
  - 2) The Planning Agency will use Pathfinder Office to differentially correct and post-process the SSF file(s), and load into the E-9-1-1 geodatabase.
    - a. Assign necessary attributes to the road centerline.
  - 3) The Planning Agency will perform all needed edits to road centerlines and/or ESN boundaries according to the Microsoft Excel spreadsheet such as, new road creation, road range modification, ESN number changes, ESN boundary changes, etc.
  - 4) Deliver updated geodatabase to the Local Government Communications Department and Town of Boone for the Computer Aided Dispatch System.
2. **Personnel**. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government to perform work described above. Jessica B. Welborn, GISP, GIS Planner, will be the Planning Agency staff assigned to the

project. Local Government Communications Department Address Technician, will be the Local Government point of contact.

**3. Responsibilities of the Local Government.**

- 1) Provide SSF data file(s) to the Planning Agency for processing.
- 2) Facilitate communication with the Town of Boone for E-9-1-1 geodatabase access.

**4. Compensation.** The Local Government will compensate the Planning Agency at an actual hourly rate of \$60/hour. The Planning Agency will invoice the Local Government quarterly once updates are complete. The Planning Agency will supply a Project Tracker to the Local Government with each Invoice.

**5. Deliverables.** Final deliverable will be include:

- 1) Updated E-9-1-1 ESRI geodatabase

**6. Termination/Modifications.** The Local Government may terminate this contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal, either party may do so with written approval of the other.

**7. Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all GIS products shall be provided by June 30, 2019.

**8. Interest of Members, Officers, or employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

**9. Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.

10. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

11. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this AGREEMENT as of the date first above written.

LOCAL GOVERNMENT:  
WATAUGA COUNTY

PLANNING AGENCY:  
HIGH COUNTRY COUNCIL OF  
GOVERNMENTS

By: *Dean George*  
County Manager

By: *Amy L. Rice*  
Executive Director

Attest: *Jammy Adams*

Attest: *Jessica Welton*

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

High Country Council of Governments Finance: *Mary Beth*

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

7-6-2018 *Dean George*  
Date Finance Director





1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 5-Feb-18

CUSTOMER/AGREEMENT NUMBER

SERVICE LOCATION

CUSTOMER #:

Dept.

OFFICE USE ONLY
SERVICE WGT APPROVAL
FM
LO
PR

CUSTOMER NAME: Watauga County

ATTN: Jeff Virginia

BILLING ADDRESS: 184 Hodges Gap Rd.

CITY / STATE / ZIP: Boone NC 28607

CONTRACT START DATE: 7/1/2018
AUTOMATIC RENEWAL: YES NO
EXPIRATION DATE: 6/30/2019

CUSTOMER CONTACT: Jeff Virginia
CUSTOMER PHONE #'s: 828-265-6922
Fax # - 828 262-5725

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM., THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, TYPE OF SERVICE (CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. \*), MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Row 1: 1 Fixed Infrastructure Equip - Attachment A, X, X, \$840.00.

SPECIAL INSTRUCTIONS: See Attachment A for detailed equipment list. All Equipment is subject to the availability of parts and support from the original equipment manufacture. Non Motorola units may take longer to repair due to parts and support issues. Multicontract discount has been applied to this contract. Should one or more of the other contracts be canceled, normal contracts rates shall apply. 4 hour on site response time for emergency failures 7x24. For Service Call SERVICE CENTER: Charlotte, NC, MOBILE COMMUNICATIONS AMERICA, 4800 Reagan Dr., Charlotte, NC 28206, 704 597 5220, Fax 597-5497, Toll Free 1-800-346-5525.

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

Summary table: TOTAL PER MONTH \$840.00, TAXES not included, Annual TOTAL \$10,080.00

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS. TO BE VERIFIED BY MOBILE COMM.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? YES ATTACHED P.O. #

Dave Walton
704-597-5220 ext. 610
Fax 704-597-7050
MOBILE COMM. SALES/SERVICE REP. (SIGNATURE) TELEPHONE #

Attachment A  
Watauga County Fixed Equipment

QTY	DESCRIPTION	TYPE	MODEL	SERIAL #	Location	NOTES
1	Channel 5 Base	Quantar	T5365A		Howard's Knob	
1	Fire channel Repeater	Quantar	T5365A	448CGP0087	Rich Mountain	
1	Sheriff Channel 1 Repeater	Quantar	T5365A	448CJT0071	Rich Mountain	
1	Sheriff Channel 3 Repeater	Quantar	T5365A	509CFF1263	Rich Mountain	
1	Sheriff 3 West Repeater	Quantar	T5365A	448CJD0048	Buckeye Knob	
1	Fire Buckeye 1 Repeater	Quantar	T5365A	448CJR0057	Buckeye Knob	
1	Fire Buckeye 2 Repeater	MTR3000	T3000A	512IMW0443	Buckeye Knob	
1	Fire Green Hill Repeater	MTR3000	T3000A		Green Hill	
2	Fire Wildcat Repeaters	MTR3000	T3000A		Wildcat	
2	Argus Battery Chargers for Above repeaters					
1	Sheriff 3 Control Station	MTR3000	T3000A	512IMW0318	Dispatch	
1	Sheriff 3 West Control Station	SLR8000			Dispatch	See Note 1
1	Fire 1 Control Station	SLR8000			Dispatch	See Note 1
1	Boone Fire Control	MTR2000	T5544	512CJT0406	Dispatch	See Note 4
1	Medics Control Station	SLR8000			Dispatch	See Note 1
1	Sheriff 1 Control Station	SLR8000			Dispatch	See Note 1
1	Boone PD Control Station with	CDM750	AAM25KKC9AA1AN		Dispatch	
1	Console VHF	APX7500	APX7500 Console		Dispatch	See Note 1
1	MC2000 Tone Remote Deskset	MC2000	L3217		Dispatch	
1	XTL 5000 VIPER Console	XTL5000	L20URS9PW1AN	276CJB0156	Dispatch	
1	Watauga Rescue Repeater	Quantar			Howard's Knob	
1	Blowing Rock PD	MTR2000	T5544		Green Hill	See Note 4
1	Blowing Rock PD	CDM-1550-LS			Dispatch	

## Notes:

- 1) Installed Jan 2018
- 2) Repair/replacement of transmission line, antennas and grounding/lightning protection parts and labor are not covered under this agreement.
- 3) Interference and intermod issues are not covered in this contract.
- 4) This equipment will no longer be supported by Motorola in 2018 and only reasonable effort repair service will be provided.

## SERVICE AGREEMENT

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

**NOTE:**

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560**





1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station 071718 BCC Meeting

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 8-Mar-18

CUSTOMER/AGREEMENT NUMBER

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Jeff Virginia

CUSTOMER #:

BILLING ADDRESS: 184 Hodges Gap Rd. Box D

Dept.

CITY / STATE / ZIP: Boone NC 28607

CUSTOMER CONTACT: Jeff Virginia
CUSTOMER PHONE #'s: 828-265-6900
Fax # - 828 262-5725

CONTRACT START DATE: 7/1/2018
AUTOMATIC RENEWAL: YES NO
EXPIRATION DATE: 6/30/2019

OFFICE USE ONLY
SERVICE MGT APPROVAL
FN
LO
PR

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM., THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. \*, MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Includes rows for APX7000, APX8000, XTS2500, APX Mobiles, and Motorola Mobiles.

SPECIAL INSTRUCTIONS:
All Equipment is subject to the availability of parts and support from the original equipment manufacture. Non Motorola units may take longer to repair due to parts and support issues.
For Service Call SERVICE CENTER:
Charlotte, NC
MOBILE COMMUNICATIONS AMERICA
4800 Reagan Dr.
Charlotte, NC 28206
704 597 5220, Fax 597-5497
Toll Free 1-800-346-5525

Summary table with columns: TOTAL PER MONTH, TAXES (Annual, TOTAL), MONTHLY SVC AMOUNT (\$406.00), TOTAL (\$4,872.00). Includes note: THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOBILE COMM.

PAYMENT CYCLE: ANNUALLY, QUARTERLY, MONTHLY, OTHER
TAX EXEMPT: YES, ATTACH EXEMPT CERTIFICATE, NO

NEW AGREEMENT SUPERSEDE AGREEMENT
AGREEMENT NUMBER(S): 1060
ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.
AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE
IS P.O. REQUIRED? YES NO ATTACHED P.O. #
Dave Walton
704-597-5220 ext. 610
Fax 704-597-7050
MOBILE COMM. SALES/SERVICE REP (SIGNATURE) TELEPHONE #

## SERVICE AGREEMENT

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

**NOTE:**

**DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560**

**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Proposed Lease with Tourism Development Authority (TDA)*

**MANAGER'S COMMENTS:**

The Watauga County Tourism Development Authority is requesting to lease space temporarily from the County in the East Annex. The time period would be a minimum of two (2) years while they secure a new location. The TDA would pay \$1,545 monthly. Funds generated from the lease could be utilized to renovate the building for new court purposes. Staff would recommend the Board approve the lease with the TDA in the amount of \$18,540 annually.

Board approval is required.

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered with an effective date of July 1, 2018 by and between Watauga County, a corporate body politic (“Landlord”), and Watauga County Tourism Development Authority, an agency of Watauga County (“Tenant”).

### WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Landlord does hereby lease to Tenant and Tenant does hereby lease and take as tenant from Landlord the premises known as the old Planning and Inspections Office located in the East Annex (Rock Building) located at 331 Queen Street, Boone, NC 28607 containing 1,804 rentable square feet (“Premises”).

TO HAVE AND TO HOLD the said Premises unto Tenant upon the following terms and conditions:

1. TERM. The term of this Lease shall be one (1) year beginning on July 1, 2018 (“Commencement Date”) and ending at 11:59 P.M. (Eastern Time) on June 30, 2019. The Tenant shall have the option to renew this Lease for two (2) one (1) year options during which either party may terminate the Lease with ninety (90) day written notice of termination.

2. RENT. Tenant shall pay to Landlord Rent in equal monthly installments in advance on the first day of each calendar month the sum of One Thousand Five Hundred Fifty Four Dollars (\$1,545.00). Tenant shall pay all Rent to Landlord or its designated agent at the address Landlord set forth in Section 18 of this Lease without Landlord making any demand.

3. POSSESSION; “AS IS” PREMISES. Possession of the Premises shall be delivered upon execution of this Lease. Landlord shall not be responsible for any upfit or alterations to the Premises in connection with Tenant’s use hereunder. If Tenant desires to make any alterations or improvements to the Premises, it shall do so at its own expense and it shall first obtain Landlord’s prior written approval to the plans and the contractor in connection therewith, which approval shall not be unreasonably withheld. Tenant accepts the Premises in its “as is” condition.

4. DEFAULT. The occurrence of one or more of the following events (herein called “Events of Default”) shall constitute a default by Tenant:

(a) If Tenant fails to pay Rent when due and such failure to pay is not cured within ten (10) days after notice thereof has been given to Tenant;

(b) If Tenant fails to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice thereof has been given to Tenant.

5. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity.

(a) Landlord shall have the right to terminate this Lease and Tenant's rights to possession of the Premises and to reenter the Premises, and Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of Rent then due or thereafter accruing (on the full accelerated Rent due for the balance of the Lease term, in Landlord's discretion) and other damages as are caused by Tenant's default.

(b) Without terminating this Lease, Landlord may terminate Tenant's right to possession, re-enter and retake possession of the Premises and relet the Premises at such rates as Landlord, in its discretion may determine, and Tenant shall pay to Landlord, as Additional Rent, all of the costs and expenses incurred by Landlord in connection with such re-letting, including without limitation, attorneys and brokers fees, the costs of repairs, and the costs of alterations.

No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Landlord's remedies hereunder are cumulative.

6. END OF TERM, HOLDING OVER. Upon the expiration of the term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in as good an order and condition as existed at the beginning of the term of this Lease, ordinary wear and tear excepted, and Tenant shall remove from the Premises all of its property. If Tenant shall hold over after the expiration of term or other termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy at will and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term hereof and except that Base Rent for such holdover period shall be one hundred and three percent (103%) of the Base Rent herein provided.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent by Landlord to one assignment or subletting shall not operate as a waiver as to future assignments or subleases. If this Lease shall be assigned or the Premises or any portion thereof sublet by Tenant at a rental that exceeds all rentals to be paid to Landlord hereunder then and in such event any such excess shall be paid to Landlord.

8. UTILITIES AND OTHER SERVICES.

From and after the Commencement Date, Landlord covenants and agrees to pay or cause to be paid directly to the supplier all rents, charges and rates for all utility services related to Tenant's use of the Premises, including, without limitation, gas, electricity, water, sewer,

telephone and the like, including all utilities necessary for heating and air conditioning the Premises. The Tenant shall be responsible for its telephone and internet services. Landlord shall be solely responsible for any janitorial service, trash or garbage services, and for all other services required by Tenant in connection with its use of the Premises. Landlord shall have no liability to Tenant for disruption, interruption or curtailment of any utility service to the Premises regardless of cause, and in no event shall such disruption, interruption or curtailment constitute constructive eviction or entitle Tenant to an abatement of Rent or other charges.

9. PROPERTY TAXES AND ASSESSMENTS. Landlord shall be responsible for property taxes and assessments for the Premises.

10. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE.

(a) Landlord, at its sole cost and expense, throughout the term of this Lease, covenants and agrees to take good care of the Premises and all improvements, fixtures, and systems located thereon, and shall keep the same in good order, condition and repair, and safe for human occupancy and use. Landlord shall make and perform all maintenance, repairs and replacements of and to the Premises, interior and exterior, roof, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, including, without limitation, interior and exterior painting, heating, ventilating and air conditioning and other building mechanical systems and equipment.

(b) Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises nor permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed, and, at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver up the Premises to Landlord in as good a condition as existed on the Commencement Date, ordinary wear and tear excepted. Tenant acknowledges that the Premises, including all mechanical systems, are in good condition as of the Commencement Date. Upon such expiration or earlier termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises.

(c) Tenant covenants not to use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as might reasonably tend to impair Landlord's title to the Premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Premises, or any portion thereof. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises for any claim in favor of any person dealing with Tenant including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the interest of Tenant in the Premises. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises, and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the Premises or

Tenant's or Landlord's interest therein or against the rights, titles and interests of the Landlord in the Premises or under the terms of this Lease.

11. PROPERTY OF TENANT. All property placed in or on the Premises by, at the direction of, or with the consent of Tenant, its employees, agents, licensees or invitees, shall be at the risk of Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of the Landlord's gross negligence or willful misconduct, or that of its agents, employees, independent contractors, invitees or licensees. All such property shall belong to Tenant and, provided Tenant is not in default of this Lease, may be removed from the Premises at any time during the term by Tenant.

12. LANDLORD'S RIGHT OF ENTRY. Upon prior notice to Tenant, Landlord shall have the right to enter the Premises during reasonable times and in a reasonable manner to inspect the Premises or for any purpose necessary for the operation and maintenance of the building, the Premises, or the general welfare and comfort of Tenant.

13. INDEMNIFICATION. Tenant agrees to indemnify and defend Landlord and to save harmless Landlord, and the members, officers, tenants, licensees, invitees, agents, servants and employees of Landlord, against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property (a) occurring on the Premises or (b) occurring in the building or on Landlord's property occasioned directly by any negligent act or omission or willful misconduct on the part of Tenant or any employee, agent, independent contractors, invitee or licensee of Tenant, or (c) by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed.

14. INSURANCE. Landlord shall maintain hazard insurance on the Premises and all improvements and fixtures thereon owned by Landlord, and liability insurance in accordance with the standard insurance policy issued to the county through the North Carolina Association of County Commissioners.

15. QUIET ENJOYMENT. Landlord agrees that Tenant on paying the Rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid without interference from anyone claiming by or through Landlord.

18. NOTICES. Any notice or demand which by any provision of this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and delivered by hand, by PDF file via electronic mail, or by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by PDF file via electronic mail sent after 5:00 p.m. (Eastern Time) on the next business day after transmission.



**Tenant:** Watauga County Tourism Development Authority  
 East Annex Building  
 331 Queen Street  
 Boone, NC 28607  
 828-266-1345

**Landlord:** Watauga County  
 814 West King Street, Suite 205  
 Boone, NC 28607  
 828-265-8000  
[Deron.Geoque@watgov.org](mailto:Deron.Geoque@watgov.org)

19. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, legal representatives and permitted assigns.

20. INTEGRATION AND BINDING EFFECT. The entire agreement, intent and understanding between Landlord and Tenant with respect to the subject matter hereof is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease may only be modified in writing signed by all parties hereto. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

21. PERMITTED USE; COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS; NUISANCE; INTERFERENCE.

(a) The Premises shall be used only as the office of the Watauga County Tourism Development Authority. In its use and occupancy of the Premises the Tenant shall at all times obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time and in any way affecting the Premises or the use of the Premises by Tenant. Such compliance shall include, without limitation, compliance by Tenant with requirements of the Americans with Disabilities Act of 1990, as amended, and all amendments thereto, as the same applies to the Tenant's use of the Premises.

(b) Tenant further covenants not to introduce any Hazardous Materials (as defined in Section 21(d) below) onto the Premises and to keep and maintain the Premises in compliance with all applicable federal, state and local laws or ordinances pertaining to or regulating the transportation, storage, use or disposal of Hazardous Materials, including but not limited to obtaining proper permits ("Environmental Laws"). If during the Term Hazardous Materials shall contaminate the Premises or the soil or surface or ground water thereof or thereunder or there shall be any related loss or damage to person(s) or property, then Tenant shall: (i) notify Landlord immediately of any release, contamination, claim of contamination, loss or damage, (ii) after consultation with the Landlord, clean up such release or contamination in



full compliance with all applicable statutes, regulations and standards and to Landlord's satisfaction, and (iii) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, loss, damage, costs and fees, including attorneys' and other professionals' and engineering fees and costs, arising from or connected in any way with any such release or contamination, claim of contamination, clean up of such release or contamination or other loss or damage, including, without limitation, the costs and expenses of environmental assessment and testing. This provision shall survive termination of this Lease.

(c) Tenant shall be permitted to keep and use on the Premises such de minimis amounts of Hazardous Materials as are necessary in the ordinary course of Tenant's business in the Premises provided that (i) Tenant supplies Landlord with a list of such Hazardous Materials (and updates the same in the event of any changes), (ii) such storage and use is in full compliance with any and all Environmental Laws, and (iii) the indemnification provisions herein and all other provisions of this Lease shall apply to such permitted Hazardous Materials.

(d) As used herein, the term "Hazardous Material(s)" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including without limitation asbestos, petroleum products, biological and medical wastes, samples or substances, and all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, and any federal agencies that have overlapping jurisdiction with such state agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

22. SUBORDINATION; ESTOPPEL CERTIFICATES. Tenant shall execute such subordination agreements as may be reasonably requested by Landlord and such estoppel certificates as may be reasonably requested by Landlord within ten (10) days upon receipt thereof. Tenant shall not be obligated to execute any such agreement or certificate that modifies any material term of this Lease.

23. MISCELLANEOUS. The singular shall include the plural, and the masculine or neuter includes the other. Each party hereto (hereafter an "Organization") warrants and represents to the other party hereto that the Organization is a valid and existing legal entity, in good standing and duly authorized to transact business in North Carolina; and that all persons executing this Lease on behalf of an Organization have been duly authorized to do so. Further, the execution of this Lease has been duly authorized by all appropriate action of each Organization. The Premises are leased subject to all recorded easements, restrictions, and rights of way legally affecting the same.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease with an effective date as of the day and year first above written.

**TENANT:**

**Watauga County Tourism Development Authority**

**By: \_\_\_\_\_**  
**Wright Tilley, Director**

**LANDLORD:**

**Watauga County, a North Carolina corporate body  
politic**

**By: \_\_\_\_\_**  
**John Welch, Chair of the Watauga County  
Board of County Commissioners**

**Attest:**

\_\_\_\_\_  
**Anita Fogle, Clerk to the  
Board of County Commissioners**

**(CORPORATE SEAL)**

**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***F. Out-of-State Travel Request - Sanitation***

**MANAGER'S COMMENTS:**

The Operations Service Director would like to visit Columbia, SC this month to evaluate their stationary shredder unit. If their equipment is suitable for our materials a mobile unit demonstration at the County's facility would be scheduled in September. The equipment has the potential to save the County money and allow for more efficient handling and disposal of materials. The director will drive down and back in the same day to reduce costs to the County.

Board action is required to approve the out-of-state travel.

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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****G. Bid Award Request for Fire Marshal Truck*****MANAGER'S COMMENTS:**

The Emergency Management Office recently solicited bids for a new 1/2 ton 4x4 pickup truck to replace a 2007 F150. Three (3) vendors were solicited with two responses received. Asheville Ford was lowest responsive bidder in the amount of \$28,192.40. In addition, the up fit for equipment for the vehicle is \$7,471.86. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Staff recommends the Board award the bid for a 2018 Ford 150 4x4 pickup truck in the amount of \$29,044.17 which includes tax and tag and \$7,075.44 to Dana Safety Supply, Inc. for up fit and equipment of the new vehicle.



# WATAUGA COUNTY

071718 BCC Meeting

## Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

July 2, 2018

To: Watauga County Board of Commissioners  
Ref: Fire Marshal truck purchase approval request  
From: Taylor Marsh  
Cc: Deron Geouque

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Watauga County Fire Marshal Office is requesting the purchase of a new truck. In 2017, the Fire Marshal's Office obtained a 2007 F-150 from county surplus due to the 2011 Fire Marshal's truck needing \$8,000 worth of repairs. I have obtained quotes for a new truck from Asheville Ford for an F-150 and from Performance Dodge for a Dodge Ram 1500. I also requested a quote from Boone Ford for an F-150 several times with no reply. After comparing quotes on the trucks, I request that the F-150 be purchased from Asheville Ford under the North Carolina Sheriff's Association Vehicle Procurement Program. I would also like to request that Dana Safety Equipment in Greensboro NC perform the up-fit for the Fire Marshal truck. Dana Safety is the same company that the Watauga Sheriff's Office uses for the up-fit of their patrol cars. I am attaching quotes from Asheville Ford and Dana Safety.

Respectfully,

Taylor Marsh



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Watauga County

**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 04/11/2018

**Vehicle:** 2018 F-150 XL  
4x4 SuperCab Styleside 6.5' box 145" WB

**Quote ID:** 0411201804





Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina,  
288062201  
Office: 828-253-2731  
Fax: 828-258-6012

071718 BCC Meeting

**2018 F-150, SuperCab Styleside**  
4x4 SuperCab Styleside 6.5' box 145" WB  
XL(X1E)  
Price Level: 815 Quote ID: 0411201804

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## Table of Contents

Description	Page
Cover Page .....	1
Table of Contents .....	2
Selected Options .....	3
Pricing - Single Vehicle .....	5
Window Sticker .....	6





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 F-150, SuperCab Styleside**  
 4x4 SuperCab Styleside 6.5' box 145" WB  
 XL(X1E)  
 Price Level: 815 Quote ID: 0411201804

## Selected Options

Code	Description
<b>Base Vehicle</b>	
X1E	Base Vehicle Price (X1E)
<b>Packages</b>	
100A	<b>Equipment Group 100A Base</b> <i>Includes:</i> - Engine: 3.3L V6 PFDI Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 6-Speed Automatic Includes selectable drive modes: normal/tow-haul/sport. - 3.73 Axle Ratio - GVWR: 6,500 lbs Payload Package - Tires: P265/70R17 OWL A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack (not available with SYNC).
<b>Powertrain</b>	
995	<b>Engine: 5.0L V8</b> <i>Includes auto start-stop technology and flex-fuel capability,</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package
44G	<b>Transmission: Electronic 10-Speed Automatic</b> <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>
X27	<b>3.31 Axle Ratio</b>
NONGV2	<b>GVWR: 7,050 lbs Payload Package</b>
<b>Wheels &amp; Tires</b>	
STDTR	<b>Tires: P265/70R17 OWL A/T</b>
64C	<b>Wheels: 17" Silver Steel</b>
<b>Other Options</b>	
145WB	<b>145" Wheelbase</b>
STDRD	<b>Radio: AM/FM Stereo w/6 Speakers</b> <i>Includes auxiliary audio input jack (not available with SYNC).</i>
53B	<b>Class IV Trailer Hitch Receiver</b>  <b>Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</b>  <i>Includes towing capability up to 5,000 lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 F-150, SuperCab Styleside**  
 4x4 SuperCab Styleside 6.5' box 145" WB  
 XL(X1E)  
 Price Level: 815 Quote ID: 0411201804

## Selected Options (cont'd)

Code	Description
18B	Black Platform Running Boards
PAINT	Monotone Paint Application
<b>Fleet Options</b>	
66S	<p>XL SSV (Special Service Vehicle) Package</p> <p>REQUIRES valid FIN code.</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- 240 Amp Alternator</li> <li>- Cloth 40/Blank/40 Front-Seats (Fleet)</li> <li>Center-section deleted. Includes restraint control module cover and vinyl rear bench seat.</li> </ul>
85A	<p>XL Power Equipment Group</p> <p>REQUIRES valid FIN code.</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Power Glass Sideview Mirrors w/Black Skull Caps</li> <li>Includes manual-folding.</li> <li>- Illuminated Entry</li> <li>- MyKey</li> <li>- Perimeter Alarm</li> <li>- Power Door Locks</li> <li>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</li> <li>- Power Tailgate Lock</li> <li>- Power Front &amp; Rear Windows</li> </ul>
S	<p>Cloth 40/Blank/40 Front-Seats (Fleet)</p> <p>Center-section deleted. Includes restraint control module cover and vinyl rear bench seat.</p>
53A__	<p>Trailer Tow Package (Fleet)</p> <p>Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54M or 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</p> <p><i>Towing capability up to 11,100 lbs.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Higher-Power Cooling Fans</li> <li>- Class IV Trailer Hitch Receiver</li> <li>Includes towing capability up to 5,000 lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</li> <li>- Upgraded Front Stabilizer Bar</li> </ul>
<b>Interior Colors</b>	
SG_01	Dark Earth Gray
<b>Primary Colors</b>	
PQ_01	Race Red

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Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 F-150, SuperCab Styleside**  
 4x4 SuperCab Styleside 6.5' box 145" WB  
 XL(X1E)  
 Price Level: 815 Quote ID: 0411201804

## Pricing - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		\$39,750.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$7,800.00
DISCOUNT	DEALER DISCOUNT	-\$3,757.60
<b>Total</b>		<b>\$28,192.40</b>

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Asheville Ford Lincoln

611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

**2018 F-150, SuperCab Styleside**  
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)  
Price Level: 815 Quote ID: 0411201804

## Major Equipment

(Based on selected options, shown at right)

5.0L V-8 DOHC w/port/direct injection 395hp  
10 speed automatic w/OD

- \* Auto stop-start feature
- \* Brake assistance
- \* Traction control
- \* Battery with run down protection
- \* Air conditioning
- \* AM/FM stereo with seek-scan, auxiliary audio input
- \* Dual power remote mirrors
- \* 17 x 7.5 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* SecuriLock immobilizer
- \* Underseat ducts
- \* 60-40 folding rear split-bench
- \* Steering-wheel mounted audio controls
- \* Front axle capacity: 3750 lbs.
- \* Front spring rating: 3600 lbs.
- \* Frame section modulus: 5 cu.in.

Exterior:Race Red  
Interior:Dark Earth Gray

- \* 4-wheel ABS
- \* Electric parking brake
- \* P 265/70R17 OWL AT S-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Daytime running
- \* Variable intermittent wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Tachometer
- \* Reclining front bucket seats
- \* Running boards
- \* Class IV hitch
- \* Rear axle capacity: 4800 lbs.
- \* Rear spring rating: 3800 lbs.
- \* Frame Yield Strength 49300 psi

## Fuel Economy

**City**

16 mpg



**Hwy**

22 mpg

## Selected Options

MSRP

STANDARD VEHICLE PRICE .....	\$34,895.00
Equipment Group 100A Base .....	N/C
145" Wheelbase .....	STD
Monotone Paint Application .....	STD
XL SSV (Special Service Vehicle) Package .....	\$50.00
Engine: 5.0L V8 .....	\$1,995.00
Transmission: Electronic 10-Speed Automatic .....	N/C
Dark Earth Gray .....	N/C
Tires: P265/70R17 OWL A/T .....	Included
Wheels: 17" Silver Steel .....	Included
Radio: AM/FM Stereo w/6 Speakers .....	Included
240 Amp Alternator .....	Included
Cloth 40/Blank/40 Front-Seats (Fleet) .....	Included
3.31 Axle Ratio .....	Included
GVWR: 7,050 lbs Payload Package .....	Included
Race Red .....	N/C
XL Power Equipment Group .....	\$1,170.00
- Option Discount .....	-\$500.00
Power Glass Sideview Mirrors w/Black Skull Caps .....	Included
Illuminated Entry .....	Included
MyKey .....	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Asheville Ford Lincoln**

611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

**2018 F-150, SuperCab Styleside**  
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)  
Price Level: 815 Quote ID: 0411201804

Perimeter Alarm .....	Included
Power Door Locks .....	Included
Power Tailgate Lock .....	Included
Power Front & Rear Windows .....	Included
Trailer Tow Package (Fleet) .....	\$595.00
Higher-Power Cooling Fans .....	Included
Class IV Trailer Hitch Receiver .....	Included
Upgraded Front Stabilizer Bar .....	Included
Black Platform Running Boards .....	\$250.00
<hr/>	
SUBTOTAL .....	\$38,455.00
Destination Charge .....	\$1,295.00
<hr/>	
<b>TOTAL .....</b>	<b>\$39,750.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	232743-G
<b>Customer No.</b>	WATAU

**Bill To**

WATAUGA COUNTY  
 ACCOUNTS PAYABLE  
 184 HODGES GAP ROAD  
 BOONE, NC 28607

**Ship To**

WATAUGA CO EMERGENCY MANAGER  
 184 HODGES GAP ROAD BOX D  
 BOONE, NC 28607  
 USA

**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30	
Entered By	Salesperson	Ordered By	Resale Number		
Dempsey Owens	Dempsey Owens - Greensboro	TAYLOR MARSH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION Warehouse: GBOR 2018 FORD F-150 SUPERCREW	0.0000	0.00
1	1	Y	EVP WEC EMERGENCY VEHICLE PRODUCTS Warehouse: GBOR Whelen EVP NCSA Contract # 2 Includes: 1 - GB2SP3 Legacy Light Bar 54" Red/White Duo with Rear Red/Amber Traffic Advisor. Up Charge \$197.00 2 - MKAJ94 Mounting Strap Kit 3 - 295SDA1 Whelen Siren Light 200 Watt Controller Up Charge \$197.00 4 - SA319P Siren Speaker (2 Qty) Up Charge \$130.00 5 - SAK1 Speaker Bracket (2 Qty) Up Charge \$21.20	2,376.2000	2,376.20
1	1	Y	GB2SP3 WEC FULL DUO RED/WHITE LEGACY Red/Amber T/A Rear Warehouse: GBOR Included in EVP Legacy 54" Light Bar Red/White Full Flood Front Red/Amber Rear Traffic Advisor	0.0000	0.00

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	1

Printed By: Dempsey Owens

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	232743-G
<b>Customer No.</b>	WATAU

Bill To
WATAUGA COUNTY ACCOUNTS PAYABLE 184 HODGES GAP ROAD BOONE, NC 28607

Ship To
WATAUGA CO EMERGENCY MANAGER 184 HODGES GAP ROAD BOX D BOONE, NC 28607 USA

**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30	
Entered By	Salesperson	Ordered By	Resale Number		
Dempsey Owens	Dempsey Owens - Greensboro	TAYLOR MARSH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MKAJ94 WEC ADJ LIGHTBAR MOUNT KIT #94, ADJ FEET AND STRA Warehouse: GBOR Included in EVP Mounting Strap for Light Bar	0.0000	0.00
1	1	Y	295SDA1 WHELEN Remote Dual Tone Siren/Switch Controller Warehouse: GBOR Included in EVP Dual Tone Siren, For Two 100 Watt Speakers, with Full Function Control Head	0.0000	0.00
2	2	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: GBOR Included in EVP 100 Watt Speaker, Nylon Composite	0.0000	0.00
2	2	Y	SAK1 WEC UNIVERSAL SPEAKER BRACKET Warehouse: GBOR Included in EVP Heavy-Duty Universal "L" Mounting Bracket	0.0000	0.00

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	2

Printed By: Dempsey Owens

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	232743-G
<b>Customer No.</b>	WATAU

Bill To
WATAUGA COUNTY ACCOUNTS PAYABLE 184 HODGES GAP ROAD BOONE, NC 28607

Ship To
WATAUGA CO EMERGENCY MANAGER 184 HODGES GAP ROAD BOX D BOONE, NC 28607 USA

**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	TAYLOR MARSH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	FEN-FSM-40-RW FEN Fusion Surface Mount Red/White Warehouse: GBOR Fusion Surface Mount 2 Mounted in Grill Red/White	73.0600	146.12
2	2	Y	FEN-FN-4016 FEN Fusion L Bracket Warehouse: GBOR	6.5000	13.00
1	1	Y	MISC Feniex Part# FN-0616D 600 Dual Color Red/Amber Warehouse: GBOR Feniex Fusion 600 Light Stick Red/Amber Dual Color Traffic Advisor (Arrowstick) Mounted in Rea window of Camper Top	359.7600	359.76
1	1	Y	7170-0579-04 GJ KIT - Universal Sloped Front Console with Cup Holde Warehouse: GBOR Kit: Universal sloped console box with a cup holder, armrest and Mongoose ™ motion attachment Includes 3 faceplates and 3 filler panels. *7160-0339 Whelen Siren 295SDA1 *7160-0322 Motorola APX8000	429.0200	429.02

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	3

Printed By: Dempsey Owens

Continued on Next Page



# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	232743-G
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 BOONE, NC 28607  
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**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	TAYLOR MARSH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: GBOR WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****	166.6300	166.63
1	1	Y	TH750 ALL POWER SUPPLY 750 WATT THOR INVERTER Warehouse: GBOR	59.2100	59.21

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	4

Printed By: Dempsey Owens

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	232743-G
<b>Customer No.</b>	WATAU

Bill To
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WATAUGA COUNTY  
 ACCOUNTS PAYABLE  
 184 HODGES GAP ROAD  
 BOONE, NC 28607

Ship To
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WATAUGA CO EMERGENCY MANAGER  
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 BOONE, NC 28607  
 USA

**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	TAYLOR MARSH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC ARE V Series Camper Shell for F-150 2018 6.5ft Warehouse: GBOR  Good Evening Sir, ARE V Series top for a 2018 Ford F-150 Super Cab. The bed is 6.5 foot bed. Paint Code Let get these options on the top: Trim Option: Trimmed Bottom Edge Front Cap Option: Front Picture Window Side Window: Dark Tint Side Window(All Glass) Rear Door: Single T-Lock Heavy-Duty Rear Door Side Glass Lift Up Windows with Black T-Locks Interior Carpet: Fabric Headliner Interior Light Option: 12V LED Dome Light & Dual Rope Lights	1,753.0000	1,753.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: GBOR  LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC *****	125.0000	125.00

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	5

Printed By: Dempsey Owens

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	232743-G
<b>Customer No.</b>	WATAU

**Bill To**

WATAUGA COUNTY  
 ACCOUNTS PAYABLE  
 184 HODGES GAP ROAD  
 BOONE, NC 28607

**Ship To**

WATAUGA CO EMERGENCY MANAGER  
 184 HODGES GAP ROAD BOX D  
 BOONE, NC 28607  
 USA

**Contact:**  
**Telephone:** 828-264-3761  
**E-mail:**

**Contact:** TAYLOR MARSH  
**Telephone:** 828-264-4235  
**E-mail:** Taylor.Marsh@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/18	GROUND	PPAY & ADD TO INVOICE	EM F 150 TRUCK FORD	NET 30
Entered By		Salesperson	Ordered By	Resale Number
Dempsey Owens		Dempsey Owens - Greensboro	TAYLOR MARSH	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: GBOR INSTALLATION TO BE PERFORMED AT THE DSS LOCATION. CUSTOMER TO PROVIDE VEHICLE AT THE APPOINTED TIME & PICK-UP SAME UPON COMPLETION OF THE INSTALL *****	1,040.0000	1,040.00
1	1	Y	DECAL DECALS Warehouse: GBOR	445.0000	445.00
1	1	N	INSTALL DECAL INSTALLATION Warehouse: GBOR INSTALLATION TO BE PERFORMED AT THE DSS LOCATION. CUSTOMER TO PROVIDE VEHICLE AT THE APPOINTED TIME & PICK-UP SAME UPON COMPLETION OF THE INSTALL *****	162.5000	162.50

\*\*\*INSTALLATION IN GREENSBORO\*\*\*

**Approved By:** \_\_\_\_\_

**Approve All Items & Quantities**

**Quote Good for 30 Days**

<b>Print Date</b>	07/08/18
<b>Print Time</b>	03:30:58 PM
<b>Page No.</b>	6

<b>Subtotal</b>	7,075.44
<b>Freight</b>	0.00
<b>6.750 % Sales Tax</b>	396.42
<b>Order Total</b>	7,471.86

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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS**

*H. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate*

**MANAGER'S COMMENTS:**

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 23-25, 2018, in Catawba County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 17, 2018. For more information on the Conference, please go to: [www.ncacc.org/AnnualConference](http://www.ncacc.org/AnnualConference).



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 111<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: \_\_\_\_\_

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

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

**NCACC**  
**353 E. Six Forks Road, Suite 300**  
**Raleigh, NC 27609**  
**Fax: (919) 733-1065**  
**Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)**  
**Phone: (919) 715-2685**

## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***I. Boards and Commissions***

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

##### ***Social Services Advisory Board***

Ms. Lynn Patterson is willing to be reappointed to the Social Services Advisory Board for a four-year term.

##### ***W.A.M.Y. Community Action, Inc. Board***

Ms. Kelly Cox has indicated interest in serving as a Watauga County Public Representative on the W.A.M.Y. Community Action Inc., Board of Directors. W.A.M.Y. has requested the Board waive the 1<sup>st</sup> reading in order to expedite the appointment of the new board member.

The above are first readings.

Volunteer Application  
Watauga County Boards And Commissions

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

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

Name: Kelly E. COX  
Home Address: 671 N main st. Apt. 115  
City: Blowing Rock NC Zip: 28605  
Telephone: (H) 252 287 3774 (W) 828 387 6401 (Fax) \_\_\_\_\_  
Email: kelly@averycohfh.org  
Place of Employment: Avery County Habitat  
Job Title: Volunteer Coordinator

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

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

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

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

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

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

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

1. WAMY Board of Directors
2. \_\_\_\_\_
3. \_\_\_\_\_



Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

Volunteer  
Experience:

Other  
Experience:

Other  
Comments:

Signature:



Date:

6/27/18

[Print Form](#)

[Reset Form](#)

## Kelly E. Cox

PO Box 265, Blowing Rock NC, 28605 | 252-287-3774 | [kelly.elizabethcox@gmail.com](mailto:kelly.elizabethcox@gmail.com)

### Work Experience:

#### ***Volunteer Coordinator* | Avery County Habitat for Humanity | Newland, NC | Present**

- Recruit new workgroups to come volunteer with Habitat and stay at the Gilmer Center.
- Oversee cleanliness and organization of the Gilmer Center.
- Demonstrate exceptional hospitality to visiting workgroups both on and off the jobsite.
- Work closely with local volunteers to provide meals for out-of-town workgroups.
- Work in the ReStore 1 – 2 days a week.
- Create printed documents using Microsoft Office as needed.
- Use eTapestry database to keep track of donors and volunteers.
- Create social media posts.
- Assist Executive Director, Office Manager, Construction Manager and ReStore Manager any way possible.

#### ***Assistant Manager* | Westglow Resort and Spa | Blowing Rock, NC | Oct. 2014 – June 2018**

- Showed growth potential by moving up from Spa Attendant to Spa Supervisor to Assistant Manager over the course of 2 years and 8 months.
- Provided excellent customer service to all guests and members by being approachable, kind, and accurate during telephone, email, and face-to-face interactions.
- Developed and maintained relationships with guests and members to ensure satisfaction with time at the spa and to ensure return visits.
- Implemented practices into the workplace that resulted in a positive work environment for all spa staff including spa attendants, salon staff, massage therapists and estheticians.
- Recruited, hired and trained spa attendants to complete a variety of tasks such as booking reservations, food service, various cleaning projects, and excellent customer service.
- Created spa attendant staff schedule considering things such as school schedules, extracurricular activities, vacations, religious observances, etc.
- Planned and hosted monthly spa attendant staff meetings to ensure consistency in knowledge among all staff members.
- Created training materials using Microsoft Office such as the training manual, booking exercises, check sheets for various tasks, and other documents as the need arises.
- Made decisions regarding company policy to address guest and/or staff complaints and concerns.
- Utilized organizational skills and eye for detail to maximize productivity and efficiency of the spa and its staff.
- Offered clear communication with other departments and guests to ensure optimal customer service across the entire resort.
- Offered individualized service to guests and staff members to ensure maximum satisfaction.
- Assisted with creating retail displays and counting inventory.

## Kelly E. Cox

PO Box 265, Blowing Rock NC, 28605 | 252-287-3774 | [kelly.elizabethcox@gmail.com](mailto:kelly.elizabethcox@gmail.com)

- Kept inventory of wine, coffee, to-go contains and other food and beverage items and worked closely with the restaurant manager to reorder supplies when needed.
- Developed individualized ways to accommodate guest complaints and concerns.
- Conducted end of training reviews and quarterly staff evaluations with all spa attendants.

### Education:

**Appalachian State University | Boone, NC | 2014**

*BSBA in Hospitality and Tourism Management | Minor in Nonprofit Management*

### Internships:

**Beech Mountain Tourism Development Authority | Beech Mountain, NC | Summer 2013**

- Assisted TDA director to plan and host the 3<sup>rd</sup> annual Bikes, Brews and Views Beer Festival.
- Contacted multiple breweries and other vendors to gain participation in the festival.
- Researched and assisted in planning and hosting the Hash Run.
- Operated the Visitor Center by answering phones and emails and greeting guests while providing information about activities in the area.
- Managed Twitter account.

**High Country United Way | Boone, NC | Fall 2013**

- Updated 211 Database
- Assisted Executive Director and Development Director with Campaign Kick off and Canned Food Drive.

**Blowing Rock Tourism Development Authority | Blowing Rock, NC | Spring 2014**

- Operated the Visitor Center via phone, email an face to face interactions with guests.
- Promoted local businesses to visitors who were looking for activities while in the area.
- Created Pinterest account.

### Community Involvement:

**WAMY Community Action Development Committee | Boone, NC | August 2016 – Present**

- Focus on fundraising ideas and donor opportunities.

**Leadership Challenge | Blowing Rock Chamber of Commerce | Class of 2017**

- 8-week course that networked me within the community with local businesses, town departments, and non-profit organizations.
- Served as Class Leader – leading a fundraising project for the Revitalization of the Blowing Rock Parks and Recreation facility. (Raised approximately \$5,000)
- Planned and hosted a benefit concert, silent auction, and Spirit Night at local restaurant.
- Made a presentation at Graduation that resulted in a \$1,500 donation.

**Banner Elk Kiwanis | Banner Elk, NC | Present**

- Attend weekly meetings.

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**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*J. Announcements*

**MANAGER'S COMMENTS:**

The 111th NCACC Annual Conference will be held August 23-25, 2018, in Catawba County. Visit [www.ncacc.org/AnnualConference](http://www.ncacc.org/AnnualConference) for full information. Please let Anita know if you plan attend.

**AGENDA ITEM 10:**

**PUBLIC COMMENT**

**AGENDA ITEM 11:**

**BREAK**

**AGENDA ITEM 12:**

**CLOSED SESSION**

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

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

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

**AGENDA ITEM 13:**

**POSSIBLE ACTION AFTER CLOSED SESSION**