

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

**TUESDAY, APRIL 19, 2022
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: April 5, 2022, Regular Meeting April 5, 2022, Closed Session		1
	3	APPROVAL OF THE APRIL 19, 2022, AGENDA		7
5:35	4	PROPOSED RESOLUTION RECOGNIZING THE MONTH OF MAY AS MENTAL HEALTH AWARENESS	COMMISSIONER PERTALION	9
5:40	5	PROPOSED UPDATE OF INTERLOCAL AGREEMENT FOR APPALACHIAN REGIONAL LIBRARY	MS. JANE BLACKBURN	11
5:45	6	BUDGET AMENDMENTS	MS. MISTY WATSON	23
5:50	7	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	27 29
5:55	8	BOARD OF ELECTIONS SOFTWARE, MAINTENANCE, AND WARRANTY AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE, LLC (ES&S)	MR. MATT SNYDER	47
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Announcements	MR. DERON GEOUQUE	63
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7:10	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		64
7:25	13	POSSIBLE ACTION AFTER CLOSED SESSION		64
7:30	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

April 5, 2022, Regular Meeting

April 5, 2022, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 5, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 5, 2022, at 5:30 P.M. in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Vice-Chairman Kennedy called the meeting to order at 5:33 P.M. The following were present:

- PRESENT:
- John Welch, Chairman
 - Billy Kennedy, Vice-Chairman
 - Carrington Pertalion, Commissioner
 - Larry Turnbow, Commissioner
 - Charlie Wallin, Commissioner
 - Anthony di Santi, County Attorney
 - Deron Geouque, County Manager
 - Anita J. Fogle, Clerk to the Board

Commissioner Wallin opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the March 15, 2022, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the March 15, 2022, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the March 15, 2022, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the April 5, 2022, agenda.

Commissioner requested a discussion regarding County Ordinances under Attorney/Client Matters in Closed Session.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the April 5, 2022, agenda as amended.

VOTE: Aye-5
Nay-0

PROPOSED RESOLUTION IN MEMORY OF SHERIFF'S DEPUTY LOGAN FOX AND SERGEANT CHRIS WARD

Chairman Welch read a proposed resolution in memory of Deputy Sheriff Logan Fox and Sergeant Chris Ward which requests citizens, businesses, nonprofits, and State and local governments to illuminate a blue light and observe a moment of remembrance on April 28, 2022.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

LETTER TO NC DHHS SECRETARY KINSLEY REQUESTING A DELAY IN THE ISSUANCE OF THE REQUEST FOR PROPOSAL

Mr. Dustin Burluson, Community Relations Regional Director with Vaya Health, stated that the North Carolina Department of Health and Human Services (NCDHHS) planned to create a specialty Medicaid waiver for children in foster care as well as children & youth involved with Social Services. The Child & Family Specialty Plan (CFSP) would be a single, statewide plan available to the children, youth, and families served by the child welfare system regardless of their location. The design would create a central accountable entity for providing services with only a Standard Plan or a Tailored Plan being allowed to bid to operate the CFSP; however, there were concerns with the proposed system.

Vice-Chairman Kennedy stated that concerns with the statewide CFSP (formerly called the Foster Care Waiver) would be the loss of local contact with a plan that would no longer be regional. There is also a concern of trying to do this while also incorporating Cardinal into Vaya.

A proposed letter was presented to be sent to NCDHHS Secretary Kody Kinsley requesting delaying issuance of the CFSP Request for Proposal. Vice-Chairman Kennedy also requested the proposed letter be addressed and sent to Senator Deana Ballard and Representative Ray Pickett.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the letter to be sent to Secretary Kody Kinsley, Senator Deana Ballard, and Representative Ray Pickett.

VOTE: Aye-5
Nay-0

ZIONVILLE BAPTIST CHURCH REQUEST TO USE HUMAN SERVICES PARKING LOT

Ms. Pam Greer, on behalf of Zionville Baptist Church, a non-profit organization, requested use of the parking lots of both the Social Services and Health Department on Saturday, July 30, 2022, from 7:00 am to 8:00 pm. The purpose of the request was to host a fundraiser for Safe Harbor, a recovery center for women that provides assistance programs and resources. They will provide all trashcans, caution cones, and porta-johns for the event but do need access to electricity for events on the stage. They will have generators for the bouncy houses.

County Manager Geouque stated that a license agreement was typically signed for use of the parking lot with a \$200 fee which could be waived if the Board so chose. Mr. Geouque asked if the Board wished to waive the fee. The County Manager stated that, if approved, the County Attorney could draw the agreement.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to waive the \$200 fee and allow Zionville Baptist Church to sponsor the fundraiser event for Safe Harbor as requested.

VOTE: Aye-5
Nay-0

INFORMATION TECHNOLOGIES PROPOSED BACK UP SOLUTION

Mr. Drew Eggers, Information Technologies Director, requested approval of the purchase of a new backup system for the County's computer system. The quote, from Katalyst was for a complete Rubrik backup system to protect the County's data. Total cost for the solution was \$76,608.50 which could be paid for out of available ARPA funds.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the Rubrik backup system in the amount of \$76,608.50 with funds to come from existing ARPA funds.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Interlocal Government Agreement Regarding Consolidation of 911 Dispatch Services for Watauga County and the Town of Boone

County Manager Geouque stated that County and Town of Boone staff have been developing a plan to consolidate 911 dispatch services. The County Manager presented a proposed agreement to take over the Town of Boone 911 dispatch services in the amount of \$415,940 annually, adjusted by the CPI index. As part of the agreement, the Town of Boone would transfer six full-time telecommunicator positions to the County. The employees would then become County employees and would be eligible for all County benefits. The effective date of the agreement was to be May 1, 2022. The Town of Boone had already approved the agreement. The County Attorney and County Manager have reviewed and approved the agreement.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to approve the agreement for the County to assume 911 consolidated dispatch with the Town of Boone as presented by the County Manager.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque presented the following:

Parks and Recreation Commission

The Town of Boone unanimously recommended Ms. Kalie Eppley to serve as their representative on the Parks and Recreation Commission. Ms. Eppley would be succeeding her father, Mr. West Eppley, in the position.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to waive the second reading and appoint Ms. Kalie Eppley as a Town of Boone representative on the Watauga County Parks and Recreation Commission.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- The Board of Commissioners will hold a public meeting on Tuesday, April 19, 2022, at 5:00 P.M. to discuss a proposed application for a Parks and Recreation Trust Fund Grant from the NC Division of Parks and Recreation.
- The last two sessions of the series to discuss the safety, accessibility, and affordability of housing in Watauga County will be held in April 2022.
- Budget Work Sessions are scheduled for Thursday, May 12, 2022, beginning at 12:00 noon and Friday, May 13, 2022, beginning at 9:00 A.M.
- Registration for the 2022 Watauga Compassionate Community Initiative (WCCI) Conference is now open and available at www.wataugacci.org. Registration closes Monday, April 25, 2022.

Vice-Chairman Kennedy commended the Children's Playhouse on their Shout and Build Fest which was held on Saturday, April 2, 2022.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:24 P.M., Commissioner Pertalion, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Pertalion, moved to resume the open meeting at 8:53 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Pertalion, moved to adjourn the meeting at 8:53 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE APRIL 19, 2022, AGENDA

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AGENDA ITEM 4:

PROPOSED RESOLUTION RECOGNIZING THE MONTH OF MAY AS MENTAL HEALTH AWARENESS

Commissioner Peralion will present a resolution recognizing the awareness of mental health in the month of May.

Board action is requested to approve the resolution.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION
RECOGNIZING THE MONTH OF MAY
AS
MENTAL HEALTH AWARENESS**

WHEREAS, mental health is essential to everyone’s overall health and well-being, and mental illnesses are prevalent in our county, state, and nation, with one in five adults experiencing a mental health issue; and

WHEREAS, stigma and the resulting discrimination is a primary obstacle to early identification and effective treatment of individuals with mental illness and their ability to recover to lead full and productive lives; and

WHEREAS, people with mental illnesses make important contributions to our families and our communities; and

WHEREAS, early identification and care provided can make a difference in the successful treatment and recovery of individuals experiencing mental illness; and

WHEREAS, ending the silence and stigma comes from our community working together to assist those in need suffering from mental illness; and

WHEREAS, through public education and working together to raise awareness we can improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE, BE IT RESOLVED THAT THE WATAUGA COUNTY BOARD OF COMMISSIONERS recognizes the month of May as Mental Health Awareness and for citizens, government agencies, public and private institutions, businesses, and schools in the County of Watauga to increase awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE WATAUGA COUNTY BOARD OF COMMISSIONERS during the month of May will recognize an individual or family from our community that has been impacted personally by mental health issues. This year 2022 the Commissioners honor the Ligon family.

ADOPTED this the 19th day of April, 2022.



John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 5:

PROPOSED UPDATE OF INTERLOCAL AGREEMENT FOR APPALACHIAN REGIONAL LIBRARY

MANAGER’S COMMENTS:

Ms. Jane Blackburn, Director of Libraries, will present an interlocal agreement with the Appalachian Regional Library that was adopted by both Ashe and Wilkes Counties. The current agreement was set to expire in 2022. The only proposed amendment would add language to Section III. Board of Trustees (B) Membership that would require ARL members to be selected from each county’s local library advisory boards. This would ensure the ARL Board members were familiar with their local county library.

Board action is required to approve the interlocal agreement with Appalachian Regional Library as adopted by Ashe and Wilkes Counties.

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA

INTERLOCAL AGREEMENT

FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter “Agreement”) is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the mission of the Appalachian Regional Library (ARL) is to be an integral part of the lives of the people in the three counties by promoting the power of knowledge, the joy of reading, and the spirit of imagination; supporting and encouraging life-long learning; and contributing significantly to the sense of community and the economic well-being of Ashe, Wilkes, and Watauga Counties;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, three governments and their three libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries uniquely are able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual governments and libraries;

NOW, THEREFORE, the parties hereto, having previously entered into an Interlocal Agreement in 1979 for the purposes set forth herein (referred to hereinafter as “the 2012 Interlocal Agreement”), and desiring to renew their commitment for the organization of the Appalachian Regional Library upon the terms set forth below, do hereby agree as follows:

SECTION I. Governments Involved

The local governments constituting the parties to this Agreement, which are hereinafter referred to as the member counties, are:

- A. Ashe County
- B. Watauga County
- C. Wilkes County

SECTION II. Purpose Statement

The purpose of this Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdiction of the member counties in compliance with NCGS §153A-270 and Chapter 160A, Article 20, Part 1.

SECTION III. Board of Trustees

- A. The Appalachian Regional Library Board (ARLB) shall be the governing body of the ARL.

- B. Membership

1. The membership of the ARLB shall consist of twelve (12) members, four (4) each to be appointed by the Boards of County Commissioners of Ashe County, Watauga County, and Wilkes County upon the approval of this Agreement. All members appointed to the ARLB by a Board of County Commissioners under this subsection B shall be appointed from that county's local library board. Should an ARLB member cease to be member of the local library board for any reason, his or her membership on the ARLB shall terminate and the vacancy shall be filled in accordance with the provisions of paragraph 5 below.
2. ~~Following initial a~~Appointments by the Boards of County Commissioners under paragraph 1 above, ~~appointments thereafter~~ shall be in August of each year with an effective date to be the annual meeting of the ARLB in September.
3. ~~In the initial appointments under paragraph 1 above, terms of one (1) to four (4) years will be used to achieve a staggering of terms. Terms will be considered staggered when each year the terms of only three (3) members of the twelve (12) member board expire, one member from each of the member counties. Those members of the ARLB duly appointed under the 2012 Interlocal Agreement and serving as of the effective date of this Agreement shall continue to be eligible to serve the remainder of the term to which they were appointed, it being the intent of this Agreement to retain the same~~

staggered terms as existed under the 2012 Interlocal Agreement. As the term of each member ends, or as vacancies occur under paragraph 5 below, the reappointment of existing members and appointment of new members shall be made in accordance with this Section III.B.

4. ~~Once staggering of terms has been achieved, each member county will appoint members for four (4) year terms.~~The term of an ARLB member appointed or reappointed hereunder shall be four (4) years. Subject to paragraph 5 below, no individual will be appointed to more than two (2) consecutive terms.
5. In case of a vacancy on the ARLB, whether due to death, resignation, failure to qualify under paragraph 1 above, or other cause, the Board of County Commissioners of the member county for which the vacancy occurs shall appoint a new member to serve the remainder of the unexpired term. ARLB members who are appointed to fill unexpired terms are eligible to be appointed for one (1) additional full term; provided, that if the new member is fulfilling an unexpired term for less than 24 months, that member is eligible to serve two (2) consecutive full terms. All ARLB members shall serve until their successors have been appointed.

C. Powers and Duties delegated to the ARLB by the Counties of Ashe, Watauga, and Wilkes

1. The ARLB shall be delegated the power to adopt such bylaws, rules, and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law.
2. The ARLB shall be delegated the power to adopt policies for the regional library system's administration and operation.
3. The ARLB shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director (the ARL Director), and delegate to that person executive powers. The ARL Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate; and
 - b. Be the chief executive and administrative officer of the ARL System and function in accordance with the approved policies and bylaws of the ARLB. In addition to such other provisions as may be approved

by the ARLB with respect to said policies and bylaws, the same shall require that the ARL Director consult with the local library board of each member county for its review and input in the selection and appointment of a county librarian for that county; provided, that such review and input shall be considered by but shall not binding upon the ARL Director.

4. The ARLB shall develop and approve an annual budget which shall:
 4. Be administered under the provisions of NCGS Chapter 159 and be subject to an independent audit in that ARL is a local governmental agency pursuant to NCGS§159-7(10) with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 02I.0202-;
 5. Include the separate budgets of each member county library, with the understanding that funds appropriated by each separate member county will be spent for that county; it will include an agreed upon amount paid by each member county for the materials, salaries, and operating expenses which shall be sent to the ARL Finance Officer in monthly or quarterly payments as negotiated by the ARL Finance Officer and the member county; prior to ARLB approval of the annual budget, the separate budget of each member county shall be submitted to that county's local library board for its review and input, which shall be considered by but shall not binding upon the member county and the ARLB; and
 6. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
5. The ARLB shall be delegated the power to appoint a regional library finance officer (the ARL Finance Officer) who shall:
 - a. Ensure expenditure of funds consistent with the budget adopted by the ARLB;
 - b. Report directly to the ARL Director and the ARLB; and
 - c. Attend and report at all meetings of the ARLB.

6. The ARLB shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility for the receipt of State and Federal funds.
7. The ARLB shall be delegated the power to make recommendations to the member counties concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and maintenance of the physical facilities within each member county shall be the responsibility of that county unless the ARLB negotiates and the member counties approve a collaborative effort.
8. The ARLB shall make regular reports related to services and operations to the governing body of each member county as conveyed by approved reports of the ARL Director.
9. The ARLB shall obtain an annual independent audit of ARL accounts consistent with generally accepted accounting principles, and submit a copy of the audit to the State Library of North Carolina and to the finance officer of each member county.
10. The ARLB, staff, employees, or other agents shall not have the authority to incur any debt, obligation, liability, or other expense, not otherwise provided for in its existing appropriations, which would purport to place any liability for such debt upon the member counties without an express vote of approval from each member county's Boards of Commissioners approving such indebtedness.

SECTION IV. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each member county or member county library shall be and remain the property of that county.
- B. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased jointly by two or more member counties or member county libraries and not otherwise provided for under subsection

- A above shall be and remain the joint property of said counties, or, in the case of real property, shall be owned by said counties as tenants in common. The percentage ownership or interest of each county under this subsection B shall be as they may agree upon at the time of purchase or assumption of ownership.
- C. All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with Regional or State funds and not owned or purchased by one or more of the member counties under subsection A or subsection B above shall be and remain the property of ARL. No real property shall be owned by or titled in the name of ARL, but shall instead be governed by the provisions of either subsection A or subsection B above.

SECTION V. Insurance Coverage and Indemnification

A. Insurance Coverage

1. Each member county shall maintain insurance coverage for the building(s) and grounds and other library facilities located within that county.
2. ARL shall maintain insurance coverage for the contents of the buildings, the ARL Regional Office, and vehicles used to provide service.

B. Indemnification

1. ARL shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Appalachian Regional Library System; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

SECTION VI. Provisions for Amendment and Dispute Resolution

- A. This Agreement may be amended by instrument duly approved and executed by all of the member counties, subject to the requirements of this Section VI.
- B. Recommendations for amendments to this Agreement may be made by the ARLB or by any member county. Such recommendations shall be forwarded to the governing body of each member county in writing with a minimum thirty (30) day period for consideration provided. At any regular meeting of the governing body of each member county after expiration of said thirty(30) day period, the proposed amendments may be voted on by the governing body.
- C. Disagreements related to this Agreement shall be resolved first by a committee of representatives appointed by the governing body of each member county, with the assistance of their respective legal counsel if necessary. Should resolution by this method be unsuccessful, the governing bodies of the member counties may authorize resolution by such means as they may deem appropriate.

SECTION VII. Provisions for Withdrawal and Dissolution

- A. A member county proposing to withdraw from the ARL System shall give written notice on or before July 1 to the ARLB, the other member counties, and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following calendar year.
- B. The withdrawing member county shall establish eligibility for grants to public libraries according to 07 NCAC 02I.0201 on or before the effective date of withdrawal.
- C. Should the withdrawing member county, following its written notice of withdrawal under subsection A above and prior to the effective date thereof, decide to rescind said notice, it shall do so by written notice to the other member counties and the State Library of North Carolina, whereupon it shall remain a part of the ARL System under all of the terms and conditions of this Agreement.
- D. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
- E. Unless the remaining member counties shall agree otherwise as set forth below, upon the withdrawal of only one member county this Agreement shall continue in full force and effect as between the remaining two member counties and said remaining counties shall remain a part of the ARL System.

- F. The ARL System shall be dissolved if at least two of the member counties withdraw in accordance with the procedures stated above, or if all of the member counties then comprising the ARL System should so agree by instrument duly approved and executed by their respective governing boards, or in any event upon expiration of the term of this Agreement as set forth in Section IX below. Any written instrument of dissolution entered into by the member counties may, but shall not be required to, include provisions for the resolution of outstanding debts and distribution of properties and resources, including appointment of a committee to accomplish the same as provided for in subsection H below.
- G. Upon dissolution, the disposition of all buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, and other library assets (collectively referred to for purposes of this subsection G as “property”) shall be governed by the following provisions:
1. Property owned or purchased by or for a member county or member county library pursuant to Section IV. A. above shall remain the property of that county.
 2. Property owned or purchased jointly by two or more member counties or member county libraries pursuant to Section IV. B. above shall be divided among the member counties according to the percentage ownership or interest of each, or, should said member counties so agree, shall remain jointly owned.
 3. Property directly paid for or purchased with Regional or State funds pursuant to Section IV. C. above and falling under the provisions thereof shall be divided equally between the member counties or, if required by law, shall revert to the State or such other entity as said law may require.
- H. The resolution of outstanding debts and the distribution of properties and resources jointly owned may be accomplished by a committee composed of representatives from each governmental unit, the current ARL Director, and a representative from the State Library of North Carolina.
- I. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library.

SECTION VIII. Effective Date

This Agreement, in order to become effective, shall require the approval of the governing bodies of the member counties and shall become effective as of the date on which all of said approvals are complete. Immediately upon this Agreement becoming effective, the 2012 Interlocal Agreement shall terminate and be of no further force or effect; provided, that appointments to the ARLB made pursuant to the 2012 Interlocal Agreement shall remain in effect, as set forth in Section III.B.3. above.

SECTION IX. Term and Termination: Review

- A. This Agreement shall, following the effective date hereof, continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in Section VII above. The member counties may, either by amendment to this Agreement pursuant to Section VI above or by approval of a new interlocal agreement, extend the term hereof for such period as they may mutually agree upon.
- B. Upon the expiration of the term of this Agreement under subsection A above, the member counties shall immediately proceed with dissolution under Section VII and, upon completion of the same, this Agreement shall be considered terminated.
- C. This Agreement may be reviewed at any time by any of the member counties or the ARLB and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

ASHE COUNTY:

Attest:

Ann Clark_____, Clerk to the Board

By: _____
Judy Porter Poe_____, Chair
Ashe County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE
Ashe County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Ashe County for ARL.

By: _____
Sandra Long _____, Finance Director, Ashe County

WATAUGA COUNTY:

Attest:

Anita Fogle _____, Clerk to the Board

By: _____
Nathan A. Miller _____, Chair
Watauga County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE
Watauga County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Watauga County for ARL.

By: _____
Margaret Pierce _____, Finance Director, Watauga County

WILKES COUNTY:

Attest:

~~Judy Snyder~~ Sarah D. Call, Clerk to the Board

By: _____
~~Gary D. Blevins~~ Gideon Keith Elmore, Chair
Wilkes County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE
Wilkes County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Wilkes County for ARL.

By: _____

~~Jerry Shepherd~~ Chris Huffman, Finance Director, Wilkes County

AGENDA ITEM 6:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY
FINANCE OFFICE

814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Budget Amendments
DATE: April 6, 2022

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
104310 451001	Capital outlay - equipment	19,140	
103300 349400	NC Crime Commission grant		19,140

Per Board action February 15, 2022; to record budget amendment for the purchase of radars provided through a grant from the NC Crime Commission.

103300 332006	Senior Health Info Grant		4,007
105550 449901	Senior Health Information Program	4,007	

Per Board action February 15, 2022; to recognize the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds. No County dollars are required as matching funds.

104310 451000	Capital outlay - equipment	9,250	
103839 343100	Donations - Sheriff		9,250

Per Board action 2/15/22; to recognize the donation of a K-9.

105911 471000	Lottery funds		300,000
105911 470001	Carpet and tile	45,000	
105911 470005	Cafeteria equipment	55,000	
105911 470037	Gym floors	20,000	
105911 470070	Retaining wall - Bethel	50,000	
105911 470071	Boiler system - Hardin Park	10,000	
105911 470019	Classroom doors	20,000	
105911 470043	Renovation/replace roofs	100,000	

Per Board action taken 2/15/22; to recognize lottery funds requested and approved.

105911 470041	Pavement repair/resurface	160,000	
105911 470034	Security cameras	50,000	

105911	470029	Mobile unit	150,000	
105911	470036	HVAC/sewer pumps	25,000	
105911	470069	1:1 devices	300,000	
103980	398121	Transfer from Capital Projects Fund		685,000
213991	399101	Fund Balance Appropriation		685,000
219800	498010	Transfer to General Fund	685,000	

Per Board action taken 2/15/22; to transfer funds for capital needs from the Capital Reserve for the School System.

104920	463000	General appropriation	10,000	
213991	399101	Fund Balance Appropriation		10,000
219800	498010	Transfer to General Fund	10,000	
103980	398121	Transfer from Capital Projects Fund		10,000

Per Board action taken 3/1/22; to transfer funds from Capital Reserve for EDC funding for the Boomerang Music and Arts Festival.

145310	442201	PC software and licenses	3,723	
		Admin cost reimbursement - State and		
143531	323000	Federal		18,723
145310	469101	Professional services - legal	30,000	
143991	399102	Fund balance		15,000

To recognize legal fees and PC licenses for DSS above budget. The County will be reimbursed 100% of PC licenses and 50% for legal fees.

145410	449031	CARES LIEAP CIP	317,623	
		Admin cost reimbursement - State and		
143531	323000	Federal		317,623

NC Dept. of Health and Human Services allocated additional funds to assist with LIEAP under the American Rescue Plan Act

145410	449300	APS essential services	3,518	
		Admin cost reimbursement - State and		
143531	323000	Federal		3,518

NC Dept. of Health and Human Services allocated funds to assist with Adult Protective Services

104920	463000	General appropriation	22,000	
213991	399101	Fund Balance Appropriation		22,000
219800	498010	Transfer to General Fund	22,000	
103980	398121	Transfer from Capital Projects Fund		22,000

Per Board action taken 3/15/22; to transfer funds from Capital Reserve for EDC funding for the Spotlight Gold campaign and video production

103835	341351	Town of Beech Mountain ambulance crew		71,471
104199	499100	Contingency		11,529
104370	469501	Contracted services - Watauga Medics	83,000	

Per Board action taken March 15, 2022 approving a 24/7 ambulance to be stationed in Beech Mountain.

105890	469857	Blue Ridge RC&D - Todd Island Park	15,000	
104199	499100	Contingency		15,000

Per Board action taken November 17, 2020; to allocate funds to the Todd Island Park project with the caveat Ashe County matched the \$15,000, which was approved.

105890	469858	Habitat for Humanity	20,000	
104199	499100	Contingency		20,000

Per Board action taken March 1, 2022; to allocate funds to Habitat for Humanity for construction of a new road.

667420	457000	Capital outlay - land	125,000	
663991	399100	Retained earnings		125,000

Per Board action taken February 15, 2022; to purchase property where the current Hwy 421 Container Site is located

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

Monthly Collections Report

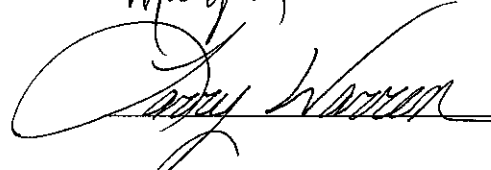
Watauga County

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

Monthly Report March 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County				
Taxes 2021	683,540.46	36,229,401.64	97.84%	97.75%
Prior Year Taxes	27,408.39	304,912.37		
Solid Waste User Fees	55,043.89	2,575,442.11	96.69%	96.57%
Green Box Fees	130.86	410.11	NA	NA
Total County Funds	\$766,123.60	\$39,110,166.23		
Fire Districts				
Foscoe Fire	11,698.40	469,043.92	98.51%	98.00%
Boone Fire	17,042.44	892,269.35	98.15%	97.67%
Fall Creek Service Dist.	158.08	9,365.31	97.78%	96.76%
Beaver Dam Fire	2,430.45	98,677.20	93.71%	96.04%
Stewart Simmons Fire	4,640.43	253,712.39	96.07%	96.45%
Zionville Fire	2,815.21	112,107.06	96.04%	96.02%
Cove Creek Fire	4,788.50	237,884.48	96.78%	96.58%
Shawneehaw Fire	4,036.52	104,666.45	97.77%	97.14%
Meat Camp Fire	4,244.94	206,378.52	95.77%	96.64%
Deep Gap Fire	3,028.11	183,354.40	96.42%	96.42%
Todd Fire	532.86	61,578.16	97.54%	98.41%
Blowing Rock Fire	10,592.45	495,610.18	98.05%	98.49%
M.C. Creston Fire	207.02	5,423.35	88.22%	88.08%
Foscoe Service District	1,185.53	74,233.62	98.20%	97.30%
Beech Mtn. Service Dist.	13.98	1,659.31	99.93%	99.14%
Cove Creek Service Dist.	0.00	324.15	100.00%	100.00%
Shawneehaw Service Dist	93.74	6,326.24	97.00%	92.47%
	\$67,350.58	\$3,203,248.78		
Towns				
Boone	69,571.85	6,657,001.34	98.86%	98.70%
Municipal Services	4,242.38	206,808.35	98.85%	97.05%
Boone MV Fee	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA
Total Town Taxes	\$73,814.23	\$6,863,809.69		
Total Amount Collected	\$907,288.41	\$49,177,224.70		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 7:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

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Larry.Warren

WATAUGA COUNTY
RELEASES - 03/01/2022 TO 03/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1791718 ARROYO, VERONICA 168 MONT EAGLE DRIVE BOONE, NC 28607	PP 2019	1352	03/31/2022			0	F02	3.00
	2929			F02			G01	20.15
	TAX RELEASES				8045		SWF	80.00
	DOESNT OWN-CORRECTED OWNERSHIP						F02L	.30
							G01L	2.02
								105.47
1791718 ARROYO, VERONICA 168 MONT EAGLE DRIVE BOONE, NC 28607	PP 2020	1429	03/31/2022			0	F02	3.00
	2929			F02			G01	20.15
	TAX RELEASES				8046		SWF	80.00
	DOESNT OWN-UPDATED OWNERSHIP						F02L	.30
							G01L	2.02
								105.47
1791718 ARROYO, VERONICA 168 MONT EAGLE DRIVE BOONE, NC 28607	PP 2021	1027	03/31/2022			0	F02	2.91
	2929			F02			G01	19.55
	TAX RELEASES				8047		SWF	80.00
	DOESNT OWN-UPDATED OWNERSHIP						F02L	.29
							G01L	1.96
								104.71
1504049 BOLICK, BENJAMIN FRANKLIN III BOLICK, MICHELLE W 180 RIDGE POINT DR BOONE, NC 28607	RE 2017	43703	03/31/2022			0	F02	11.94
	2921-56-2766-000			F02			G01	70.25
	REFUND RELEASE				8031			
	NOT THE CORRECT OWNER							82.19
	RELEASE AND REBILL							
1504049 BOLICK, BENJAMIN FRANKLIN III BOLICK, MICHELLE W 180 RIDGE POINT DR BOONE, NC 28607	RE 2018	43914	03/31/2022			0	F02	11.94
	2921-56-2766-000			F02			G01	70.25
	TAX RELEASES				8032			
	NOT THE CORRECT OWNER							82.19
	RELEASE AND REBILL							
1504049 BOLICK, BENJAMIN FRANKLIN III BOLICK, MICHELLE W 180 RIDGE POINT DR BOONE, NC 28607	RE 2019	44432	03/31/2022			0	F02	11.94
	2921-56-2766-000			F02			G01	80.20
	TAX RELEASES				8033			
	NOT THE CORRECT OWNER							92.14
	RELEASE AND REBILL							
1504049 BOLICK, BENJAMIN FRANKLIN III BOLICK, MICHELLE W 180 RIDGE POINT DR BOONE, NC 28607	RE 2020	18355	03/31/2022			0	F02	11.94
	2921-56-2766-000			F02			G01	80.20
	TAX RELEASES				8034			
	NOT THE CORRECT OWNER							92.14
	RELEASE AND REBILL							

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RELEASES - 03/01/2022 TO 03/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1504049 BOLICK, BENJAMIN FRANKLIN III BOLICK, MICHELLE W 180 RIDGE POINT DR BOONE, NC 28607	RE 2021	44128	03/31/2022			0 F02	11.94
	2921-56-2766-000			F02		G01	80.20
	TAX RELEASES NOT THE CORRECT OWNER RELEASE AND REBILL				8035		92.14
1501750 BOLICK, FRANK AND MICHELLE 193 LANDFILL RD BOONE, NC 28607-7997	RE 2017	43702	03/31/2022			0 F02	9.12
	2921-56-1606-000			F02		G01	53.66
	REFUND RELEASE NOT THE CORRECT OWNER RELEASE AND REBILL				8036		62.78
1501750 BOLICK, FRANK AND MICHELLE 193 LANDFILL RD BOONE, NC 28607-7997	RE 2018	43913	03/31/2022			0 F02	9.12
	2921-56-1606-000			F02		G01	53.66
	TAX RELEASES NOT THE CORRECT OWNER RELEASE AND REBILL				8037		62.78
1501750 BOLICK, FRANK AND MICHELLE 193 LANDFILL RD BOONE, NC 28607-7997	RE 2019	44431	03/31/2022			0 F02	9.12
	2921-56-1606-000			F02		G01	61.26
	TAX RELEASES NOT THE CORRECT OWNER RELEASE AND REBILL				8038		70.38
1501750 BOLICK, FRANK AND MICHELLE 193 LANDFILL RD BOONE, NC 28607-7997	RE 2020	18357	03/31/2022			0 F02	9.12
	2921-56-1606-000			F02		G01	61.26
	TAX RELEASES NOT THE CORRECT OWNER RELEASE AND REBILL				8039		70.38
1501750 BOLICK, FRANK AND MICHELLE 193 LANDFILL RD BOONE, NC 28607-7997	RE 2021	44127	03/31/2022			0 F02	9.12
	2921-56-1606-000			F02		G01	61.26
	TAX RELEASES NOT THE CORRECT OWNER RELEASE AND REBILL				8040		70.38
1541857 BUSINESS SERVICES OF BOONE INC 897 BLOWING ROCK ROAD BOONE, NC 286074865	PP 2019	2798	03/31/2022			0 G01	.56
	541857999			C02		C02	.57
	REFUND RELEASE				8056	G01L	.06
	out of business					C02L	.06
							1.25

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1541857 BUSINESS SERVICES OF BOONE INC 897 BLOWING ROCK ROAD BOONE, NC 286074865	PP 2020 541857999 TAX RELEASES out of business	159	03/31/2022	C02	8057	0 G01 C02 G01L C02L	2.30 2.34 .23 .23 <hr/> 5.10
1541857 BUSINESS SERVICES OF BOONE INC 897 BLOWING ROCK ROAD BOONE, NC 286074865	PP 2021 541857999 TAX RELEASES	2642	03/31/2022	C02	8058	0 G01 C02	2.34 2.55 <hr/> 4.89
1599644 CONLAN APPRAISAL COMPANY, INC PO BOX 188 BLOWING ROCK, NC 28605	PP 2021 599644999 TAX RELEASES OUT OF BUSINESS	3124	03/31/2022	F01	8080	0 G01 F01 G01L F01L	14.67 1.82 1.47 .18 <hr/> 18.14
1815496 CORNERSTONE SUMMIT, INC 1100 E KING ST BOONE, NC 28607	RE 2021 2910-59-9050-000 TAX RELEASES CORNERSTONE CHURCH PURCHASED THE PROPERTY AUG 2020 AND IS EXEMPT	39924	03/31/2022	C02	8094	0 C02 G01	933.68 855.17 <hr/> 1,788.85
1815496 CORNERSTONE SUMMIT, INC 1100 E KING ST BOONE, NC 28607	RE 2021 2910-68-0958-000 TAX RELEASES CORNERSTONE CHURCH PURCHASED PROPERTY AUGUST 2020 AND IS EXEMPT	40048	03/31/2022	C02	8095	0 C02 G01 SWF	2,880.68 2,638.44 240.00 <hr/> 5,759.12
1815496 CORNERSTONE SUMMIT, INC 1100 E KING ST BOONE, NC 28607	RE 2021 2910-68-1984-000 TAX RELEASES CORNERSTONE CHURCH PURCHASED PROPERTY AUG 2020 AND IS EXEMPT	40051	03/31/2022	C02	8096	0 C02 G01	660.00 604.50 <hr/> 1,264.50
1764332 DDM UNLIMITED LLC 106 BROAD ST APT 151 ELIZABETHTON, TN 37643	RE 2021 2910-29-3550-000 TAX RELEASES PROPERTY LINE CORRECTION PER PLAT	39036	03/31/2022	C02	8081	0 C02 G01	49.72 45.54 <hr/> 95.26
1763718 FLORES, ARNOLDO MIRANDA VALENTINA, ADRIANA LIZETTEE CASTRO 242 N HAMPTON RD BOONE, NC 28607	RE 2020 2951-53-0444-000 TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED	41318	03/16/2022	F10	8053	0 F10 G01 SWF	30.75 247.85 80.00 <hr/> 358.60

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1763718 FLORES, ARNOLDO MIRANDA VALENTINA, ADRIANA LIZETTEE CASTRO 242 N HAMPTON RD BOONE, NC 28607	RE 2020	41319	03/16/2022			0 F10	4.40
	2951-53-0582-000			F10		G01	35.46
	TAX RELEASES				8054		
							39.86
1736866 GAMBILL OIL, LLC PO BOX 608 N WILKESBORO, NC 28659	PP 2017	394	03/31/2022			0 C02	71.96
	904			C02		G01	61.95
	TAX RELEASES				8063		
							133.91
1736866 GAMBILL OIL, LLC PO BOX 608 N WILKESBORO, NC 28659	PP 2018	364	03/31/2022			0 C02	119.93
	904			C02		G01	103.25
	TAX RELEASES				8064	C02L	11.99
						G01L	10.33
							245.50
1736866 GAMBILL OIL, LLC PO BOX 608 N WILKESBORO, NC 28659	PP 2019	316	03/31/2022			0 C02	119.93
	904			C02		G01	117.88
	TAX RELEASES				8065	C02L	11.99
						G01L	11.79
							261.59
1736866 GAMBILL OIL, LLC PO BOX 608 N WILKESBORO, NC 28659	PP 2020	335	03/31/2022			0 C02	119.93
	904			C02		G01	117.88
	TAX RELEASES				8066	C02L	11.99
						G01L	11.79
							261.59
1736866 GAMBILL OIL, LLC PO BOX 608 N WILKESBORO, NC 28659	PP 2021	259	03/31/2022			0 C02	128.70
	904			C02		G01	117.88
	TAX RELEASES				8067	C02L	12.87
						G01L	11.79
							271.24
1786335 GILBERT, SARAH 4199 SMOKEY CREEK ROAD LENOIR, NC 28645	PP 2021	957	03/31/2022			0 F02	6.77
	2826			F02		G01	45.50
	TAX RELEASES				8048	SWF	80.00
						F02L	.68
						G01L	4.55
							137.50

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1064344 GREER, DELLA JUNE 569 RAINBOW TRL BOONE, NC 28607-6962	RE 2021 2911-XX-0100-000 TAX RELEASES PARCEL DOES NOT EXIST	41614	03/31/2022	F02	8022	0 F02 G01	1.50 10.08 <hr/> 11.58
1651106 GYMBOREE RETAIL STORES INC GYMBOREE OUTLET 5156 PO BOX 192976 SAN FRANCISCO, CA 94119	PP 2021 651106999 REFUND RELEASE moved out of watauga county	3583	03/31/2022	C03	8049	0 G01 G01L	66.33 6.63 <hr/> 72.96
1794566 HUNT, PETE HUNT, ANNE 1812 TOPSAIL LANE NORTH MYRTLE BEACH, SC 29582-6823	PP 2021 3071 TAX RELEASES SOLD CAMPER IN 2020	1129	03/31/2022	F12	8027	0 F12 G01 SWF F12L G01L	7.06 56.86 80.00 .71 5.69 <hr/> 150.32
1368372 J AND M AUTO SALES WRECKER SER PO BOX 83 DEEP GAP, NC 286180083	PP 2018 368372999 TAX RELEASES OUT OF BUSINESS	1951	03/31/2022	F10	8023	0 G01 F10 G01L F10L	9.11 1.29 .91 .13 <hr/> 11.44
1368372 J AND M AUTO SALES WRECKER SER PO BOX 83 DEEP GAP, NC 286180083	PP 2019 368372999 TAX RELEASES OUT OF BUSINESS	2204	03/31/2022	F10	8024	0 G01 F10 G01L F10L	10.28 1.28 1.03 .13 <hr/> 12.72
1368372 J AND M AUTO SALES WRECKER SER PO BOX 83 DEEP GAP, NC 286180083	PP 2020 368372999 TAX RELEASES OUT OF BUSINESS	3236	03/31/2022	F10	8025	0 G01 F10 G01L F10L	10.40 1.29 1.04 .13 <hr/> 12.86
1368372 J AND M AUTO SALES WRECKER SER PO BOX 83 DEEP GAP, NC 286180083	PP 2021 368372999 TAX RELEASES OUT OF BUSINESS	2097	03/31/2022	F10	8026	0 G01 F10 G01L F10L	10.40 1.29 1.04 .13 <hr/> 12.86

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1761818 KINDLY KITCHEN LLC 659 W KING ST STE 2 BOONE, NC 28607	PP 2020	471	03/31/2022			0 C02	117.14
	1789			C02		G01	115.14
	TAX RELEASES				8029	MS1	60.00
	out of business					C02L	11.71
						G01L	11.51
						MS1L	6.00
							321.50
1761818 KINDLY KITCHEN LLC 659 W KING ST STE 2 BOONE, NC 28607	PP 2021	627	03/31/2022			0 C02	115.06
	1789			C02		G01	105.38
	TAX RELEASES				8030	MS1	54.92
	out of business					C02L	11.51
						G01L	10.54
						MS1L	5.49
							302.90
1553821 LIN TEC ENTERPRISE 180 GREEN VIEW CT DEEP GAP, NC 28618	PP 2019	2933	03/31/2022			0 G01	8.30
	553821999			F10		F10	1.03
	TAX RELEASES				8059	G01L	.83
	OUT OF BUSINESS					F10L	.10
							10.26
1553821 LIN TEC ENTERPRISE 180 GREEN VIEW CT DEEP GAP, NC 28618	PP 2020	3253	03/31/2022			0 G01	8.30
	553821999			F10		F10	1.03
	TAX RELEASES				8060	G01L	.83
	OUT OF BUSINESS					F10L	.10
							10.26
1553821 LIN TEC ENTERPRISE 180 GREEN VIEW CT DEEP GAP, NC 28618	PP 2021	2763	03/31/2022			0 G01	8.30
	553821999			F10		F10	1.03
	TAX RELEASES				8061	G01L	.83
	OUT OF BUSINESS					F10L	.10
							10.26
1818839 LOPEZ, PATRICIA 258 MARTIN LANE BOONE, NC 28607	PP 2021	1397	03/31/2022			0 F02	3.00
	3702			F02		G01	20.15
	TAX RELEASES				8055	SWF	80.00
	listed under account 1641928					F02L	.30
						G01L	2.02
							105.47

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WATAUGA COUNTY
RELEASES - 03/01/2022 TO 03/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1751122 LUNA, TIFFANY C/O NICHOLAS WAYNE LUNA 284 TRIPLE T DRIVE BOONE, NC 28607	PP 2020	2952	03/31/2022			0	F09	2.98
	1324			F09			G01	23.98
	TAX RELEASES				8097		SWF	80.00
	sold in 2020 to cathy miller						F09L	.30
							G01L	2.40
								109.66
1751122 LUNA, TIFFANY C/O NICHOLAS WAYNE LUNA 284 TRIPLE T DRIVE BOONE, NC 28607	PP 2021	434	03/31/2022			0	F09	2.89
	1324			F09			G01	23.25
	TAX RELEASES				8098		SWF	80.00
	sold in 2019						F09L	.29
							G01L	2.33
								108.76
1730673 MILLER, DENNIS 110 MILLER DR BOONE, NC 28607	PP 2015	789	03/31/2022			0	F09	4.25
	1325			F09			G01	26.61
	TAX RELEASES				8089		SWF	80.00
	BILLED UNDER ACCOUNT 1562692						F09L	.43
							G01L	2.66
								113.95
1730673 MILLER, DENNIS 110 MILLER DR BOONE, NC 28607	PP 2016	711	03/31/2022			0	F09	4.25
	1325			F09			G01	26.61
	TAX RELEASES				8090		SWF	80.00
	BILLED UNDER ACCOUNT 1562692						F09L	.43
							G01L	2.66
								113.95
1562692 MILLER, VERLEE 175 MILLER DR BOONE, NC 28607	PP 2017	1939	03/31/2022			0	F09	.63
	331971600			F09			G01	4.45
	TAX RELEASES				8082		SWF	80.00
	MH REPLACED AS OF 2017 AND LISTED IN 1767609, ANGEL MILLER						F09L	.06
							G01L	.45
								85.59
1562692 MILLER, VERLEE 175 MILLER DR BOONE, NC 28607	PP 2018	1866	03/31/2022			0	F09	.61
	331971600			F09			G01	4.31
	TAX RELEASES				8087		SWF	80.00
	MH REPLACED AS OF 2017 AND BILLED TO ANGEL MILLER						F09L	.06
							G01L	.43
								85.41

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1562692 MILLER, VERLEE 175 MILLER DR BOONE, NC 28607	PP 2019 331971600 TAX RELEASES MH REPLACED AS OF 2017 AND BILLED TO ANGEL MILLER	2122	03/31/2022	F09	8084	0 F09 G01 SWF F09L G01L	.59 4.76 80.00 .06 .48 <hr/> 85.89
1562692 MILLER, VERLEE 175 MILLER DR BOONE, NC 28607	PP 2020 331971600 TAX RELEASES MH REPLACED AS OF 2017 AND BILLED TO ANGEL MILLER	2978	03/31/2022	F09	8085	0 F09 G01 SWF F09L G01L	.58 4.63 80.00 .06 .46 <hr/> 85.73
1562692 MILLER, VERLEE 175 MILLER DR BOONE, NC 28607	PP 2021 331971600 TAX RELEASES MH REPLACED AS OF 2017 AND BILLED TO ANGEL MILLER	2023	03/31/2022	F09	8086	0 F09 G01 SWF F09L G01L	.56 4.51 80.00 .06 .45 <hr/> 85.58
1747832 MODULAR SPACE CORPORATION 12603 COLLECTIONS CENTER DR CHICAGO, IL 60693-0126	RE 2021 2921-81-4836-001 TAX RELEASES MOBILE CLASSROOM UNITS FOR 2 RIVERS SCH EXEMPT PER 105-275 (46)	44337	03/29/2022	F02	8093	0 F02 G01	51.36 344.97 <hr/> 396.33
1747832 MODULAR SPACE CORPORATION 12603 COLLECTIONS CENTER DR CHICAGO, IL 60693-0126	RE 2021 2921-81-8651-001 TAX RELEASES MOBILE CLASSROOM UNITS FOR 2 RIVERS SCH EXEMPT PER 105-275 (46)	44344	03/29/2022	F02	8092	0 F02 G01	74.52 500.53 <hr/> 575.05
1815274 RATCHFORD, KAREN YATES C/O HARRY BAXTER YATES 134 JAKE STORIE ROAD BOONE, NC 28607	RE 2021 1981-93-0143-000 TAX RELEASES ROLLBACK BILL THAT SHOULD NOT HAVE BEEN CREATED	1000194	03/31/2022	F07	8041	0 F07 G01	305.05 2,458.70 <hr/> 2,763.75
1815274 RATCHFORD, KAREN YATES C/O HARRY BAXTER YATES 134 JAKE STORIE ROAD BOONE, NC 28607	RE 2021 1981-93-0143-000 TAX RELEASES ROLLBACK BILL THAT SHOULD NOT HAVE BEEN CREATED	1000195	03/31/2022	F07	8042	0 F07 G01	301.40 2,429.28 <hr/> 2,730.68

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1587014 RUBIO, BENJAMIN VAZQUEZ 229 VANNOY LANE BOONE, NC 28607	PP 2018	2978	03/31/2022			0 SWF	-160.00
	587014999			F02		G01	-51.40
	TAX RELEASES				8088	F02	-8.74
	MH REPLACED AS OF 2017 AND BILLED					G01L	-5.14
	Reversal of release		8083			F02L	-.87
							-226.15
1587014 RUBIO, BENJAMIN VAZQUEZ 229 VANNOY LANE BOONE, NC 28607	PP 2018	2978	03/31/2022			0 SWF	160.00
	587014999			F02		G01	51.40
	TAX RELEASES				8083	F02	8.74
	MH REPLACED AS OF 2017 AND BILLED					G01L	5.14
	TO ANGEL MILLER					F02L	.87
							226.15
1556900 SALLY ATKINS LIVING TRUST 11 STREET ALBANS CT ASHEVILLE, NC 28803	RE 2021	45489	03/31/2022			0 F02	.36
	2930-07-6438-000			F02		G01	2.42
	TAX RELEASES				8028		
	PARCEL NO LONGER EXISTS AND TRUST NO LONGER EXISTS						2.78
1818833 STAFFORD HEIRS, CLAUDIA 229 Bluebird Lane Boone, NC 28607	PP 2021	1392	03/31/2022			0 F02	3.00
	3696			F02		G01	20.15
	TAX RELEASES				8091	SWF	80.00
	LISTED UNDER 1816642					F02L	.30
						G01L	2.02
							105.47
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2016	2514	03/31/2022			0 G01	3.26
	538209999			F01		F01	.52
	TAX RELEASES				8069		
	OUT OF BUSINESS						3.78
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2017	2628	03/31/2022			0 G01	5.47
	538209999			F01		F01	.78
	TAX RELEASES				8070		
	OUT OF BUSINESS						6.25
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2018	2527	03/31/2022			0 G01	9.11
	538209999			F01		F01	1.29
	TAX RELEASES				8071		
	OUT OF BUSINESS						10.40

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2019	2751	03/31/2022			0	G01	10.40
	538209999			F01			F01	1.29
	TAX RELEASES OUT OF BUSINESS				8072			11.69
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2020	1373	03/31/2022			0	G01	10.40
	538209999			F01			F01	1.29
	TAX RELEASES OUT OF BUSINESS				8073		G01L F01L	1.04 .13
								12.86
1538209 SWEDISH WERKE PO BOX 1069 BOONE, NC 28607	PP 2021	2599	03/31/2022			0	G01	10.40
	538209999			F01			F01	1.29
	TAX RELEASES OUT OF BUSINESS				8074		G01L F01L	1.04 .13
								12.86
1748827 THE NEW PUBLIC HOUSE INC PO BOX 1419 BLOWING ROCK, NC 28605	PP 2021	380	03/31/2022			0	G01	260.10
	1205			C03			G01L	26.01
	TAX RELEASES OUT OF BUSINESS				8052			286.11
1582794 TOWNSEND, MILEY P O BOX 774 BANNER ELK, NC 28604	RE 2021	428	03/31/2022			0	SWF	80.00
	1869-51-3510-001			F08				
	TAX RELEASES OWNER DOESNT LIVE IN MH-NOT LIVEABLE-NO SWF BEING USED AT ADDRESS				8062			
1593325 WENTA, ROBERT G WENTA, ROSE TENA 1297 HIGHLAND HALL RD BOONE, NC 28607-6791	RE 2017	35606	03/31/2022			3,000	F02	1.80
	2901-21-2765-000			F02			G01	10.59
	REFUND RELEASE MS1 CHARGE RELEASED BECAUSE PROPERTY IS ON TOWN SEWER				8079			12.39
1593325 WENTA, ROBERT G WENTA, ROSE TENA 1297 HIGHLAND HALL RD BOONE, NC 28607-6791	RE 2018	35781	03/31/2022			3,000	F02	1.80
	2901-21-2765-000			F02			G01	10.59
	REFUND RELEASE MS1 CHARGE RELEASED BECAUSE PROPERTY IS ON TOWN SEWER				8078			12.39
1593325 WENTA, ROBERT G WENTA, ROSE TENA 1297 HIGHLAND HALL RD BOONE, NC 28607-6791	RE 2019	36184	03/31/2022			3,000	F02	1.80
	2901-21-2765-000			F02			G01	12.09
	REFUND RELEASE MS1 CHARGE RELEASED BECAUSE PROPERTY IS ON TOWN SEWER				8077			13.89

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1593325 WENTA, ROBERT G WENTA, ROSE TENA 1297 HIGHLAND HALL RD BOONE, NC 28607-6791	RE 2020	25714	03/31/2022			3,000	F02	1.80
	2901-21-2765-000			F02			G01	12.09
	REFUND RELEASE				8076			
	MS1 CHARGE RELEASED BECAUSE PROPERTY IS ON TOWN SEWER							13.89
1593325 WENTA, ROBERT G WENTA, ROSE TENA 1297 HIGHLAND HALL RD BOONE, NC 28607-6791	RE 2021	35950	03/31/2022			3,000	F02	1.80
	2901-21-2765-000			F02			G01	12.09
	REFUND RELEASE				8075			
	MS1 CHARGE RELEASED BECAUSE THE PROPERTY IS ON TOWN SEWER							13.89
1549047 WHISPERING WATERS ANIMAL CLINIC 1355 N PINE RUN RD BOONE, NC 28607	PP 2020	3638	03/31/2022			0	G01	67.06
	549047999			F12			F12	8.32
	TAX RELEASES				8050		G01L	6.71
	out of business						F12L	.83
								82.92
1549047 WHISPERING WATERS ANIMAL CLINIC 1355 N PINE RUN RD BOONE, NC 28607	PP 2021	2726	03/31/2022			0	G01	60.25
	549047999			F12			F12	7.48
	TAX RELEASES				8051			
	out of business							67.73
1184324 YATES, BENNIE 527 OAK ST BOONE, NC 28607-5809	RE 2021	1000197	03/31/2022			0	F07	301.40
	1981-93-0143-000			F07			G01	2,127.88
	TAX RELEASES				8043			
	ROLLBACK BILL THAT SHOULD NOT HAVE BEEN CREATED							2,429.28
1809875 YATES, BENNIE ET AL C/O YATES, HARRY BAXTER 527 OAK ST BOONE, NC 28607-5809	RE 2021	1000196	03/31/2022			0	F07	301.40
	1981-93-0143-000			F07			G01	2,429.28
	TAX RELEASES				8044			
	ROLLBACK BILL THAT SHOULD NOT HAVE BEEN RELEASED							2,730.68
DETAIL SUMMARY		COUNT: 76		RELEASES - TOTAL		15,000		26,035.03

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2015	PP	F09	MEAT CAMP FIRE PP	4.25
2015	PP	F09L	MEAT CAMP FIRE LATE LIST	.43
2015	PP	G01	WATAUGA COUNTY PP	26.61
2015	PP	G01L	WATAUGA COUNTY LATE LIST	2.66
2015	PP	SWF	SANITATION USER FEE	80.00
2015 TOTAL			113.95	
2016	PP	F01	FOSCOE FIRE PP	.52
2016	PP	F09	MEAT CAMP FIRE PP	4.25
2016	PP	F09L	MEAT CAMP FIRE LATE LIST	.43
2016	PP	G01	WATAUGA COUNTY PP	29.87
2016	PP	G01L	WATAUGA COUNTY LATE LIST	2.66
2016	PP	SWF	SANITATION USER FEE	80.00
2016 TOTAL			117.73	
2017	RE	F02	BOONE FIRE RE	22.86
2017	RE	G01	WATAUGA COUNTY RE	134.50
2017	PP	C02	BOONE PP	71.96
2017	PP	F01	FOSCOE FIRE PP	.78
2017	PP	F09	MEAT CAMP FIRE PP	.63
2017	PP	F09L	MEAT CAMP FIRE LATE LIST	.06
2017	PP	G01	WATAUGA COUNTY PP	71.87
2017	PP	G01L	WATAUGA COUNTY LATE LIST	.45
2017	PP	SWF	SANITATION USER FEE	80.00
2017 TOTAL			383.11	
2018	RE	F02	BOONE FIRE RE	22.86
2018	RE	G01	WATAUGA COUNTY RE	134.50
2018	PP	C02	BOONE PP	119.93
2018	PP	C02L	BOONE LATE LIST	11.99
2018	PP	F01	FOSCOE FIRE PP	1.29
2018	PP	F02	BOONE FIRE PP	.00
2018	PP	F02L	BOONE FIRE LATE LIST	.00
2018	PP	F09	MEAT CAMP FIRE PP	.61
2018	PP	F09L	MEAT CAMP FIRE LATE LIST	.06
2018	PP	F10	DEEP GAP FIRE PP	1.29
2018	PP	F10L	DEEP GAP FIRE LATE LIST	.13
2018	PP	G01	WATAUGA COUNTY PP	125.78
2018	PP	G01L	WATAUGA COUNTY LATE LIST	11.67
2018	PP	SWF	SANITATION USER FEE	80.00
2018 TOTAL			510.11	
2019	RE	F02	BOONE FIRE RE	22.86
2019	RE	G01	WATAUGA COUNTY RE	153.55
2019	PP	C02	BOONE PP	120.50
2019	PP	C02L	BOONE LATE LIST	12.05
2019	PP	F01	FOSCOE FIRE PP	1.29
2019	PP	F02	BOONE FIRE PP	3.00
2019	PP	F02L	BOONE FIRE LATE LIST	.30
2019	PP	F09	MEAT CAMP FIRE PP	.59
2019	PP	F09L	MEAT CAMP FIRE LATE LIST	.06
2019	PP	F10	DEEP GAP FIRE PP	2.31

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2019	PP	F10L DEEP GAP FIRE LATE LIST	.23
2019	PP	G01 WATAUGA COUNTY PP	172.33
2019	PP	G01L WATAUGA COUNTY LATE LIST	16.21
2019	PP	SWF SANITATION USER FEE	160.00
2019 TOTAL			665.28
2020	RE	F02 BOONE FIRE RE	22.86
2020	RE	F10 DEEP GAP FIRE RE	35.15
2020	RE	G01 WATAUGA COUNTY RE	436.86
2020	RE	SWF SANITATION USER FEE	80.00
2020	PP	C02 BOONE PP	239.41
2020	PP	C02L BOONE LATE LIST	23.93
2020	PP	F01 FOSCOE FIRE PP	1.29
2020	PP	F01L FOSCOE FIRE LATE LIST	.13
2020	PP	F02 BOONE FIRE PP	3.00
2020	PP	F02L BOONE FIRE LATE LIST	.30
2020	PP	F09 MEAT CAMP FIRE PP	3.56
2020	PP	F09L MEAT CAMP FIRE LATE LIST	.36
2020	PP	F10 DEEP GAP FIRE PP	2.32
2020	PP	F10L DEEP GAP FIRE LATE LIST	.23
2020	PP	F12 BLOWING ROCK FIRE PP	8.32
2020	PP	F12L BLOWING ROCK FIRE LATE LIST	.83
2020	PP	G01 WATAUGA COUNTY PP	380.24
2020	PP	G01L WATAUGA COUNTY LATE LIST	38.03
2020	PP	MS1 BOONE MUNICIPAL SERV DIST PP	60.00
2020	PP	MS1L BOONE MUNICIPAL SERV DIST LATE	6.00
2020	PP	SWF SANITATION USER FEE	240.00
2020 TOTAL			1,582.82
2021	RE	C02 BOONE RE	4,524.08
2021	RE	F02 BOONE FIRE RE	150.60
2021	RE	F07 COVE CREEK FIRE RE	1,209.25
2021	RE	G01 WATAUGA COUNTY RE	14,600.34
2021	RE	SWF SANITATION USER FEE	320.00
2021	PP	C02 BOONE PP	246.31
2021	PP	C02L BOONE LATE LIST	24.38
2021	PP	F01 FOSCOE FIRE PP	3.11
2021	PP	F01L FOSCOE FIRE LATE LIST	.31
2021	PP	F02 BOONE FIRE PP	15.68
2021	PP	F02L BOONE FIRE LATE LIST	1.57
2021	PP	F09 MEAT CAMP FIRE PP	3.45
2021	PP	F09L MEAT CAMP FIRE LATE LIST	.35
2021	PP	F10 DEEP GAP FIRE PP	2.32
2021	PP	F10L DEEP GAP FIRE LATE LIST	.23
2021	PP	F12 BLOWING ROCK FIRE PP	14.54
2021	PP	F12L BLOWING ROCK FIRE LATE LIST	.71
2021	PP	G01 WATAUGA COUNTY PP	846.02
2021	PP	G01L WATAUGA COUNTY LATE LIST	78.37
2021	PP	MS1 BOONE MUNICIPAL SERV DIST PP	54.92
2021	PP	MS1L BOONE MUNICIPAL SERV DIST LATE	5.49
2021	PP	SWF SANITATION USER FEE	560.00
2021 TOTAL			22,662.03

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE	AMOUNT
SUMMARY TOTAL	26,035.03

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2017	C02	BOONE PP	71.96
C02	2017	G01	WATAUGA COUNTY PP	61.95
C02	2018	C02	BOONE PP	119.93
C02	2018	C02L	BOONE LATE LIST	11.99
C02	2018	G01	WATAUGA COUNTY PP	103.25
C02	2018	G01L	WATAUGA COUNTY LATE LIST	10.33
C02	2019	C02	BOONE PP	120.50
C02	2019	C02L	BOONE LATE LIST	12.05
C02	2019	G01	WATAUGA COUNTY PP	118.44
C02	2019	G01L	WATAUGA COUNTY LATE LIST	11.85
C02	2020	C02	BOONE PP	239.41
C02	2020	C02L	BOONE LATE LIST	23.93
C02	2020	G01	WATAUGA COUNTY PP	235.32
C02	2020	G01L	WATAUGA COUNTY LATE LIST	23.53
C02	2020	MS1	BOONE MUNICIPAL SERV DIST PP	60.00
C02	2020	MS1L	BOONE MUNICIPAL SERV DIST LATE	6.00
C02	2021	C02	BOONE PP	4,770.39
C02	2021	C02L	BOONE LATE LIST	24.38
C02	2021	G01	WATAUGA COUNTY PP	4,369.25
C02	2021	G01L	WATAUGA COUNTY LATE LIST	22.33
C02	2021	MS1	BOONE MUNICIPAL SERV DIST PP	54.92
C02	2021	MS1L	BOONE MUNICIPAL SERV DIST LATE	5.49
C02	2021	SWF	SANITATION USER FEE	240.00
			C02 TOTAL	10,717.20
C03	2021	G01	WATAUGA COUNTY PP	326.43
C03	2021	G01L	WATAUGA COUNTY LATE LIST	32.64
			C03 TOTAL	359.07
F01	2016	F01	FOSCOE FIRE PP	.52
F01	2016	G01	WATAUGA COUNTY PP	3.26
F01	2017	F01	FOSCOE FIRE PP	.78
F01	2017	G01	WATAUGA COUNTY PP	5.47
F01	2018	F01	FOSCOE FIRE PP	1.29
F01	2018	G01	WATAUGA COUNTY PP	9.11
F01	2019	F01	FOSCOE FIRE PP	1.29
F01	2019	G01	WATAUGA COUNTY PP	10.40
F01	2020	F01	FOSCOE FIRE PP	1.29
F01	2020	F01L	FOSCOE FIRE LATE LIST	.13
F01	2020	G01	WATAUGA COUNTY PP	10.40
F01	2020	G01L	WATAUGA COUNTY LATE LIST	1.04
F01	2021	F01	FOSCOE FIRE PP	3.11
F01	2021	F01L	FOSCOE FIRE LATE LIST	.31
F01	2021	G01	WATAUGA COUNTY PP	25.07
F01	2021	G01L	WATAUGA COUNTY LATE LIST	2.51
			F01 TOTAL	75.98
F02	2017	F02	BOONE FIRE RE	22.86
F02	2017	G01	WATAUGA COUNTY RE	134.50
F02	2018	F02	BOONE FIRE RE	22.86
F02	2018	F02L	BOONE FIRE LATE LIST	.00
F02	2018	G01	WATAUGA COUNTY RE	134.50
F02	2018	G01L	WATAUGA COUNTY LATE LIST	.00

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F02	2018	SWF	SANITATION USER FEE	.00
F02	2019	F02	BOONE FIRE RE	25.86
F02	2019	F02L	BOONE FIRE LATE LIST	.30
F02	2019	G01	WATAUGA COUNTY RE	173.70
F02	2019	G01L	WATAUGA COUNTY LATE LIST	2.02
F02	2019	SWF	SANITATION USER FEE	80.00
F02	2020	F02	BOONE FIRE RE	25.86
F02	2020	F02L	BOONE FIRE LATE LIST	.30
F02	2020	G01	WATAUGA COUNTY RE	173.70
F02	2020	G01L	WATAUGA COUNTY LATE LIST	2.02
F02	2020	SWF	SANITATION USER FEE	80.00
F02	2021	F02	BOONE FIRE RE	166.28
F02	2021	F02L	BOONE FIRE LATE LIST	1.57
F02	2021	G01	WATAUGA COUNTY RE	1,116.90
F02	2021	G01L	WATAUGA COUNTY LATE LIST	10.55
F02	2021	SWF	SANITATION USER FEE	320.00
			F02 TOTAL	2,493.78
F07	2021	F07	COVE CREEK FIRE RE	1,209.25
F07	2021	G01	WATAUGA COUNTY RE	9,445.14
			F07 TOTAL	10,654.39
F08	2021	SWF	SANITATION USER FEE	80.00
			F08 TOTAL	80.00
F09	2015	F09	MEAT CAMP FIRE PP	4.25
F09	2015	F09L	MEAT CAMP FIRE LATE LIST	.43
F09	2015	G01	WATAUGA COUNTY PP	26.61
F09	2015	G01L	WATAUGA COUNTY LATE LIST	2.66
F09	2015	SWF	SANITATION USER FEE	80.00
F09	2016	F09	MEAT CAMP FIRE PP	4.25
F09	2016	F09L	MEAT CAMP FIRE LATE LIST	.43
F09	2016	G01	WATAUGA COUNTY PP	26.61
F09	2016	G01L	WATAUGA COUNTY LATE LIST	2.66
F09	2016	SWF	SANITATION USER FEE	80.00
F09	2017	F09	MEAT CAMP FIRE PP	.63
F09	2017	F09L	MEAT CAMP FIRE LATE LIST	.06
F09	2017	G01	WATAUGA COUNTY PP	4.45
F09	2017	G01L	WATAUGA COUNTY LATE LIST	.45
F09	2017	SWF	SANITATION USER FEE	80.00
F09	2018	F09	MEAT CAMP FIRE PP	.61
F09	2018	F09L	MEAT CAMP FIRE LATE LIST	.06
F09	2018	G01	WATAUGA COUNTY PP	4.31
F09	2018	G01L	WATAUGA COUNTY LATE LIST	.43
F09	2018	SWF	SANITATION USER FEE	80.00
F09	2019	F09	MEAT CAMP FIRE PP	.59
F09	2019	F09L	MEAT CAMP FIRE LATE LIST	.06
F09	2019	G01	WATAUGA COUNTY PP	4.76
F09	2019	G01L	WATAUGA COUNTY LATE LIST	.48
F09	2019	SWF	SANITATION USER FEE	80.00
F09	2020	F09	MEAT CAMP FIRE PP	3.56
F09	2020	F09L	MEAT CAMP FIRE LATE LIST	.36
F09	2020	G01	WATAUGA COUNTY PP	28.61

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F09	2020	G01L WATAUGA COUNTY LATE LIST	2.86
F09	2020	SWF SANITATION USER FEE	160.00
F09	2021	F09 MEAT CAMP FIRE PP	3.45
F09	2021	F09L MEAT CAMP FIRE LATE LIST	.35
F09	2021	G01 WATAUGA COUNTY PP	27.76
F09	2021	G01L WATAUGA COUNTY LATE LIST	2.78
F09	2021	SWF SANITATION USER FEE	160.00
F09 TOTAL			874.52
F10	2018	F10 DEEP GAP FIRE PP	1.29
F10	2018	F10L DEEP GAP FIRE LATE LIST	.13
F10	2018	G01 WATAUGA COUNTY PP	9.11
F10	2018	G01L WATAUGA COUNTY LATE LIST	.91
F10	2019	F10 DEEP GAP FIRE PP	2.31
F10	2019	F10L DEEP GAP FIRE LATE LIST	.23
F10	2019	G01 WATAUGA COUNTY PP	18.58
F10	2019	G01L WATAUGA COUNTY LATE LIST	1.86
F10	2020	F10 DEEP GAP FIRE PP	37.47
F10	2020	F10L DEEP GAP FIRE LATE LIST	.23
F10	2020	G01 WATAUGA COUNTY PP	302.01
F10	2020	G01L WATAUGA COUNTY LATE LIST	1.87
F10	2020	SWF SANITATION USER FEE	80.00
F10	2021	F10 DEEP GAP FIRE PP	2.32
F10	2021	F10L DEEP GAP FIRE LATE LIST	.23
F10	2021	G01 WATAUGA COUNTY PP	18.70
F10	2021	G01L WATAUGA COUNTY LATE LIST	1.87
F10 TOTAL			479.12
F12	2020	F12 BLOWING ROCK FIRE PP	8.32
F12	2020	F12L BLOWING ROCK FIRE LATE LIST	.83
F12	2020	G01 WATAUGA COUNTY PP	67.06
F12	2020	G01L WATAUGA COUNTY LATE LIST	6.71
F12	2021	F12 BLOWING ROCK FIRE PP	14.54
F12	2021	F12L BLOWING ROCK FIRE LATE LIST	.71
F12	2021	G01 WATAUGA COUNTY PP	117.11
F12	2021	G01L WATAUGA COUNTY LATE LIST	5.69
F12	2021	SWF SANITATION USER FEE	80.00
F12 TOTAL			300.97
SUMMARY TOTAL			26,035.03

AGENDA ITEM 8:

**BOARD OF ELECTIONS SOFTWARE, MAINTENANCE, AND WARRANTY AGREEMENT
WITH ELECTION SYSTEMS & SOFTWARE, LLC (ES&S)**

MANAGER’S COMMENTS:

Matt Snyder, Board of Elections Director, will request the Board approve a one (1) year contract with Election Systems & Software, LLC (“ES&S”) for software, maintenance, and warranty for voting machines contingent upon County Attorney review. The local Board of Elections voted unanimously to approve the contract with ES&S in the amount of \$28,917.52 annually. Adequate funds have been budgeted to cover this expense.

Board action is required to approve the one (1) year contract with Election Systems & Software, LLC (“ES&S”) in the amount of \$28,917.52 annually.



WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse ♦ 842 West King Street Boone, North Carolina 28607

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Matthew Snyder, Director

DATE: April 1, 2022

SUBJ: Request for Board of Commissioners' Approval of Election Systems & Software LLC's extended warranty, hardware maintenance and software license, maintenance and support services agreement.

Election Systems & Software (ES&S) provides the equipment maintenance, software licensing, and service support as addressed in NCGS 163-165.9(b)(2). This requires the county to pay the annual cost of this agreement.

This is the same vendor the county has used since the original purchase of our voting equipment. Whereas in the past, we were able to enter into five-year agreements, we are now required to renew the agreement annually.

The cost of the agreement has not changed since previous years and has been budgeted for in the 2022 – 2023 fiscal year budget.

On behalf of the Board, I respectfully request approval of the ES&S agreement.

**ELECTION SYSTEMS & SOFTWARE, LLC
EXTENDED WARRANTY, HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND
SUPPORT SERVICES AGREEMENT**

THIS EXTENDED WARRANTY, HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Watauga County, North Carolina** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. Customer is required to maintain software license and maintenance agreements necessary to maintain the warranty of its voting system in compliance with NC Gen Stat. § 163-165.9 (2012).
- C. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- D. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Extended Warranty, Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund, if applicable, of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Extended Warranty, Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Extended Warranty, Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Extended Warranty, Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Extended Warranty, Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to

the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II HARDWARE

1. **Extended Warranty Maintenance Services.** In consideration for the fees paid for the Extended Warranty for the ES&S equipment, ES&S shall provide an Extended Warranty and an Extended Warranty plan which includes Extended Warranty Routine Maintenance Services and Extended Warranty Repair Services. Extended Warranty Services are required in order to maintain the warranty on ES&S equipment. The Extended Warranty Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Extended Warranty Routine Maintenance Services.** An ES&S Representative shall provide such extended warranty routine maintenance services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as Extended Warranty Routine Maintenance Services. Extended Warranty Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Extended Warranty Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Extended Warranty Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that additional Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the additional Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Extended Warranty Routine Maintenance Services and additional Routine Maintenance Services with Customer. The Extended Warranty Routine Maintenance Services and additional Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Services.

b. **Extended Warranty Repair Services.**

i. **Defects Under Normal Use and Service During Extended Warranty Period.**

If a defect or malfunction occurs in any Product while it is under normal use and service during the Extended Warranty, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with the Extended Warranty Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction

occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and

utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third-Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Extended Warranty Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Extended Warranty Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Extended Warranty Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Extended Warranty Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

ARTICLE III **ANNUAL LICENSE OF SOFTWARE**

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Watauga County, North Carolina** ("Jurisdiction"). The license allows

Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the Software without ES&S' prior written consent.
- d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly schedule preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefor, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; and (ii) if applicable, provide maintenance and support on the

ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

ARTICLE IV SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term and any License Renewal Term thereof, ES&S may continue to provide Updates in accordance with the terms of Article III, Section 5. In addition, Customer shall pay ES&S to install any election management software Updates at its then current rates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any License Renewal Term thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

ARTICLE V MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, Article IV, Sections 1-5, and Article V Sections 1-5 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

WATAUGA COUNTY, NORTH CAROLINA
P.O. Box 528
Boone, NC 28607
Fax No.: N/A

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

V.P. of Finance

Title

Title

Date

Date

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Extended Warranty Hardware Maintenance Fees	Attachment 1	\$19,689.04
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$6,754.09
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$2,474.39
Total Warranty and Maintenance Fees for the Initial Term:		\$28,917.52
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
<p align="center">\$28,917.52 due on or before June 1, 2022 for the Coverage Period of July 1, 2022 through June 30, 2023.</p>		

Attachment 1**ES&S EXTENDED WARRANTY HARDWARE MAINTENANCE DESCRIPTION AND FEES**Initial Term: **July 1, 2022 through June 30, 2023**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
31	Model 100 Scanner	7/1/2022 through 6/30/2023	\$231.99	\$7,191.69
1	Model 650 Scanner	7/1/2022 through 6/30/2023	\$3,135.83	\$3,135.83
28	AutoMARK Voter Assist Terminal	7/1/2022 through 6/30/2023	\$334.34	\$9,361.52
Total Extended Warranty Hardware Maintenance Fees for the Initial Term				\$19,689.04

Note 1: The Per-Unit Fees if Customer requests more than one Extended Warranty Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Watauga County, North Carolina

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Extended Warranty Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Extended Warranty Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
5. Extended Warranty Repair Services.

- Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Extended Warranty Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial License and Maintenance Term: July 1, 2022 through June 30, 2023

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	UNITY - ERM	7/1/2022 through 6/30/2023	\$1,929.74
1	UNITY - HPM	7/1/2022 through 6/30/2023	\$4,824.35
Total Software License, Maintenance and Support Fees for the Initial Term			\$6,754.09

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: July 1, 2022 through June 30, 2023

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
31	Model 100 Scanner	7/1/2022 through 6/30/2023	\$35.97	\$1,115.07
1	Model 650 Scanner	7/1/2022 through 6/30/2023	\$355.80	\$355.80
28	AutoMARK Voter Assist Terminal	7/1/2022 through 6/30/2023	\$35.84	\$1,003.52
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$2,474.39

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

- Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
 4. Customer shall be responsible for data extraction from Customer voter registration system.
 5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
 10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Announcements

MANAGER’S COMMENTS:

Budget Work Sessions are scheduled for Thursday, May 12, 2022, beginning at 12:00 noon and Friday, May 13, 2022, beginning at 9:00 A.M.

Registration for the 2022 Watauga Compassionate Community Initiative (WCCI) Conference is now open and available at www.wataugacci.org. Registration closes Monday, April 25, 2022.

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Personnel Matters – G. S. 143-318.11(a)(6)

AGENDA ITEM 13:

POSSIBLE ACTION AFTER CLOSED SESSION