

Don Adams

From: Claude Dicks <claud.allisonoutdoor@yahoo.com> on behalf of Claude Dicks
Sent: Tuesday, August 18, 2020 11:47 AM
To: brianmcmahan@jacksonnc.org; boycedeitz@jacksonnc.org; ronmau@jacksonnc.org; gaylewoody@jacksonnc.org; mickeyluker@jacksonnc.org; jacksoncomgr@jacksonnc.org; heatherbaker@jacksonnc.org
Cc: Eric Ridenour; Claude Dicks
Subject: Allison Outdoor Advertising Land Leases with Jackson Co
Attachments: SKM_224e20081811250.pdf

Good Morning

I'm Claude Dicks, President of Allison Outdoor Advertising. I will be making a public comment at today's meeting. I was advised by our attorney, Eric Ridenour that I should send something out in advance for you guys.

Attached are some solutions involving Allison Outdoor billboards on County Property. Included in the Solutions is our Revised Allison Outdoor Copy Acceptance Policy. Company wide we want to distance ourselves from "Hot Button" Issues which are politically sensitive. Had this portion of our policy been in place a few weeks ago, none of this would have come up.

We feel that with a revised lease with the county, we can take all language out about content and put creative is the sole discretion of Allison Outdoor. And then you include our Copy Acceptance Policy that should eliminate any future issues.

Thank you
Claude Dicks

Claude Dicks

*President / General Manager
Allison Outdoor Advertising
(O) 828-586-2737
(C) 828-557-9915
AllisonOutdoor.com*

----- Forwarded Message -----

From: "allisonoutdoor2019@gmail.com" <allisonoutdoor2019@gmail.com>
To: "claud.allisonoutdoor@yahoo.com" <claud.allisonoutdoor@yahoo.com>
Sent: Tuesday, August 18, 2020, 11:23:08 AM EDT
Subject: Message from KM_224e

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Solutions to Allison Outdoor Billboards on County Property

Allison Outdoor, would like to offer some solutions which will

- 1) Keep Jackson Co free of Liabilities while leasing land to Allison Outdoor,
- 2) Continue to maintain revenue coming into the county through the leased property
- 3) Allow the County to run Jackson County Specific Public Service Announcements
- 4) Allow Allison Outdoor to maintain their billboards on Jackson County property for the long term.

Solutions

- 1) Allison Outdoor is in the process of rewriting a Copy Acceptance Policy which has been in effect since last year. The rewritten portion states...“Allison Outdoor Will Not Run Political / Non-Commercial Speech pertaining to “Hot Button” Issues. Some examples would be on Race, Religion, Sexual Orientation or any other topics which are politically sensitive. However, Allison Outdoor Will Run Political “Election Type” Ads which states an individual is running for a publically held office which is voted on by the people, and or any ballot box initiatives.”
- 2) Allison Outdoor is open to discuss renegotiating current leases. That can come in different ways.
 - a. Annual Pre-Paid Lease increase
 - b. Upfront Payment for Multiple years (Up to 10 years in Advance)
 - c. Jackson Co, selling a portion of land where the billboard sits. We understand that it is an open bid.
- 3) Allow Jackson County One (1) Full Slot to run Public Service Announcements, up to 4 weeks a year on all Digital's in the County at No Cost.
- 4) As a company Allison Outdoor has been helping Jackson County businesses for over 60 years. And during that time we have run a lot of Local Public Service Campaigns to help promote events, issues and other matters to spread goodwill throughout the community. One great example was last year with the County Commissioners. You guys ran an Anti-Littering Campaign. You guys bought 2 JR Posters for a Total of \$400 and Allison Outdoor provided the Artwork, Materials and 1 Free Digital Slot at No Cost. Please let's find a workable solution to keep these billboards up.

Allison Outdoor Copy Acceptance Policy

Allison Outdoor supports the First Amendment right of advertisers to promote legal products and services. Allison Outdoor also reserves the right in its sole discretion to reject advertising that is misleading, offensive or otherwise incompatible with individual community standards. We believe it is in the best interest of our Company and the communities we serve to accept advertising copy openly, subject only to requirements imposed by law and reasonable standards of fairness and decency.

Allison Outdoor Will Not Run Political / Non-Commercial Speech pertaining to "Hot Button" Issues. Some examples would be on Race, Religion, Sexual Orientation or any other topics which are politically sensitive.

Allison Outdoor will run Political "Election" Ads which states an individual is running for a publically held office which is voted on by the people, and or any ballot box initiatives.

All submissions which contain negative references must be submitted to the Allison Outdoor Copy Acceptance Board for consideration before any decision on acceptance or rejection may be made.

Allison Outdoor reserves in its sole discretion the right to reject advertising copy for any reason, but specifically rejects copy for the following reasons.

The copy is factually inaccurate, misleading, fraudulent, and deceptive or in any way reflects upon the character, integrity or standing of any organization or individual.

The copy is obscene, offensive or otherwise inconsistent with local community standards and in particular, we reject the posting of obscene words or pictorial content.

The copy promotes an illegal activity.

Advertisers who have a pattern of using provocative and critical copy to create negative impressions of other entities may be barred from posting copy.

Whether Allison Outdoor accepts or rejects copy is not up for debate.

Allison Outdoor pledges to work with advertisers to achieve acceptable copy if the originally submitted copy is not accepted.

For copy determined to be sensitive but acceptable by Allison Outdoor, the identity of the advertiser must be clearly stated in an easily readable disclaimer. Letters no smaller than 4 inches on billboards up to 100 sq ft. 6 inches tall on billboards 300 sq/ft or higher. (ex. "Paid for by ABC Committee").

August 2020

Doc ID: 004886780002 Type: CRP
Recorded: 12/05/2012 at 11:07:52 AM
Fee Amt: \$26.00 Page 1 of 2
Jackson County, NC
Joe Hamilton Register of Deeds
BK 1965 PG 149-150



LEASE

35 Outdoor Drive • P.O. Box 2250 • Sylva, N.C. 28779 • (828) 586-2737

LEASE NO: 2228

DATE: 5/24/2012

In consideration of \$2200.00 dollars payable in advance yearly, during the term hereof by the Lessee, ALLISON OUTDOOR ADVERTISING, I-We, having full right and authority in and upon the premises, hereby rent you for display advertising purposes the exclusive right, with the privilege of access to, through and upon the same, to the premises known and described as follows:

w/a us 441 s. 1 1/2 miles s/o us 74/23

State of N C County of Jackson for a period of 5 years
from Feb. 15, 2012 to Feb. 15, 2017

with the right to renew on like terms from year to year while the property is owned by us or in our possession. Lessor's acceptance of the yearly rent after the initial term will operate to renew the lease for an additional one year period and lease shall continue on like terms from year to year thereafter. During the initial term or renewals, Lessor has a first refusal option for an additional term including renewals, on the same terms as any other bona fide lease offer Lessor may receive. Lessee has fifteen (15) days after receiving evidence of such offer from Lessor within which to exercise this option and accept such lease terms.

THIS LEASE IS CONTINGENT ON OBTAINING ALL LOCAL AND STATE PERMITS, THE N.C. DEPARTMENT OF TRANSPORTATION HAS THE RIGHT OF ENTRY FOR THE PURPOSE OF INSPECTING SAID SIGN SITE OR TO CARRY OUT LAWFUL ORDER TO REMOVE SAID SIGN.

You shall have the right to cut any vegetation or trees on our property that may obstruct the visibility of your sign. Should the view of said sign become obstructed, or your use for display advertising purposes be prevented or impaired, then you shall have the right to cancel by giving us thirty (30) days advance written notice and we shall refund to you the unearned rental paid in advance.

It is intended and agreed that the completed outdoor advertising structure(s) shall be a permanent fixture on the real property described herein. As between the Lessor and Lessee, the Lessee is granted the right to dismantle the structure(s) and retain the salvaged materials within a reasonable period of time after the termination of this lease or any renewal thereof.

This lease shall not be assignable to any governmental entity or other entity with the power of eminent domain. The provisions herein are intended for the mutual benefit of Lessor and Lessee, and are hereby declared to be void and of no effect as to, and no rights hereunder shall inure to the benefit of any governmental entity or other entity with the power of eminent domain.

This agreement shall be binding on both parties, their heirs, personal representatives, and/or assigns when this lease agreement shall be signed by both parties or their authorized agents.

Miscellaneous provisions: At times when the billboards ARE VACANT THE County may
advertise at Allison's actual cost of materials. Allison shall
not allow third parties to use the billboard for political Ads.
or issues, or for promotion of subjects which are politically
sensitive or which might tend to imply the County of Jackson
has taken a position in regards to a political matter. **written**
Accepted: Either party has the right to cancel Lease with 6 Month notice.

ALLISON OUTDOOR ADVERTISING
By: *Bay Cooper*
Date: 5/24/12

(map on back)

North Carolina
Jackson County

I, Janet C. Fitzgerald

a Notary Public for said County and State, do hereby certify

that Gary Myers

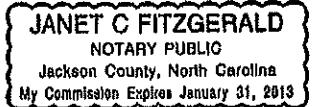
and W.J. Debnam

personally appeared before me this day and acknowledged the
due execution of the foregoing Instrument.

Witness my hand and official seal this the 24th day
of May, 2012.

Janet Fitzgerald
Notary Public

My commission expires: 1/31/2013



COUNTY OF JACKSON
Print Name: (Tenant, Owner, Agent)

401 GRINDSTAFF COVE ROAD SUITE A207
Address

SYLVA NC 28779
City State Zip

W.J. Debnam
Signature

Phone

Federal I.D. #

Social Security #

5/24/2012
Date



AREA CODE 704
PHONE 586-2737

CULLOWHEE ROAD **OUTDOOR ADVERTISING**

P.O. BOX 607
SYLVA, N.C. 28779

LEASE NO: J-246

DATE: FEB. 2, 76

In consideration of dollars, 50.00 payable in advance yearly, during the term hereof by the lessee, ALLISON OUTDOOR ADVERTISING. I-We, having full right and authority in and upon the premises, hereby rent you for display advertising purposes the exclusive right, with the privilege of access to, through and upon the same, to the premises known and described as follows;

JACKSON COUNTY PROPERTY
BELOW COURTHOUSE ON Hwy. 19A & 23

(2) JPS OR (1) STANDARD PANEL

State of N.C. County of JACKSON
for a period of 5 years from FEB 1
1976 to FEB 1 1977

with the right to renew on like terms from year to year while the property is owned by us or in our possession.

IN THE EVENT THE PROPERTY IS SOLD OR IMPROVED BY THE ERECTION OF BUILDING THEREON WE SHALL HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME BY GIVING YOU THIRTY (30) DAYS ADVANCE WRITTEN NOTICE AND BY REFUNDING THE UNEARNED PORTION OF THE RENTAL PAID IN ADVANCE.

Should the view of said space become obstructed, or your enjoyment for display advertising purposes be prevented or impaired, then you shall have the right to cancel by giving us thirty (30) days advance written notice and we shall refund to you the unearned rental paid in advance.

It is understood that all materials and displays placed on our property by you shall remain your property and you may remove them at any time during the term or extended term of this agreement or within thirty (30) days thereafter.

Accepted:
ALLISON OUTDOOR ADVERTISING
BY: [Signature]
DATE: FEB. 2, 1976

[Signature]
Tenant, Owner, Agent
[Signature]
Address
Court House Sylva
Date Signed

Phone: Feb 2, 1976
704-586-4086