

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

**TUESDAY, SEPTEMBER 3, 2024
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 20, 2024, Regular Meeting		1
	3	APPROVAL OF THE SEPTEMBER 3, 2024, AGENDA		7
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	9
5:40	5	SHERIFF'S OFFICE PROPOSED CCTV UPGRADE FOR THE DETENTION CENTER IN FISCAL YEAR 2024-2025	MAJOR KELLY REDMON	11
5:45	6	PROPOSED AMENDMENTS TO RESOLUTION ESTABLISHING THE WATAUGA COUNTY DEPARTMENT OF SOCIAL SERVICES ADVISORY BOARD	MR. TOM HUGHES	17
5:50	7	EMERGENCY SERVICES MATTERS A. Proposed Communications Maintenance Contract Renewal B. Proposed CRS Recorder Maintenance Contract C. Proposed Easement	MR. WILL HOLT	25 33 37
5:55	8	SOIL AND WATER GRANT ACCEPTANCE REQUESTS	MS. MICHELLE KASEY	45
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Announcements	MR. DERON GEOUQUE	49
6:05	10	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 20, 2024, Regular Meeting

DRAFT

MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 20, 2024

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 20, 2024, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

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

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

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the August 6, 2024, regular minutes and closed session minutes.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to approve the August 6, 2024, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the August 20, 2024, agenda.

Commissioner Castle, seconded by Commissioner Russell, moved to approve the August 20, 2024, agenda as presented.

VOTE: Aye-5
 Nay-0

PUBLIC COMMENT

Mr. Bob Shipley shared comments on the proposed Kill/Chill facility.

PROPOSED RURAL DOWNTOWN ECONOMIC DEVELOPMENT GRANT REQUEST

Mr. Jacob Starks, Regional Library Director, presented a proposed resolution required for a Public Buildings Improvements grant which would be used for renovations to Watauga County Library. The grant requires a 5% match from the County which would be allocated from the Library Capital Reserve account. \$500,000 would be requested in the grant application which would require up to a \$25,000 match from the County.

Chairman Turnbow read the resolution with the dollar amounts included.

Commissioner Eggers, seconded by Commissioner Russell, moved to adopt the resolution which included the approval of the local match as presented.

VOTE: Aye-5
Nay-0

PROPOSED “END OVERDOSE IN WATAUGA COUNTY” PROCLAMATION AND REQUEST TO USE GREENSPACE AT THE HUMAN SERVICES COMPLEX

Ms. Mary McKinney stated that she would like to remove her request for use of the greenspace due to that date being an Appalachian State University home football game. Ms. McKinney stated that she was looking at alternative places to hold the Recovery Community Block Party and listed the various events associated to overdose awareness including a mailbox for people to leave letters for/about their lost loved ones.

Ms. McKinney presented a proposed proclamation proclaiming August 31, 2024, as “End Overdose in Watauga County Day.”

Chairman Turnbow read the proclamation.

Commissioner Russell, seconded by Commissioner Eggers, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

IT REQUEST TO PURCHASE STORAGE DEVICE

Mr. Drew Eggers, IT Director, requested approval for the replacement of a current storage device (SAN) with a raw capacity of about 4TB. The device provides the vast majority of the data storage for 911, Communications, and the Sheriff’s Office. The new device has a capacity of 10TB. The project cost is \$19,406 with 911 Funds covering 54% of the cost and the County to pay the remaining amount of \$8,926.96. Adequate funds have been budgeted to cover the expense.

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to approve the purchase of the 10 TB storage device from MarketSpace Solutions, Inc. in the amount of \$20,715.91 (which included taxes).

VOTE: Aye-5
Nay-0

TAX MONTHLY COLLECTIONS REPORT

Mr. Larry Warren, Tax Administrator, presented the Monthly Collections Report. There were no releases in July. The report was for information only and, therefore, no action was required.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Kill/Chill Update and Bid Awards Requests

Dr. Jim Hamilton, Cooperative Extension Director, updated the Board on the status of the Kill/Chill facility. Dr. Hamilton stated that an additional RFQ (for the design/build) and an RFP (for facility management) were released with deadline dates of July 15.

Three (3) proposals were received for the operation of the future facility and two (2) proposals received for the construction of the project. For facility operation, proposals were received by: Gray Shipley of Watauga Butchery/Shipley Farms Beef, Kenny Cole, and Larry Moore of Piedmont Custom Meats. For facility construction, DH Griffin submitted a new design/build qualifications proposal. Dunlavy Contracting submitted an updated proposal (proposal verbiage was the same with a submission of a modified preliminary plant drawing to create a downsized facility with both slaughter and processing capacity); however, Dunlavy did not provide proof of receipt of their NC contractor's license.

On August 2, 2024, a committee including Commissioner Castle, County Manager Geouque, Dr. Hamilton, Mr. Robert Marsh, Maintenance Director, and a livestock agent reviewed the submissions and determined that the proposal submitted by Piedmont Custom Meats demonstrated the overall best operational strategy, existing infrastructure, financial capacity, and plan to meet the project goal of providing our regional farmers slaughter and processing capacity at the proposed new facility to be constructed at the Watauga County Landfill. It was also agreed that DH Griffin was the best qualified contractor that met all qualifications for the design & build associated with the project and submitted all required components of the RFQ for design-build.

Therefore, the Committee recommended Piedmont Custom Meats be awarded a contract (to be negotiated) for facility management and DH Griffin be awarded a contract (to be negotiated) for the design/build of the Kill/Chill facility.

Commissioner Castle stated that the reason the Kill/Chill facility was being considered was due to a local problem that needed a local solution with local operation. Commissioner Castle stated that since the Committee meeting he had spoken to several local farmers and believed local operation of the Kill/Chill facility best met the original intent.

Chairman Turnbow stated that he was led to believe that a lot of local farmers were using Piedmont Meats. Dr. Hamilton stated that they were as well as many in surrounding counties.

Dr. Hamilton gave a brief review of grants received for the project and stated that, as long as there was forward momentum of the project, the granting agencies were good with providing extensions.

County Manager Geouque stated that the Board still needed determination of the lease rate/structure for the end operator of the plant. This was a stipulation of release of funding for the project by the Golden LEAF grant. County Attorney Andrea Capua stated that she has been in touch with a local appraiser and stated that the rate would not be easily determined as there weren't local comparables for such a facility. Ms. Capua stated that if a local comp wasn't found, the best defensible rate for fair market value as determined reasonable by a certified appraiser would be used.

Commissioner Castle stated that Piedmont Meats had their act together, however, the original intent was a local solution to a local problem with a local operator and was designed to keep monies in Watauga County. Vice-Chairman Wallin asked the likelihood of grantors pulling funding if the wrong provider was chosen. Dr. Hamilton stated that the grantors wanted the project to go forward. Commissioner Russell stated that he respected the Committees recommendation and wanted to put the project in the best position for success.

Commissioner Russell, seconded by Chairman Turnbow, moved to award the bid for the operation of the Kill/Chill facility to Piedmont Custom Meats and the design/build of the Kill/Chill facility to DH Griffin as recommended by the Committee.

VOTE: Aye-4(Turnbow, Wallin, Eggers, Russell)
Nay-1(Castle)

Dr. Hamilton stated that meetings would be scheduled with both Piedmont Custom Meats and DH Griffin to negotiate contracts. Chairman Turnbow directed Dr. Hamilton to keep the County Manager and County Attorney up to date on progress.

B. Boards and Commissions

County Manager Geouque presented the following:

Recreation Commission

Ms. Keron Poteat, Parks and Recreation Director, recommended the appointment of the following to the Recreation Commission:

- Mr. Jason Eldreth, recommended by Bethel School Principal, Mr. Ward, with a term expiring August 2027.
- Mr. Denny Norris as recommended by Green Valley School Principal, Mr. Prince, and the Recreation Commission with a term ending August 2027.

- Ms. Pamela Cline as recommended by the Recreation Commission to fill a seat that has been vacant with a term ending August 2027.
- Mr. Gene Swift, recommended by Parkway Principal, Ms. Trimble, with a term ending August 2027.
- Mr. Wendell Ellis, as recommended by the Recreation Commission to represent the Town of Blowing Rock, At-Large. This was a currently vacant position that would expire in August 2027.
- Mr. Ron Henries, as recommended by Watauga County School Board Chairman, Dr. Childers. The term would end August 2025.
- Mr. Kevin Roeder, as nominated by the Recreation Commission to represent the Town of Seven Devils. The term would end August 2027.
- Ms. Joy James, who is willing to continue to serve as an Appalachian State University representative. The term would expire August 2027.
- Ms. Virginia Roseman was chosen by and to represent the Town of Boone.

Each of these were first readings and, therefore, no action was required at this time.

Chairman Turnbow, seconded by Commissioner Russell, moved to waive the first reading and appoint those to the Recreation Commission as presented.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced that the High Country Council of Governments' 49th Annual Banquet was scheduled for Friday, October 4, 2024, from 6:00 to 9:00 P.M. in the Grandview Ballroom at The Northwest End Zone, Appalachian State University.

ADJOURN

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to adjourn the meeting at 6:44 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 3, 2024, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

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

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AGENDA ITEM 5:

SHERIFF'S OFFICE PROPOSED CCTV UPGRADE FOR THE DETENTION CENTER IN FISCAL YEAR 2024-2025

MANAGER'S COMMENTS:

Major Kelly Redmon, Watauga County Sheriff's Office, will request Board approval for the expenditure of funds for the upgrade of the Detention Center camera system. The cost of the upgrade is \$50,259.00 and is included in the FY 2024-25 budget.

Board action is required to approve the upgrade.



WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.
SHERIFF

August 28, 2024

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: FY 24-25 CCTV Upgrade for Watauga Detention Center

The Watauga County Sheriff's Office Request Board approval for the expenditure of funds for the upgrade of the Detention Center Camera system.

The system is aging and will require the replacement of recording equipment and monitors.

The current vendor has provided a quote for the equipment and service in the amount of \$50,259.00

The funds for this purchase are available in the 24-25 FY Sheriff's budget.



1608 Church Street SE
 Decatur, AL 35601
 P 256.351.2445
 F 256.351.1648

March 12, 2024

Watauga County Detention Center
184 Hodges Gap Road
Boone, NC 28607
Attn: Barry Trivette

Re: Watauga County Detention
 Sub: CCTV recording upgrades

Barry:

We are pleased to provide this budget per request for replacing the Vicon DVRs, matrix switcher and quads with Wisenet WAVE (Hanwha Vision of America) Digital Client Stations, decoders, encoders and Network Video Recorder (NVR). Note that licensing requires no annual renewal or maintenance fees.

Furnish & Installed by SWC

Replace recording equipment

- (3) Encoders to convert the existing analog camera signals to digital.
- (1) NVR for 60 days of recording storage @15FPS.
- (1) 8-port Network switch.
- Licensing as required for the encoders.
- Programming required for system conversion to interface with existing control stations.
- Cabling as required for system conversion.

Replace monitor at female control room

- (1) 22" 16:9 widescreen monitors for camera display from client station.
- (1) Client station computer for displaying selected cameras.

Replace 2 small monitors at male control room

- (2) 24" 16:9 widescreen monitors for camera display from client station.
- (1) Client station computer for displaying selected cameras.

Replace monitor at booking control room

- (1) 22" 16:9 widescreen monitors for camera display from client station.
- (1) Client station computer for displaying selected cameras.

www.swc.net



Corporate Headquarters – Evansville, IN
 Major Branch Locations – Decatur, AL * Evansville, IN
 Indianapolis, IN * Nashville, TN * Suwanee, GA

Watauga County Detention CCTV recording upgrade

SWC

March 12, 2024

Page 2 of 3

Replace monitor at Sheriff's office

- (1) 22" 16:9 widescreen monitors for camera display from decoder.
- (1) Video decoder computer for displaying selected cameras.

Replace monitor at dispatch office

- (1) 22" 16:9 widescreen monitors for camera display from decoder.
- (1) Video decoder computer for displaying selected cameras.

Additional Inclusions:

- Proper project management for on- and off-site management.
- Proper engineering documents for installation, operation and maintenance.
- Integration to existing Touchscreen control station

Terms and Conditions:

- Proposal is based on a purchase order from the county having this scope letter attached.
- Proposal is based on an 8-hour workday with escorts being available to allow installation of products without delay.
- Proposal is contingent upon reuse of existing cabling and power as needed.
- Proposal is contingent upon reuse of existing cable pathways. No conduit, pull strings, pull/junction boxes, fittings, straps, access panels or j-hooks included in proposal.
- Final payment will be remitted upon substantial completion of our scope of work. No retainage is to be withheld.
- Warranty: Equipment and Labor, which may also include additional Services from SWC, will be warranted for a period of one (1) year from substantial completion of SWC's scope of work.
- All local permits, inspections and all related cost will be furnished by others.
- Bond Available if required at 1.0% of total contract value to SWC.
- Proposal is valid for a period of 60 calendar days. At the end of 60 days pricing must be re-evaluated to incorporate the most current costs of material and labor.

Summary

We are pleased to perform all the work in accordance with the contents of the previous pages containing SWC's scope of work for the sum(s) as follows:

Proposal Pricing: \$50,259.00

***** SERVICE CONTRACT DISCOUNT *****

There have not been any charges added for travel expenses. This work has been priced to be performed on a scheduled service visit. Please let us know if this needs to be performed sooner.

Watauga County Detention CCTV recording upgrade
SWC
March 12, 2024
Page 3 of 3

Pricing DOES include applicable taxes on material...

*SWC is a licensed contractor in the State of North Carolina...
Electrical Contractor License No. 27752-U (Unlimited)
Burglar Alarm Business Services License No. BPN 005191P11*

Sincerely,

Chris Plemons

Chris Plemons-Detention Service Manager

Sent Via Email: Barry.Trivette@Watgov.org

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AGENDA ITEM 6:**PROPOSED AMENDMENTS TO RESOLUTION ESTABLISHING THE WATAUGA COUNTY DEPARTMENT OF SOCIAL SERVICES ADVISORY BOARD****MANAGER'S COMMENTS:**

Mr. Tom Hughes, DSS Director, will request the Board consider recommendations to update the Social Services Advisory Board's bylaws. Staff would recommend that under 1 (a) a line be added at the end of the sentence to state, "The County Commissioners and County Manager shall have the final authority on the hiring/firing of the Social Services Director." Additionally, the Board may wish to consult with the County Attorney regarding the sharing of major incidents or concerns with the Advisory Board regarding DSS staff/personnel or community families due to privacy of personnel records, confidentiality and liabilities, as the County is the ultimate responsible party.

Staff seeks direction from the Board.

Watauga County Board of Commissioners
Larry Turnbow (Chairman)
Charlie Wallin (Vice-Chairman)
Todd Castle
Braxton Eggers
Ray Russell


Dear Watauga County Board of Commissioners,

It is my pleasure to submit a “**Proposal to Revise the Original Resolution of the Watauga County Board of Commissioners Establishing the Watauga County Department of Social Services Advisory Board.**” The original Watauga County Department of Social Services (DSS) Advisory Board Bylaws document was originally created and established in August 2013 and has served as a guiding document for this board for over a decade now.

However, over the course of the last 10 years, we’ve noticed that the landscape of DSS has changed in Watauga County, as has the role of the DSS Advisory Board. Further, the original document has not been examined or updated in 10 years, despite numerous changes in our community and world. With these changes comes necessary revisions to the DSS Advisory Board Bylaws. As such, on behalf of the rest of the advisory board, I am submitting a proposal to revise the current Watauga County DSS Advisory Board Bylaws. The following proposed changes aim to give more specificity and guidance on the purposes of the advisory board, its overall role and objectives as they relate to the DSS, Watauga County Board of Commissioners, and the community, and more specific provisions on advisory board member qualifications, as well as how members are selected, approved, term limits. Finally, the advisory board has created a set of bylaws that pertain to revising and updating this document in the years to come. We hope that this document will provide future iterations of the DSS advisory board the guidance they need as Watauga County and the Department of Social Services continues to grow and change, as well as support families of the high country.

In the proposed revision document, I have highlighted all recommended changes in **yellow** to the original DSS Bylaw document. All other words and phrasing that are not highlighted are from the original document entitled “Original Resolution of the Watauga County Board of Commissioners Establishing the Watauga County Department of Social Services Advisory Board.” A non-highlighted/clean copy of our recommended changes is available upon request.

Thank you for your time and consideration. Please contact me if you have any questions.



Reagan S. Breitenstein, Ph.D.
Watauga County Department of Social Services Advisory Board Chair
Cell Phone: 210-313-5355

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Proposal to Revise the Original
Resolution of the Watauga County Board of Commissioners
Establishing the Watauga County Department of Social Services Advisory Board
(Established in 2013)**

Purpose/Reason for Amendment

The following document is a proposal to enact changes to the original "Resolution to the Watauga County Board of Commissioners Establishing the Watauga County Department of Social Services Advisory Board" which was proposed and originally approved August 20, 2013. This original document has not been examined or updated in 10 years, despite numerous changes in our community and world. The following proposed changes aim to give more specificity and guidance on the purposes of the advisory board, its overall role and objectives as they relate to the Department of Social Services, Watauga County Board of Commissioners, and the community, and more specific provisions on advisory board member qualifications, as well as how members are selected, approved, term limits.

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 **and regular updates** from the Director of the Watauga County Department of Social Services, staff, and the public **about services that DSS provides. The Advisory board will also regularly receive updates on DSS hiring/personnel, current caseload numbers for various agencies and programs provided by DSS, current and yearly budget**

number and projections, and any major incidents or concerns that happen regarding DSS staff/personnel or community families receiving services (as necessary or appropriate). In turn, the Advisory Board shall also provide feedback based on updated information, review and investigate citizen complaints regarding the functioning of the Department of Social Services, and where appropriate, make recommendations to the Director of the Watauga County Department of Social Services or the Board of County Commissioners. Finally, the Advisory Board 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 when necessary or appropriate.

- a. 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.
2. As previously stated, 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. This means 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 programming which decisions are made at external government review).
 3. The DSS Advisory Board shall consist of five members who are recommended to apply by current, sitting Advisory Board members and/or appointed by the Watauga Board of Commissioner. Four Advisory Board members may be suggested/encouraged to apply from the community at large (i.e., Watauga County residents), and one shall be either the Watauga County Manager or a member of the Watauga County Board of Commissioners. The appointment of the County Commissioner or the 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 no more than two consecutive, three-year terms which shall be staggered so as to provide for the appointment of at least one Advisory Board member position annually.
 4. All members that are nominated and appointed to the DSS Advisory Board must be residents of Watauga County at their time of nomination and appointment. During their term of service, board members must continue to own property, and/or work and be employed, and/or pay taxes in Watauga County to be eligible as a member of the DSS Advisory Board.
 - a. 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. Additionally, no more than two Advisory Board members shall be employees of the same organization or business, nor shall they share the same occupation, so as to encourage diversity in board members.

- b. Finally, current/existing DSS Advisory Board members and the Board of Commissioners shall work to ensure that all members who are nominated and appointed represent various, diverse pockets of our community in Watauga County from various occupations, socioeconomic backgrounds, races/ethnicities, religions, etc., so as to better advocate for families and individuals who are served by DSS.
5. If a current/existing DSS Advisory Board member moves out of Watauga County (i.e., no longer owns property, works, or pays taxes in Watauga County) during their term of service, then the board member has the option to either finish out their current three-year term or resign when a new member has been nominated and appointed by the other members of the DSS Advisory Board and the Board of Commissioners.
 6. As noted, members may serve up to six years total on the DSS Advisory Board, which may consist of two (consecutive or nonconsecutive) three-year terms. Upon the expiration of their term in office, each board member shall continue to serve until the nomination and appointment of their successor by the DSS Advisory Board and the Board of Commissioners. The completion of an unexpired term shall not be counted against the limitation of the two consecutive three-year terms.
 7. Upon resignation or expiration of term service, current DSS Advisory Board members may suggest and/or nominate prospective board members to fill vacant positions by either suggesting nominations during the announcement portion of an Advisory Board Meeting or they may request to have discussion of nominations formally included as an agenda item for an upcoming Advisory Board Meeting. Upon discussion and voting of the current board members (at least a majority vote of those present [quorum] required) on a prospective board member, the chair of the advisory board may reach out to the prospective board member via email, phone, or similar.
 - a. If the prospective board member indicates interest in filling the vacant board position, they will be encouraged to submit a (1) resume or CV demonstrating their occupation and position with Watauga County, and (2) a brief statement of interest for serving on the DSS Advisory Board to the chair of the DSS Advisory Board. The prospective board member will also be encouraged to meet or talk on the phone with the current chair of the Advisory Board to learn more about the goals, purpose, and expectations of Advisory Board members.
 - b. After meeting with the chair and submitting the appropriate materials, the chair of the Advisory board will formally request an agenda item for discussion/voting of the prospective board member at the next Advisory Board meeting.
 - c. The board will discuss and vote on the prospective board member, at which point the prospective board member's materials and information will be included as an

- agenda item for discussion/appointment at the next possible Board of County Commissioners meeting.
- d. Upon approval by the Board of Commissioners, the new board member will be invited to begin joining monthly Advisory Board meetings.
8. Board members are expected to attend one meeting per month, lasting approximately one hour each. Each month, the Director of Social Services will present to the Advisory Board a written and/or verbal report of 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 of those present (quorum) before engaging in any new agenda items. Each set of accepted meetings will then be forwarded to the County Manager and to the County Commissioners.
- a. If a board member cannot attend a meeting, they are encouraged to let the Director of Social Services, clerical person, and/or the chair of the Advisory Board know that they cannot attend at least 24 hours in advance.
- b. Board members shall not miss more than 3 board meetings per calendar year without notification or documentation for missing meetings.
9. 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 close session for the purpose of discussing personnel matters pursuant to the North Carolina General Statute 143-318.11.
10. 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.
11. 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, as necessary.
12. The Advisory Board shall be available for joint meeting 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 their evaluation of the job performance of the director of Social Services.
13. Finally, there shall be an annual review of bylaws, including discussion of amendments to the current/existing bylaws and ongoing discussion of the purpose of the DSS Advisory Board as necessary.
- a. Annual review of the Watauga County DSS bylaw shall take place each August;
- b. However, if any member of the Advisory Board wishes to review or propose amendments to the bylaws sooner than the annual review, any member can

- request to put the relevant bylaw for discussion as an agenda item for the upcoming monthly meeting.
- c. Specifically, amendments or any proposed changes to the bylaws should be placed on the upcoming meeting agenda at least one meeting prior to the meeting in which discussion and voting on any amendment or resolution is to take place. All resolutions or bylaw amendments voted on will require a $\frac{2}{3}$ vote by members of the club with the exception of officer elections, which shall require a majority vote (50% of present voting members + 1).
 - d. Importantly, to vote on any bylaws or any changes to this document, in whole or in part, at any time, the voting meeting must reach quorum, which is defined as a majority of the current, documented members of the Advisory Board. Thus, at least 50% + 1 of the total number of current, documented Advisory Board at any given time must be present in order for any vote or any time to take place.

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AGENDA ITEM 7:

EMERGENCY SERVICES MATTERS

A. Proposed Communications Maintenance Contract Renewal

MANAGER’S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the Board approve the renewal of the radio maintenance contract with Mobile Communications America in the amount of \$36,438.72. Funds are available in the current Fiscal Year 2024-2025 budget.

Board action is required to approve the contract with Mobile Communications America in the amount of \$36,438.72.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

August 23, 2024

To: Board of Commissioners

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

Subject: Communications Maintenance Contract Renewal

Board of Commissioners,

Please consider my request for \$36,438.72 for the renewal of the radio maintenance contract with Mobile Communications America. This contract covers the maintenance agreement for our radio systems at each tower site. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt
ES Director



COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2024 between Mobile Communications America with principal offices at Charlotte, NC (hereafter "Mobile Communications America") and; (the "Customer")
Watauga County.

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

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America \$3,036.56 per month, \$36,438.72 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis. This service agreement will expire on: 6/30/2025. This agreement will auto renew upon the expiration date.

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

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

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

By: _____
Customer

By: David Woods
Mobile Communications America

Title: _____

Title: Service Manager

Date: _____

Date: 8/22/24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCA Premier Service with Repair - Subscribers

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

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

090324 BCC Meeting

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

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

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

MCA Essential Service with Repair - Infrastructure Components

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

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

MCA Premier Service with Repair - Infrastructure Components

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

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

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

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

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

AGENDA ITEM 7:

EMERGENCY SERVICES MATTERS

B. Proposed CRS Recorder Maintenance Contract

MANAGER’S COMMENTS:

Mr. Holt will request the Board approve a maintenance contract with Carolina Recording Systems of recorders at the Primary and back-up PSAPs in the amount of \$25,940.00. Funds are available in the current Fiscal Year 2024-2025 budget.

Board action is required to approve the contract with Carolina Recording Systems in the amount of \$25,940.00.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

August 23rd, 2024

To: Board of Commissioners

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

Subject: CRS Recorder Maintenance Contract

Board of Commissioners,

Please consider my request for \$25,940.00 for the renewal of the maintenance contract with Carolina Recording Systems of recorders at the Primary and Back-up PSAPs. This is a renewal of the current contract and funds are available for this purpose.

Respectfully,

Will Holt
ES Director



Carolina Recording Systems, LLC

PO Box 11311
 Charlotte, NC 28220
 704-799-1070
 accounting@crsnc.com
 www.crsnc.com

BUDGETARY QUOTE

ADDRESS

Watauga County Communications
 814 West King Street, Room 216
 Boone, NC 28607

BUDGETARY QUOTE # 1981

DATE 01/12/2024

MAINTENANCE CYCLE

OCT 1 2024 thru SEP 30 2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Annual Maintenance			
Maintenance	NexLog 740 DX Recording System (S/N: 745102195)	1	18,315.00	18,315.00
NAS	Network Attached Storage Server	1	0.00	0.00
P25	AIS	1	0.00	0.00
Maintenance	NexLog 740 DX Recording System (S/N: 745100446)	1	7,625.00	7,625.00

THIS IS NOT AN INVOICE

SUBTOTAL	25,940.00
TAX	0.00
TOTAL	\$25,940.00

Accepted By

Accepted Date

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AGENDA ITEM 7:

EMERGENCY SERVICES MATTERS

C. Proposed Easement

MANAGER’S COMMENTS:

Mr. Holt will request the Board approve the proposed easement agreement for access to Watauga County property utilizing Hidden Pond Road. The County Attorney has prepared and reviewed the easement as presented.

Board action is required to approve the easement agreement as presented.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

August 8, 2023

To: Board of Commissioners

CC: Deron Geouque, County Manager
Samantha Jones, Finance Director
Anita Fogle, Clerk to the Board

Subject: Easement Approval

Board of Commissioners,

Please consider my request to approve the proposed easement agreement for access to Watauga County property utilizing Hidden Pond Road. This easement will be utilized for accessing the proposed public safety radio tower to be constructed at the transfer station property. The owner is amenable to the terms proposed which are comparable to other similar leases or easement agreements we have in place for this purpose.

Respectfully,

Will Holt
ES Director

CROSS REFERNCE TO PLAT BOOK 29 PAGE 258 (SHEETS 1-6); BOOK OF RECORDS 1998 PAGE 535; BOOK OF RECORDS 2141 PAGE 703; BOOK OF RECORDS 168 PAGE 69; BOOK OF RECORDS 150 PAGE 149

STATE OF NORTH CAROLINA

EASEMENT AGREEMENT

COUNTY OF WATAUGA

This **Easement Agreement**, made this _____ day of _____, 2024 by and between **Robert Kevin Stack**, herein referred to as “**Stack**”; **Fouad M. Hatem and Samera Hatem**, herein referred to as “**Hatem**”; **Christopher Matthew Parker and Marie Antoinette Hatem Parker**, herein referred to as “**Parker**” and **Watauga County, a North Carolina Corporate Body Politic chartered by the State of North Carolina**, herein referred to as “**Watauga**” and **the State of North Carolina as successor to Watauga County by assignment from Watauga County.**

BACKGROUND STATEMENT

WHEREAS, Stack is the owner of property pursuant to a deed recorded at Book of Records 1998 at Page 535 of the Watauga County Register of Deeds Office; and

WHEREAS, Hatem and Parker are the owners property pursuant to a deed recorded at Book of Records 2141 at Page 703 of the Watauga County Register of Deeds; and

WHEREAS, Watauga is the owner of property pursuant to deeds recorded at Book of Records 168 at Page69 and Book of Records 150 at Page 149 of the Watauga County Register of Deeds Office; and

**Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607**

WHEREAS, the properties of Stack, Hatem, Parker and Watauga are shown on a plat recorded at Plat Book 29 at Page 258 (Sheets 1-6) of the Watauga County Register of Deeds Office; and

WHEREAS, Watauga needs an easement of ingress, egress and regress from Brown's Chapel Road (NCSR No. 1513) by virtue of Hidden Pond Road to its property described herein to access, install, construct, maintain, service and repair communication towers for emergency services for the general public which easement Stack, Hatem and Parker are willing to grant to Watauga, subject to the terms and conditions of this Easement Agreement, with the understanding and consent that this Easement Agreement will be assigned by Watauga County to the State of North Carolina.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and adequacy of which is acknowledged by Stack, Hatem, Parker and Watauga to be full and adequate consideration to support this Easement Agreement, Stack, Hatem, Parker and Watauga agree as follows:

1. **Grant of Easement.** Stack, Hatem and Parker hereby grant to Watauga an easement for ingress, egress and regress of sufficient width to access, install, construct, maintain, service and repair communication towers for emergency services for the general public on its property described herein. All expenses associated with installation, construction, "base line" maintenance are the responsibility of Watauga .

2. **Maintenance and Repair of Hidden Pond Road.** Watauga agrees that it will provide "base line" maintenance of Hidden Pond Road from Browns Chapel Road (NCSR No. 1513) to its property described herein. "Base Line" maintenance shall consist of:

- a. An annual inspection by County Staff to assess road condition and assure

**Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607**

- annual "base line" maintenance as necessary;
- b. Maintenance of the current road width;
- c. Grading to include crowning the road and maintenance of the ditching;
- d. A six (6) inch gravel road base.
- e. The effective date of beginning road maintenance will be upon completion of construction of the tower.

3. **Binding Agreement**. This Easement Agreement shall be binding upon Stack, Hatem, Parker and Watauga, their heirs, successors or assigns and shall be an easement appurtenant for the benefit of Watauga's property described herein.

IN WITNESS WHEREOF, this Easement Agreement has been executed by Stack, Hatem, Parker and Watauga the day and year stated herein..

_____ (SEAL)
Robert Stack

State of North Carolina

County of _____

I certify that the following person, Robert Stack, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: _____

(Official Seal)

Print Name: _____

My Commission expires: _____

Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607

_____(SEAL)
Fouad M. Hatem

_____(SEAL)
Samera Hatem

State of North Carolina

County of _____

I certify that the following persons, Fouad M. Hatem and Samera Hatem, personally appeared before me this day, each acknowledging to me that he and she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: _____

(Official Seal)

Print Name: _____

My Commission expires: _____

**Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607**

_____(SEAL)
Christopher Matthew Parker

_____(SEAL)
Marie Antoinette Hatem Parker

State of North Carolina

County of _____

I certify that the following persons, Christopher Matthew Parker and Marie Antoinette Hatem Parker, personally appeared before me this day, each acknowledging to me that he and she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: _____

(Official Seal)

Print Name: _____

My Commission expires: _____

**Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607**

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

**By: _____
Larry Turnbow, Chair of the Watauga County
Board of County Commissioners**

Attest:

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

(CORPORATE SEAL)

STATE OF NORTH CAROLINA, COUNTY OF WATUAGA

I, a Notary Public of the County and State aforesaid, certify that Anita Fogle, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Watauga, North Carolina, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of the Board of County Commissioners and attested by her as Clerk to the Board of Commissioners. The signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the ____ day of _____, 2024.

Notary Public
Print: Name: _____
My Commission Expires: _____

ASD/Clients/Watauga County/Hidden Pond Road/2042506

**Prepared by: di Santi Capua & Garrett, PLLC
P. O. Box 193, 642 West King Street, Boone, NC 28607**

AGENDA ITEM 8:

SOIL AND WATER GRANT ACCEPTANCE REQUESTS

MANAGER'S COMMENTS:

Ms. Michelle Kasey, Soil and Water, will request the Board approve grants from multiple agencies. The grants are pass-through with the exception of the Valle Crucis Watauga River Access. The Soil and Water Board have already approved the grants.

Board approval is required to approve the attached grants as presented.



Watauga County Soil & Water Conservation District

971 West King Street
Boone, NC 28607
(828) 719 - 3409

MEMORANDUM

TO: Deron T. Geouque and the Watauga County Board of Commissioners

CC: Anita Fogle, Clerk to the Board

From: Michelle Kasey

Subject: Request for Grant project(s) approval

Date: September 3, 2024

On behalf of the Watauga County Soil & Water Conservation District (Watauga SWCD), I would like to request permission from the Board of Commissioners to partner on the following projects. These are pass-through grant projects in Watauga County. The total of the 5 projects requiring permission from the Board is \$1,094,760 to be spent on improvements in Watauga County.

These grants are pass-through grants that require the money to come through the County and be paid back out by the County. On most there will be no County funds involved unless there are in-kind donations which consists of our Technician, Mikey Woodie, meeting with the partners and contractors on site. No budget monies will be paid out.

We, Watauga County Soil & Water request permission to partner on the attached list of projects.

Board of Supervisors

Bill Moretz
Chris Hughes

Denny Norris, Chair

Todd Combs
Jennie Hanifan

Grant Contracts:

Valle Crucis Watauga River Access – \$165,000 Blue Ridge RC&D, Blue Ridge Conservancy, US Fish & Wildlife Service River access, stream restoration, riparian buffer, storm water wetland, including a parking lot and signage for public use. Purpose is to reduce erosion, reduce sedimentation, and to improve riparian habitat. Parking lot, sign and driveway complete. (Contract approved Jan 2023)

UT to Dutch Creek – \$326,000 NC Land and Water Fund, US Fish & Wildlife Service, Blue Ridge Conservancy, Blue Ridge RC&D Stream restoration, riparian corridor improvement – connecting two riparian areas together. Purpose is: County straightened stream in 1940's, project is to restore the original channel to meandering to address erosion and to improve wildlife habitat connectivity. Designs in place, project has not begun. (Contract approved February 2023)

Vanderpool Creek & Farms – \$356,000 NRCS – EQUIP, Resource Institute Stream Restoration, Riparian Buffer. Purpose is to address streambank erosion, riparian buffer improvement, aquatic habitat enhancement. NRCS – pasture practices have been completed. Stream restoration has not begun. (Contract approved March 2023)

Green Valley Stream Restoration - \$61,550 New River Conservancy Stream restoration, wetland enhancement, riparian buffer planting. Purpose is to stabilize stream banks, reduce sedimentation, aquatic barrier removal (habitat connectivity). Work has not begun – should begin in September. Contract approved June 2023.

Pine Orchard Creek (Trivette) - \$186,210 Blue Ridge Environmental Consulting, EQUIP with NRCS Stream restoration - address stream bank erosion, exclude stream from cattle, improve riparian zone; 960' linear of stream and 1.1 acres of riparian buffer (has not started) Contract approved August 2024.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Announcements

MANAGER’S COMMENTS:

The High Country Council of Governments’ 49th Annual Banquet is scheduled for Friday, October 4, 2024, from 6:00 to 9:00 P.M. in the Grandview Ballroom at The Northwest End Zone, Appalachian State University.



Event Details

Cost

\$50.00 Per Person

Date and Location

Friday, October 4, 2024

Grandview Ballroom
The Northwest Endzone
Appalachian State University
135 Jack Branch Drive
Boone, NC 28607

RSVP Deadline

September 20, 2024

Schedule of Events

Reception (Cash Bar)

6:00 - 7:00pm

Presentation of Awards

7:00 - 7:30pm

Buffet Dinner

7:30 - 8:30pm

Networking

8:30 - 9:00pm

Important Information

- ♦ Refunds can be given if cancellations are provided prior to RSVP deadline of September 20, 2024.
- ♦ If your guest is not being paid for by your local government entity or organization, please remit payment with RSVP.
- ♦ We are unable to accept payments of any kind at the door.
- ♦ Cash bar during reception accepts Mastercard & Visa only.
- ♦ Parking attendant will direct you to a handicap accessible parking area, the drop-off lane, or the general parking.
- ♦ Directions: From Rivers Street, turn onto Stadium Drive, then turn right onto Jack Branch Drive, go straight until you see the parking attendant.
- ♦ Questions? Please contact Victoria at 828-265-5434 x.101 or voxentine@hccog.org.

