

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

**TUESDAY, MAY 7, 2013
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 16, 2013, Regular Meeting April 16, 2013, Closed Session		1
	3	APPROVAL OF THE MAY 7, 2013 AGENDA		11
8:35	4	PROPOSED EXTENSION OF ASU GREENHOUSE LEASE	DR. DAVID DOMERMUTH	13
8:40	5	UPDATE ON OFFICER'S MEMORIAL	MR. BILL DIXON	25
8:45	6	PLANNING AND INSPECTIONS MATTERS	MR. JOE FURMAN	
		A. Proposed Parking Management Agreement		27
		B. Hwy 421 Underpass Greenway Project Request		33
8:50	7	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		35
		B. Refunds and Releases		37
		C. Tax Lien Report		59
8:55	8	BUDGET AMENDMENTS	MS. MARGARET PIERCE	61
9:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of the FY 2014 Capital Improvement Plan		63
		B. Presentation of the Manager's FY 2014 Recommended Budget		65
		C. Request from Templeton Properties to Exercise Right to Extend the Inspection Period of Old High School Property for a 60 Day Period		67
		D. Request for Use of Old High School Softball Field		71
		E. Proposed Final Approval of the Lease with the Watauga County Arts Council		75
		F. NC Department of Transportation Request for Public Hearing on their Secondary Roads Program		87
		G. Proposed Container Site Lease Agreement		89
		H. Discussion of <i>Our Mother's Garden</i> Proposal		99
		I. Change Order Request for the Old Watauga High School		101
		J. Boards and Commissions		103
		K. Announcements		107
9:10	10	PUBLIC COMMENT		109
10:10	11	BREAK		109
10:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		109
10:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

April 16, 2013, Regular Meeting

April 16, 2013, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 16, 2013**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, April 16, 2013, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan Miller, Chairman
David Blust, Vice-Chairman
Billy Kennedy, Commissioner
John Welch, Commissioner
Perry Yates, Commissioner
Stacy Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 5:34 P.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the March 19, 2013, closed session minutes and the April 2, 2013, regular meeting and closed session minutes.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the March 19, 2013, closed session minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the April 2, 2013, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Chairman Miller tabled consideration of the April 2, 2013, closed session meeting minutes to allow for review of proposed amendments.

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the April 16, 2013, agenda.

County Manager Geouque requested to add, per Commissioner request, consideration of a proposed resolution upholding the ban of Sunday hunting in Watauga County.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the April 16, 2013, agenda as amended.

VOTE: Aye-5
Nay-0

REQUEST FOR APPROVAL OF THE WATAUGA COUNTY COMPREHENSIVE TRANSPORTATION PLAN

Mr. Phil Trew, High Country Council of Governments Planning Director, presented a proposed resolution officially approving the Watauga County Comprehensive Transportation Plan (CTP) which was presented to the Board at the April 2, 2013, regular meeting. The Watauga County Economic Development Commission also endorsed the plan as presented.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to adopt a resolution officially approving the 2013 Watauga County Comprehensive Transportation Plan.

VOTE: Aye-5
Nay-0

CLAYBOUGH FOUNDATION GRANT REQUEST

Mr. Jim Atkinson, Department of Social Services Director, stated that a notification of award was recently received for a \$3,000 grant from the Claybough Foundation. Mr. Atkinson requested the Board accept the grant funds. No local match was required and the grant funds were to be used in the Department of Social Services' Adult Services Emergency Fund to meet crisis situations, including medical, housing, and transportation needs.

Commissioner Kennedy, seconded by Commissioner Yates, moved to accept the \$3,000 in grant funds from the Claybough Foundation as requested.

VOTE: Aye-5
Nay-0

PROPOSED 2013 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS REDUCTION AND BUDGET REVISION REQUESTS

Ms. Angie Boitnotte, Project on Aging Director, was recently notified by the High Country Area Agency on Aging that the County's Home and Community Care Block Grant (H&CCBG) Allocation for the FY 2013 was to be reduced by \$3,302 due to the Federal Government's Sequestration. Ms. Boitnotte presented a budget amendment in which congregate nutrition, home delivered meals, and Title III-B services were reduced \$1,467, \$489, and \$1,346, respectively.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the Home and Community Care Block budget revisions as requested.

VOTE: Aye-5
Nay-0

PRESENTATION OF SMOKY MOUNTAIN CENTER QUARTERLY REPORTS

Ms. Margaret Pierce, Finance Director, presented the Smoky Mountain Center quarterly reports as required by Statute.

This report was for information only and, therefore, no action was required.

BOARD OF EQUALIZATION AND REVIEW (E&R) SCHEDULE

Mr. Larry Warren, Tax Administrator, presented the following proposed schedule for the FY 2013 Board of Equalization and Review (E&R) meetings:

- Monday, April 29, 2013, from 4:00 P.M. to 7:00 P.M. (convene)
- Tuesday, April 30, 2013, from 4:00 P.M. to 7:00 P.M.
- Monday, May 6, 2013, from 4:00 P.M. to 7:00 P.M. (adjourn)

The Board of E&R consists of the five Commissioners unless amended by resolution. A proposed resolution was presented which incorporated the County Manager to serve as an alternate member for those times in which a quorum might not be available.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to adopt the resolution establishing the Board of Equalization and Review as presented.

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to approve the meeting dates of the Board of Equalization and Review as presented by Mr. Warren.

VOTE: Aye-5
Nay-0

PUBLIC HEARINGS

A. To Allow Citizen Comment on Proposed Amendments to the Watauga County Farmland Preservation Plan

Commissioner Welch, seconded by Vice-Chairman Blust, moved to declare the public hearing open at 6:11 P.M. to allow citizen comment on proposed amendments to the Watauga County Farmland Preservation Plan.

VOTE: Aye-5
Nay-0

There being no public comment, Chairman Miller declared the public hearing closed at 6:11 P.M.

Realizing a citizen had signed up to speak, the Chairman requested the public hearing be reopened.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to reopen the public hearing at 6:13 P.M.

Ms. Deborah Greene shared her comments regarding the proposed plan.

Mr. Jim Hamilton, Cooperative Extension Director, had presented the changes and recommendations to the Board at a previous meeting and reiterated that the plan consisted of recommendations the County could explore regarding the preservation of farmland. Mr. Hamilton stated that several of the recommendations were already being carried out through Cooperative Extension and the Soil and Water Conservation District. Mr. Hamilton also emphasized that the plan would not affect nor was used to determine the property tax values for farmland.

There being no further public comment, Chairman Miller declared the public hearing closed at 6:28 P.M.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to accept the Watauga County Farmland Preservation Plan as presented.

VOTE: Aye-5
Nay-0

B. To Allow Citizen Comment on Proposed Amendments to the Watauga County Voluntary Farmland Preservation Program Ordinance

Commissioner Kennedy, seconded by Vice-Chairman Blust, declared the public hearing open at 6:29 P.M. to allow citizen comment on proposed amendments to the Watauga County Voluntary Farmland Preservation Program Ordinance.

VOTE: Aye-5
Nay-0

The proposed amendments were as follows:

PROPOSED AMENDMENTS (deletions and additions):

“ARTICLE VI
QUALIFICATIONS AND CERTIFICATION OF FARMLAND
Section 600. Requirements

...

- (2) ~~Is participating in the farm present use value taxation program established by G.S. 105-277.2 through 105-277.7 or is otherwise determined by the county to meet all the qualifications of this program set forth in G.S. 105-277.3; The farmland shall be engaged in agriculture (as that word is defined in NC G.S. 106-581.1.)~~
- (3) The property shall be certified by the Natural Resources Conservation Service of the United States Department of Agriculture, in consultation with the Cooperative Extension office, **Watauga County Soil and Water District**, and the Farm Service Agency, as being a farm on which at least two-thirds of the land is composed of soils that: . . . “

There being no public comment, Chairman Miller closed the public hearing at 6:29 P.M.

Commissioner Kennedy, seconded by Commissioner Welch, moved to adopt the amended Watauga County Voluntary Farmland Preservation Program Ordinance as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Watauga County Arts Council Lease Proposal

County Manager Geouque presented a lease, drafted by the County Attorney, between the County and the Watauga County Arts Council (WCAC) for County-owned property located at 377 Shadowline Drive. The WCAC planned to establish the Blue Ridge ArtSpace at the property. Activities such as visual arts galleries, art and music classes, and a gift shop are planned for the space.

County Attorney Eggers reviewed amendments to the lease as proposed by the WCAC of which the Board was agreeable with the exception of sub-letting the property. The Board wished to have the final approval of any sub-leases at the property.

If agreeable to the lease, a resolution by the Board authorizing the execution of the lease had to be adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased, stating the annual lease payments, and announcing the Board's intent to authorize the lease at its next regular meeting.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to tentatively approve the lease as amended by the Watauga County Arts Council except that the Board of Commissioners would retain the final approval of any and all sub-leases.

VOTE: Aye-5
Nay-0

County Attorney Eggers stated approval would come back to the Board at the next meeting after the adoption of the resolution authorizing the execution of the lease.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the resolution authorizing the execution of the lease and to direct staff to provide public notice of the Board's intent to lease the property at 377 Shadowline Drive for one dollar (\$1) a year for a two (2) year period to the Watauga County Arts Council, to be approved at the Board's regularly scheduled meeting on May 7, 2013.

VOTE: Aye-5
Nay-0

B. Watauga Solar Lease Amendment

County Manager Geouque presented a proposed amendment to the County's lease with Watauga Solar to reflect the need for insurance to be in place only when the company determined it feasible to construct their project at the old landfill and were required to be on County property for review, analysis, or construction. The amended lease was drafted by the County Attorney.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the Watauga Solar lease amendment as prepared by the County Attorney.

VOTE: Aye-5
Nay-0

C. Consideration to Change Sales Tax Distribution from Per Capita to Ad Valorem

Chairman Miller presented a proposed resolution selecting the ad valorem method for sales tax distribution. Information was provided detailing the difference in sales tax revenues received by the County and its municipalities based on the method (ad valorem versus per capita) selected for sales tax distribution.

If the County changed from the per capita method to the ad valorem method, the County would realize a reduction of approximately \$1,069,239 based on the County losing approximately \$182,252 in sales tax revenue and the required distribution of approximately \$886,987 from the County's portion of the sales tax amount to the County fire districts. Currently under the per capita method distribution the County was not required to provide sales tax revenues to the fire districts. However, the Towns of Beech Mountain, Blowing Rock, and Seven Devils each adopted resolutions holding the County harmless based upon the reallocation of sales tax revenues to an ad valorem method. Those Towns would provide, as part of their budgetary process, an amount equal to sixty percent (60%) of the increase in gross revenues accruing to the Towns over and above the amount which would have been realized under the per capita method. A net increase of approximately \$400,000 to \$550,000 was projected with the Towns contributing sixty percent (60%) of the increase in gross sales tax revenues to the County.

Each Commissioner shared comments regarding the proposed resolution including its effect on the Town of Boone.

After lengthy discussion, Vice-Chairman Blust, seconded by Commissioner Yates, moved to adopt the resolution as presented.

After further lengthy discussion, Commissioner Yates called for the question.

VOTE: Aye-3(Miller, Blust, Yates)
Nay-2(Kennedy, Welch)

D. Proposed Resolution Requesting the Ban on Sunday Hunting be Upheld in Watauga County

County Manager Geouque presented a proposed resolution requesting the North Carolina General Assembly to exempt Watauga County from Senate Bill 224 and keep in place the 144 year ban on Sunday hunting with a shotgun, rifle, or pistol.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

E. Boards & Commissions

County Manager Geouque stated that the Watauga County Library Board had made the following recommendations for appointment to the local Library Board: Ms. Ala Sue Moretz be appointed for a new term ending August 2017 and Ms. Sue Poorman be appointed to complete an unexpired term that will end August 2015.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to waive the second reading and appoint, to the Watauga County Library Board, Ms. Sue Poorman to fill an unexpired term ending August 2015 and Ms. Ala Sue Moretz for a new term ending August 2017.

VOTE: Aye-5
Nay-0

F. Announcements

County Manager Geouque announced the following:

- The Governor and Secretary of Crime Control plans to visit Watauga County on April 17, 2013, to hold discussions regarding school safety.

Vice-Chairman Blust stated that the meeting with local officials scheduled at 4:15 P.M. was by invitation only; however, a Talking Forum was also scheduled from 5:30 to 7:30 P.M. in the High School auditorium to allow for comments from the public (parents, students, etc.)

- The 2013 Watauga County Economic Development Summit is scheduled for Wednesday, April 17, 2013, from 1:00 to 5:00 P.M. at the Blowing Rock Art and History Museum in Downtown Blowing Rock.

- The Grand Opening of Rocky Knob Park will be held on Saturday, April 27, 2013, from 1:00 until 5:00 P.M. A Ribbon Cutting Ceremony will be held at 3:30 P.M. and barbeque will be served at 4:30 P.M.
- Community Pride Week will be held April 29 – May 4, 2013. The week will conclude on May 4 with Household Hazardous Waste Day at the County Landfill from 9:00 A.M. until 2:00 P.M. and Operation Medicine Cabinet at the three local Food Lion locations as well as Foscoe Fire Department from 10:00 A.M. until 2:00 P.M.
- The Watauga Humane Society had requested a meeting with the Board regarding their budget. The County Manager stated that he had informed the Humane Society of the public hearing for the FY 2014 budget.

PUBLIC COMMENT

Dr. Andrew Mason shared concerns regarding the reallocation of the distribution of sales tax.

Ms. Andrea Capua had signed up to speak but was not present during the public comment period.

Ms. Deborah Greene shared concerns regarding the sale of the old high school property and the reallocation of the distribution of sales tax.

CLOSED SESSION

At 7:50 P.M., Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to resume the open meeting at 8:06 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the March 19, 2013, closed session minutes as amended.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the April 2, 2013, closed session minutes as amended.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Yates, seconded by Vice-Chairman Blust, moved to adjourn the meeting at 8:07 P.M.

VOTE: Aye-5
Nay-0

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MAY 7, 2013, AGENDA

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AGENDA ITEM 4:

PROPOSED EXTENSION OF ASU GREENHOUSE LEASE

MANAGER'S COMMENTS:

Dr. David Domermuth representing Appalachian State University Foundation will request the Board extend the Greenhouse Lease at the Watauga County Landfill. The original lease term was May 13, 2010 through May 12, 2013. A greenhouse has been constructed during this time period along with the connection of Town water, solar panel, and a soon to be wind power capability.

A \$45,000 grant has been awarded by the North Carolina Department of Agriculture, Forestry and Consumer Services to continue the research on alternative energy and biomass.

The request is for a three (3) year extension with an effective date of May 13, 2013 and an expiration date of May 12, 2016.

Board action, contingent upon County Attorney review and approval, is requested to accept the three (3) year extension.

Appalachian

STATE UNIVERSITY

Department of Technology and Environmental Design
Katherine Harper Hall and Kerr Scott Hall
ASU Box 32122
Boone, NC 28608-2122
(828) 21)2-3110
Fax: (828) 265-8696

4/16/2013

County Commissioners,

I would like to extend our lease until May 12, 2016 for the Greenhouse/Biomass Research project located at the landfill; the current lease expires May 12, 2013.

During the initial three year period we acquired the building permits, constructed the greenhouse, and received the occupancy permit.

We now have a city water tap next to the greenhouse and are in the process of contacting to the tap. We have a solar panel installed complete with battery and inverter system for power.

We secured a \$45,000 grant from the North Carolina Department of Agriculture, Forestry and Consumer Services to continue our work on alternative energy and biomass research.

The next phase of this project will put the greenhouse in operation with the biomass project as a demonstration heating method.

The primary purpose of the biomass research is the creation of new technology that will bring economic prosperity to Western NC.

A secondary goal for the greenhouse is demonstration of alternative methods for heat, ventilation, and power; with hopes for progressive agricultural techniques.

Sincerely,



David Domermuth, PhD
Industrial Design
Appalachian State University
Harper Hall, 397 River St.
Boone, NC 28608

828-262-6359

DOA - State Property Office & DOI - Risk Management
Property Reporting Form
(Dual Reporting for DOA and DOI)

050713 BCC Meeting

Department or University Appalachian State University **Division** TED

Department/Division # 60005011 **Complex #** 1-95-4 **Asset #** (if assigned)

Building Name TED Greenhouse **Street Address** 336 Landfill Road

City Boone, NC **County** Watauga **Zip Code** 28607-
 (Please provide zip code for the building location, not for the mailing address)

Your Name Diane Pitts **Phone #** (828) 262-6433 Ext **Email** pittsdj@appstate.edu

New Building **Acquisition** **Renovation** **Addition** **Lease** **Demolished**
 (Check appropriate category. If more than one category is checked, please explain)

New Building: Date Accepted by State 11/26/2012 Year Constructed 2012 Construction Cost \$30,000
 (m/d/y)

Acquisition: Date of Acquisition Year Constructed Acquisition Cost \$
 (m/d/y)
 Method of Acquisition (check method) Construction Purchase Lease/Purchase
 Condemnation Donation Transfer Other

Renovation: Date of Acceptance (m/d/y) Renovation Cost
 Renovation Type (check type) Add space Reduce Space Expanded Rooms None
 Increased Gross Sq. Ft. Decreased Gross Sq. Ft.
 Increased Net Sq. Ft. Decreased Net Sq. Ft.

Main Use(s) of Building Research
 (e.g., office, dormitory, automobile maintenance, furniture storage, produce sales, laboratory, etc.)

Building Occupants 0

Gross Sq. Ft. 600 **Net Sq. Ft.** 600 **National Register of Historic Places:** Yes No

Total # of Floors 1 **Floors Above Ground** 0 **Floors Below Ground** 0

Fire Alarm: Yes No **Fire Sprinkler System:** Yes No **Flood Zone** No
 (e.g., A, A1, B, C, V, X, etc.)

Fire Department or Fire District (providing primary response) Town of Boone

Heat System Forced Air Steam Hot Water Resist None Space Heater
Heating Fuel Electric Gas Fuel Oil Coal Wood Solar Other
A/C System Chiller Central Window None

Roof Construction Plastic
Floor Construction Plastic
Exterior Wall Construction Foundation of concrete and steel and the tower is steel.

Insurance Coverage

Dept/Div #	Coverage For (Bldg or Conts)	Funding (Gen. or Spec.)	Type of Coverage (Fire, EC, VMM, "All Risk"(Special), "All Risk" (Computers/Misc), etc.)	Replacement Value (\$)
60005011	Building	Special	All Risk	\$40,000
60005011	Contents	Special	All Risk	\$20,000

Send a copy to DOA - State Property Office & DOI - Risk Management
 Dept. of Administration - State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321
 Dept. of Insurance - Risk Management Division, P. O. Box 26387, Raleigh, NC 27611-6387

4/3/2012
Inspection: 47334

FINAL FRAME INSP

Permit Type: UTILITY & MISCELLANEOUS U GREENHOUSE Permit #: 5098
Directions: HWY 421S- LANDFILL RD- ON RT PAST ANIMAL CONTROL

411 LANDFILL

Subdivision: Lot #:

Scheduled: 4/4/12

Comments:

Role	Name	Phone #
A001	WATAUGA COUNTY	
A002	T-SQUARE BUILDERS INC	828-898-9768
A003	APPALACHIAN STATE UNIVERSITY F	

Inspected	Inspector	Result	Description	Comments
			ABOVE CEILING INSP	
			ALARM TEST FINAL	
			FIREBARRIER INSP	
			FIREWALL INSP	
			FOUNDATION DRAIN INSP	
			FOUNDATION REINFORCING INSP	
			GAS PST EXTERIOR INSP	
			GAS PST INTERIOR INSP	
			INSULATION-FLOOR INSP	
			INSULATION-ROOF/CEILING INSP	
			INSULATION-WALL INSP	
			OUTSIDE SEWERLINE INSP	
			OUTSIDE WATER LINE INSP	
			PIER FOOTING INSP	
			ROUGH ELECTRIC INSP	
			ROUGH FRAME INSP	
			ROUGH GAS INSP	
			ROUGH HVAC INSP	
			ROUGH PLUMBING INSPECTION	
			SEPTIC OPERATIONS PERMIT	
			SLAB INSPECTION	
			SPRINKLER TEST FINAL	
			TEMP SERVICE	
			TEMP/PERM POWER INSP	
			UNDERGROUND ELECTRIC INSP	
			UNDERSLAB ELECTRICAL	
			UNDERSLAB HVAC	
			UNDERSLAB PLUMBING	
			WATERPROOFING INSP	
	JJ		FINAL ELECTRIC INSP	
	JJ		FINAL FRAME INSP	
	JJ		FINAL GAS INSP	
	JJ		FINAL HVAC INSP	
	JJ		FINAL PLUMBING INSP	
1/10/12	JJ	PASS	FOOTING INSP	

Travis
(828) 260 1439
Key in permit box

Approved for C.O.

Pass Fail Date: *4/4/12* Inspector: *[Signature]*

Comments:

Permit Date: 11/18/2011

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made as of the 13th day of May, 2010, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose address is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University Foundation, Inc. (hereinafter referred to as "Tenant" and/or "ASUF"), a non-profit corporation organized and existing under the laws of the State of North Carolina, whose address is ASU Box 32007, Boone, North Carolina 28608, for the benefit of Appalachian State University ("ASU").

WHEREAS, ASUF desires to lease space adjacent to the County's Methane Flare Stations to facilitate Appalachian State University's establishment of a green house for a demonstration project, creating biodiesel from algae cultivation; and

WHEREAS, the County desires to lease property to ASUF for the above stated purpose, subject to the following terms and conditions.

WITNESSETH: PREMISES

1. LEASED PREMISES

The County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by ASUF, leases and rents unto ASUF, and ASUF hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. 160 feet and heading due south from those two points to the Watauga County property line.

2. TERM.

ASUF shall have and hold the Premises for a term of three (3) years beginning on the 13th day of May, 2010, and ending on the 12th day of May, 2013, at midnight, unless sooner terminated or assigned as hereinafter provided.

3. RENTAL

ASUF agrees to pay the County, without deduction or set off, an annual rental of One Dollar (\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, ASUF shall pay to the County the first year's rent due hereunder. Rental for any period during the term hereof that is less than one year shall be the pro-rated portion of the annual rental due.

4. UTILITIES

- (a) ASUF shall pay the following utilities: Electric and any other utility associated with ASUF's use of the property.
- i. There is an unused electrical meter box that previously provided service to the blower/flare station. ASUF will be responsible for contacting the utility company serving the site to set up an account and shall be responsible for all utilities associated with its use of the property;
 - ii. ASUF will be responsible for contacting the Town of Boone to tap into the water line.
- (b) The County shall pay the following utilities: None

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

5. COMMON AREA RULES AND REGULATIONS

ASUF shall be subject to Rules and Regulations for the common areas of the County property as may be made from time to time by the County.

6. USE OF PREMISES

The Premises shall be used by ASU to: build and operate a prototype greenhouse and to conduct research on biofuel production and for no other purpose. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event ASU's use of the Premises results in an increase in the rate of insurance on the Premises, ASUF shall pay to the County, upon demand and as additional rental, the amount of any such increase.

7. INDEMNITY; INSURANCE

ASUF agrees to and hereby does indemnify and save the County harmless against all claims for damages to persons or property by reason of ASU's use or occupancy of the Premises, and all expenses incurred by the County thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, ASUF shall during the term of this Lease and any extension or renewal thereof, and at ASUF's expense, maintain in full force and effect comprehensive general liability insurance with limits of at least One million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per accident, and property damage limits of Five Hundred Thousand Dollars (\$500,00.00), which insurance shall contain a special endorsement recognizing and insuring

any liability accruing to ASUF under the first sentence of this paragraph, and naming the County as additional insured. ASUF shall provide evidence of such insurance to the County prior to the commencement of the term of this Lease. The County and ASUF each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of the County or ASUF or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. The County and ASUF shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Upon assignment of this lease by ASUF to ASU, ASUF's obligations hereunder shall cease, and ASU shall undertake all obligations as lessee; provided, however, ASU shall indemnify and hold harmless the County only to the extent and in the manner authorized in the North Carolina Tort Claims Act (N.C.G.S., § 143-291, *et seq.* In addition, ASU shall provide excess liability insurance coverage for its employees and agents as authorized by law. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the University or the State of North Carolina.

8. REPAIRS BY THE COUNTY

The premises are being rented "as is" and the County shall have no obligation to repair any improvements thereon during the term of this lease.

9. REPAIRS BY ASUF

ASUF accepts the Premises in their present condition and as suited for the uses intended by ASUF. ASUF shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

10. ALTERATIONS

ASUF shall not make any alterations, additions, or improvements to the Premises without the County's prior written consent. ASUF shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon the County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, free of any liens or encumbrances. The County may require ASUF to remove any alterations, additions or improvements (whether or not made with the County's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at ASUF's expense. All alterations, additions and improvements which the County has not required ASUF to remove shall become the County's property and shall be surrendered to the County upon the termination of this Lease, except that ASUF may remove any of ASUF's machinery, trade fixtures or equipment which can be removed without material damage to the Premises. ASUF shall repair, at ASUF's expense, any damage to the Premises caused by the removal of any such machinery, trade fixtures or equipment.

11. REMOVAL OF FIXTURES

ASUF and/or ASU may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided ASUF repairs all damage to the Premises caused by such removal.

12. GOVERNMENTAL ORDERS

ASUF agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of ASUF's occupancy of the Premises. The County agrees to comply promptly with any such requirements if not made necessary by reason of ASUF's occupancy. It is mutually agreed, however, between the County and ASUF, that if in order to comply with such requirements, the cost to the County or ASUF, as the case may be, shall exceed a sum which the respective party desires to pay, then the County or ASUF, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice.

13. ASSIGNMENT AND SUBLETTING

ASUF shall not, without the prior written consent of the County, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than ASU. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the County. Except as otherwise provided herein, Assignee of ASUF, at option of the County, shall become directly liable to the County for all obligations of ASUF hereunder, but no sublease or assignment by ASUF shall relieve ASUF of any liability hereunder.

14. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of ASUF: (a) ASUF fails to pay the rental as provided for herein; (b) ASUF abandons or vacates the Premises; and/or (c) ASUF fails to comply with or abide by and perform any other obligation imposed upon ASUF under this Lease.

15. REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, the County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and ASUF

fails to cure such default with five (5) days after receipt of written notice thereof from the County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and ASUF fails to cure such default within fifteen (15) days after receipt of written notice of default from the County, the County may terminate this Lease by giving written notice to ASUF and upon such termination shall be entitled to recover from ASUF damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, the County may terminate this Lease by giving written notice to ASUF.

16. EXTERIOR SIGNS

ASUF shall place no signs on the Premises, except with the express written consent of the County. Any and all signs placed on the Premises by ASUF shall be maintained in compliance with governmental rules and regulations governing such signs and ASUF shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

17. THE COUNTY'S ENTRY OF PREMISES

The County may enter the Premises for any reasonable and necessary purpose, provided it is during reasonable hours.

18. WAIVER OF RIGHTS

No failure of the County to exercise any power given the County hereunder or to insist upon strict compliance by ASUF of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the County's right to demand exact compliance with the terms hereof.

19. ENVIRONMENTAL LAWS

(a) ASUF shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by the County. Any approval must be preceded by submission to the County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by the County, ASUF covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes ordinances, rules and regulations, and laws, whether now in force or hereafter adopted, relating to ASUF's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either the County or ASUF relating to the use by ASUF on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or

under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by ASUF or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) ASUF shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and ASUF shall provide the County with copies of all such items upon request. ASUF shall provide, within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by ASUF, or related in any manner to Hazardous Materials. In addition, ASUF shall provide the County with copies of all responses to such correspondence at the time of the response.

(c) If ASUF fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of ASUF, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(d) ASUF will give the County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(e) ASUF will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(f) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

20. ABANDONMENT

ASUF shall not abandon the Premises at any time during the Lease term. If ASUF shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to ASUF and left on the Premises shall, at the option of the County, be deemed abandoned, and available to the County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. DEFINITIONS

The "County" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as

same in Paragraph 22, its representatives, assigns and successors. "ASUF" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also ASUF's assignees or sublessees as to the Premises covered by such assignment or sublease. The "County", "ASUF", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to ASUF shall be delivered or sent to the address shown at the beginning of this Lease, with a copy to Office of General Counsel, Appalachian State University, ASUF Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer or agent of a party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party.

25. SPECIAL STIPULATIONS

Any special stipulations are set forth below. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

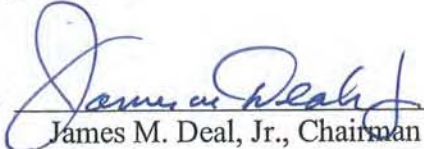
- a. It is understood and agreed by the parties that the greenhouse would be accessed by faculty and students during regular hours of operation, being Monday- Friday, from 8:00a.m. until 4:30p.m., and Saturday from 8:00a.m. until noon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

LANDLORD:

**WATAUGA COUNTY, a North Carolina
Body Politic**

By: 
James M. Deal, Jr., Chairman
Watauga County Board of
Commissioners

Date: 6/7/10

ATTEST:

 (SEAL)
Anita Fogle, Clerk
Watauga County Board of Commissioners

TENANT:

**APPALACHIAN STATE UNIVERSITY
FOUNDATION, INC.:**

By: 
Dan Williams, Chair

Date: 6-24-10

ATTEST:

 (SEAL)
Tracey Ford
Assistant Secretary

AGENDA ITEM 5:

UPDATE ON THE OFFICER'S MEMORIAL

MANAGER'S COMMENTS:

Mr. Bill Dixon, Appalachian Architecture, will provide an update on the Officer's Memorial to be constructed at the Watauga County Law Enforcement Center. Mr. Dixon has worked extensively with the Sheriff's Office and the Mast family on the development of the Memorial.

The report is for information only.

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AGENDA ITEM 6:**PLANNING AND INSPECTIONS MATTERS*****A. Proposed Parking Management Agreement*****MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, will present a Parking Management Agreement with McLaurin Parking Company. The County currently contracts with McLaurin to provide monitoring for the parking lots at the County Library, the Courthouse Complex, the West Annex, the Human Services Center, the Health Department, and the Ginn Lot. The term of the agreement is to be effective July 1, 2013 through June 30, 2016.

McLaurin Parking Company is proposing a \$764 per year increase over the existing agreement. The proposed fee to be charged for parking services is \$9,024 per year plus \$6.50 per each collection letter. Staff has been pleased with the service provided and would recommend the Board approve the agreement contingent upon County Attorney review.

The new rate has been budgeted for in the upcoming fiscal year. Board action is requested to approve the agreement with McLaurin Parking Company as presented in the amount of \$9,024 per year for parking monitoring services plus a \$6.50 charge per each collection letter.

STATE OF NORTH CAROLINA

PARKING MANAGEMENT AGREEMENT

COUNTY OF WATAUGA

THIS PARKING MANAGEMENT AGREEMENT, made and entered into this 1st day of July, 2013 by and between Watauga County, hereinafter referred to as "the County," and McLaurin Parking Company, a corporation organized and existing under the laws of the United States and the State of North Carolina, hereinafter referred to as "McLaurin."

WITNESSETH:

WHEREAS, the County owns or leases parking lots at the County Library, the Courthouse Complex, the West Annex, the Human Services Center, the Health Department, the "Ginn Lot", and

WHEREAS, McLaurin has an experienced parking management team, and has employees available to operate the parking operation; and

WHEREAS, the County wishes to enter into an agreement that will ensure the efficient parking management of vehicular parking spaces; and

WHEREAS, the County and McLaurin have agreed to the terms and conditions for operation.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other valuable considerations, the County and McLaurin agree as follows:

1. TERM: The initial term of this agreement shall be from July 1, 2013 through and including June 30, 2016. Not less than sixty (60) days prior to the termination date, the parties will confer to determine if this Agreement is to be renewed, and make any supplemental agreement or modification for that purpose, and if not so renewed, said Agreement shall expire June 30, 2016 at midnight. If the parties do not confer on this Agreement concerning renewal of termination, this Agreement shall continue on a month-to-month basis under the same terms and conditions. Either party may terminate this agreement by giving 120 days written notice to the other party during the initial term. At the termination of this agreement, McLaurin shall surrender the premises in as good a state as they were at the time the facilities were turned over to McLaurin for management, normal wear and tear excepted.
2. PERSONNEL: McLaurin shall staff the operations of the parking areas with sufficient competent personnel to operate the parking facilities in a satisfactory manner and said personnel shall be adequately supervised. The operating hours for the hourly parking facility shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays recognized by Watauga County. McLaurin staff is to regularly monitor the parking lot.
3. MANAGEMENT STAFF: McLaurin agrees to provide sufficient management staff who will supervise the operation of the parking lot and ensure that the following services are provided by McLaurin:

A. COUNTY LIBRARY LOT:

1. Monitoring of the entire public parking lot on an hourly basis for each business workday.
2. Citations issued to unauthorized vehicles parking in excess of one hour, and to unauthorized vehicles parked in spaces assigned to library staff.
3. Management of the towed or impounded vehicle procedures.
4. Communication with the owners of the towed or impounded vehicles.

For these services McLaurin will charge and receive an annual fee of \$4,224.00 prorated monthly in installments of \$352.00 and payable quarterly.

B. COURTHOUSE COMPLEX LOT:

1. Monitoring of the lots two (2) times daily.
2. Citations issued to illegally parked vehicles, i.e. parked in fire lanes or no-parking areas, double-parked, in handicapped spaces with no handicapped tag or other accepted indication.
3. As needed upon notification from the County.

For these services, McLaurin will charge and receive an annual fee of \$4,800.00 prorated monthly in installments of \$400.00 and payable quarterly.

C. HUMAN SERVICES CENTER, HEALTH DEPARTMENT, WEST ANNEX, AS NEEDED GINN LOT: Citations issued to illegally parked vehicles, i.e. parked in fire lanes or no-parking areas, double-parked, in handicapped spaces with no handicapped tag or other accepted indication.D. COLLECTION LETTERS: McLaurin will notify violators by mail that payment is due. For the services McLaurin will charge and receive \$6.50 per letter, payable quarterly to cover the cost of postage, paper supplies, and time involved processing payment.

4. ORDINANCE: Parking management shall be pursuant to the attached Parking Lot Ordinance of Watauga County, NC and the attendant Watauga County Parking Lot Penalty Schedule and Parking Enforcement Policy.
5. CLEANING AND MAINTENANCE. The County shall be solely responsible for cleaning and maintaining the parking areas, including snow removal.
6. SUPPLIES: McLaurin will furnish all paper supplies, such as motorist notification and reporting paper. The County will be responsible for the cost of parking citations.
7. PUBLIC RELATIONS. The County and McLaurin recognize that the operations of the parking area must be accomplished in a satisfactory manner so as to engender good public relations for the County, and all of McLaurin employees shall be properly dressed, easily identified as McLaurin Employees, and friendly and courteous to all those using said parking facilities.

8. SIGNS: The County is responsible for the cost of signs necessary for the parking operation. The County may instruct McLaurin to secure signs with prior approval.
9. LIABILITY INSURANCE: McLaurin agrees to obtain liability insurance covering the following items:
 - A. Full and unlimited Statutory Worker's Compensation including Employer's Liability with a limit of not less than \$500,000.00
 - B. Comprehensive General Liability and Property Liability Insurance in the amount of \$500,000.00 bodily injury or death per incident and \$100,000.00 property damage per incident.
 - C. Garage Keeper's Excess Specified Perils insurance including fire, explosion, vehicular theft, vandalism, and malicious mischief in the amount of \$1,000,000.00. Said insurance represents excess insurance in the event that the individual in question lacks individual coverage of this type.
 - D. Umbrella Excess Liability insurance in the amount of \$1,000,000.00. Umbrella Excess Liability insurance is insurance over the underlying Comprehensive General liability or Garage Keeper's Excess Specified Perils (a. or b.)
10. ASSIGNMENT AND DEFAULT. The rights and duties under this agreement may not be transferred or assigned in whole or in part without the written consent of both parties, and in the event of bankruptcy, reorganization, or any attempt to make an assignment for the benefit of its creditors by McLaurin, or default by McLaurin, this agreement will immediately terminate at the option of the County, at which time the County shall assume full possession of the parking facilities.
11. REGULATIONS: McLaurin and the County shall comply with all Federal, State and local laws, statutes, ordinances and regulations as applicable to this agreement.
12. MODIFICATION. This Agreement may only be modified by the written mutual consent of McLaurin and the County.
13. DISCRIMINATION. In consideration of the signing of this agreement, the parties hereto for themselves, their agents, officials and employees hereby agree not to discriminate in any manner on the basis of race, color, creed, or national origin with regard to the subject matter of the contract of this agreement, no matter how remote. This provision shall be incorporated into this agreement for the benefit of the County and its residents and may be enforced by action for specific performance, injunctive relief or other remedy as by law provided this provision shall be construed in such a manner as to prevent and eradicate all discrimination based upon race, color, creed, or national origin.

IN WITNESS WHEREOF, the parties have executed this parking management agreement the day and year first above written.

McLaurin Parking Company

By: _____
Stephen B. McLaurin
Vice President

ATTEST:

Reta Jackson
Boone District Manager

By: _____
Chairman

ATTEST:

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AGENDA ITEM 6:**PLANNING AND INSPECTIONS MATTERS*****B. Hwy 421 Underpass Greenway Project Request*****MANAGER'S COMMENTS:**

Mr. Furman will request the Board exempt the environmental assessment process for the 421 underpass greenway project. North Carolina General Statue 143-64.32 allows local governments to exempt projects from the competitive bid process. Federal funds are being utilized for this project and require the use of competitive bidding for services. Federal authorities have given approval for the County to exempt the environmental assessment process for this project.

Blue Ridge Environmental Consultants (BREC) has provided a cost of \$1,000 to conduct the environmental assessment process. The figure is well below the threshold and BREC has a thorough knowledge of the property and awarding the contract to them would expedite the project.

In accordance with NCGS 143-64.31 and 143-64.32, staff would request the Board to exempt the environmental assessment process for the 421 underpass greenway project and award the contract to Blue Ridge Environmental Consultants in the amount of \$1,000 to expedite the project.

Board action is required.

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AGENDA ITEM 7:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

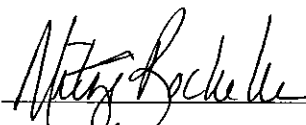
Monthly Collections Report

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 April 2013

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County					
Taxes 2012	\$ 352,374.37	28.25%	\$ 26,934,391.80	96.89%	96.88%
Prior Year Taxes	78,742.51		515,655.71		
Land Fill Fees	23,153.16	20.14%	1,836,921.92	96.07%	96.52%
Green Box Fees	6,970.44	18.14%	503,844.31	95.13%	95.69%
Total County Funds	\$ 461,240.48		\$ 29,790,813.74		
Fire Districts					
Foscoe Fire	\$ 3,747.96	24.03%	\$ 462,875.79	97.65%	97.46%
Boone Fire	14,344.61	37.06%	730,571.29	96.95%	97.12%
Beaver Dam Fire	1,676.19	23.07%	112,298.12	96.06%	95.65%
Stewart Simmons Fire	9,547.31	49.84%	158,222.24	97.37%	94.39%
Zionville Fire	2,029.00	30.34%	108,951.43	95.95%	96.09%
Cove Creek Fire	3,096.65	21.98%	226,387.95	95.61%	95.88%
Shawneehaw Fire	1,845.17	35.34%	93,821.85	97.12%	95.87%
Meat Camp Fire	3,360.71	18.89%	195,017.89	93.70%	95.07%
Deep Gap Fire	4,983.54	23.18%	184,383.73	95.18%	95.72%
Todd Fire	826.66	32.67%	62,841.05	97.46%	96.86%
Blowing Rock Fire	4,762.64	18.46%	461,415.90	96.17%	96.79%
M.C. Creston Fire	311.42	15.44%	5,113.89	83.33%	82.18%
Foscoe Service District	386.56	18.91%	70,519.40	97.78%	98.25%
Beech Mtn. Service Dist.	17.57	11.69%	1,977.02	93.93%	99.92%
Cove Creek Service Dist.	0.00	0.00%	301.10	100.00%	100.00%
Shawneehaw Service Dist	44.44	11.99%	5,232.18	95.11%	96.91%
Blowing Rock Service Di	NA		NA		NA
Total Fire Districts	\$ 50,980.43		\$ 2,879,930.83		
Towns					
Boone	68,126.96	29.05%	5,118,493.88	97.34%	97.01%
Municipal Services	1,279.83	33.39%	117,082.85	98.01%	98.77%
Municipal MV Fee	1,804.89	36.63%	19,202.64	85.27%	83.21%
Blowing Rock	4,592.70	53.24%	41,714.45	90.86%	87.07%
Beech	1,932.93	31.69%	35,983.23	89.34%	81.97%
Seven Devils	841.89	42.30%	12,719.23	90.87%	88.13%
Total Town Taxes	\$ 78,579.20		\$ 5,345,196.28		
Total Amount Collected	\$ 590,800.11		\$ 38,015,940.85		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 7:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1638154 AINSWORTH, CHARLES EDWARD 171 ROCKY MOUNTAIN LN BOONE, NC 28607	MV 2012	29640	04/30/2013			13,695 F02	6.85
	YXM5270			F02		G01	42.87
	REFUND RELEASE PLT TURN-IN				3291		49.72
1539407 BEECH RAINBOWS INC 2 MEANS BLUFF WAY SHELDON, SC 29941	RE 2010	1438902	04/30/2013			109,100 G01	341.48
	1951-40-5237-000			G01			
	REFUND RELEASE INCORRECT TRANSFER				3317		
1539407 BEECH RAINBOWS INC 2 MEANS BLUFF WAY SHELDON, SC 29941	RE 2011	13096	04/30/2013			109,100 G01	341.48
	1951-40-5237-000			C05			
	REFUND RELEASE INCORRECT TRANSFER				3316		
1539407 BEECH RAINBOWS INC 2 MEANS BLUFF WAY SHELDON, SC 29941	RE 2012	13060	04/30/2013			0 G01	341.48
	1951-40-5237-000			C05			
	TAX RELEASES INCORRECT OWNER				3313		
1725226 BETHEL VALLEY FARMS LLC 2700 MIDDLESEX RD ORLANDO, FL 32803	MV 2012	35448	04/30/2013			0 F04	14.69
	XW4371			F04		G01	91.93
	TAX RELEASES duplicate bill				3273		106.62
1737047 BICKEL, DAVID RALPH BICKEL, SANDRA AVERY 119 COLLIER LN BANNER ELK, NC 28604-7394	MV 2012	38628	04/30/2013			0 F08	3.40
	3Y5849			F08		G01	21.28
	TAX RELEASES OUT OF COUNTY - AVERY				3312		24.68
1623017 BLAIR, BARNETT LIPSCOMB 380 BROADSTONE RD APT 1 BANNER ELK, NC 286049870	MV 2012	26424	04/30/2013			0 FS1	6.66
	BRNKBP			FS1		G01	41.66
	TAX RELEASES DUPLICATE - HAD 2 PLTS				3257		48.32
1634064 BLUE RIDGE MOVERS INC 9258-1 HWY 421 ZIONVILLE, NC 28698	PP 2011	3454	04/30/2013			0 G01	12.86
	634064999			F07		F07	2.06
	TAX RELEASES				3258	G01L	1.29
	OUT OF BUSINESS					F07L	.21
							16.42
1634064 BLUE RIDGE MOVERS INC 9258-1 HWY 421 ZIONVILLE, NC 28698	PP 2012	385	04/30/2013			0 G01	10.99
	634064999			F07		F07	1.76
	TAX RELEASES				3259	G01L	1.10
	OUT OF BUSINESS					F07L	.18
							14.03

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 2
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1649818 BROWN, JORDAN TYLER 379 N PINE RUN RD BOONE, NC 286076361	MV 2012	29885	04/30/2013			9,142	F10	4.57
	YZS6623			F10			G01	28.61
	TAX RELEASES TURN IN TAG				3304			33.18
1736297 BUDDY BLACKBURN CONSTRUCT, ION PO BOX 136 DEEP GAP, NC 28618-0136	MV 2012	32847	04/30/2013			0	F10	4.92
	XY6073			F10			G01	30.77
	TAX RELEASES OUT OF COUNTY - ASHE				3353			35.69
1728991 CABLE, NATHANIEL DEXTER 511 WILL GLENN RD SUGAR GROVE, NC 28679-9316	MV 2012	26580	04/30/2013			2,280	F04	1.14
	AEX1173			F04			G01	7.14
	TAX RELEASES TURN IN TAG				3288			8.28
1297332 CLARK, NANNETTE W CLARK, SCOTT M 389 ISAACS BRANCH RD SUGAR GROVE, NC 28679-9685	MV 2012	32960	04/30/2013			5,590	F07	2.80
	XRH3172			F07			G01	17.50
	TAX RELEASES INCORRECT VALUE DUE TO CONDITION OF VEHI				3287			20.30
1030584 COFFEY, ARLIE CLIFFORD 131 BRYAN HOLLOW RD BOONE, NC 28607-8240	MV 2012	35744	04/30/2013			2,700	F09	1.35
	AKN9157			F09			G01	8.45
	TAX RELEASES ADJUST VALUE				3281			9.80
1598615 COLLINS, DANA MARIAN 2020 SORRENTO DR BOONE, NC 28607	MV 2012	35769	04/30/2013			1,000	F02	.50
	SRF8792			F02			G01	3.13
	TAX RELEASES INCORRECT TAX VALUE				3307			3.63
1567031 COOK, DARRYL LEE 533 PINEVIEW DR BOONE, NC 28607	MV 2012	35795	04/30/2013			0	F09	1.71
	MTL1287			F09			G01	10.70
	TAX RELEASES PLT TURNED IN SAME MONTH AS RENEWED				3256			12.41
1603372 CORNECK, IAN CLEMENT 1000 E. KING ST BOONE, NC 28607	MV 2012	38975	04/30/2013			590	C02	2.18
	BFC3887			C02			G01	1.85
	TAX RELEASES TURN IN TAG				3351			4.03
9100576 COX, TONY LEE 4725 ELK CREEK RD DEEP GAP, NC 286189580	MV 2012	15360	04/30/2013			770	F05	.39
	BCE6648			F05			G01	2.41
	TAX RELEASES TURN IN TAG				3272			2.80

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 3
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
25084 CRITES, DAPHNE SUE CORRELL, CARROLL BOSTON 1377 GRANDIFLORA DRIVE LELAND, NC 28451	MV 2012 ZWM3004 TAX RELEASES TURN IN TAG	26875	04/30/2013	FS1	3350	22,300 FS1 G01	11.15 69.80 <hr/> 80.95
1573334 DANCY, RONDA GENE PO BOX 136 ZIONVILLE, NC 286980136	MV 2012 MTL6049 TAX RELEASES PLT TURN-IN	30183	04/30/2013	F06	3274	5,793 F06 G01	2.90 18.13 <hr/> 21.03
1546293 DAVIS, A BRENT DAVIS, PAN M P O BOX 3582 BOONE, NC 28607	RE 2008 1367189 2900-07-3813-000 REFUND RELEASE INSIDE CITY LIMITS NO GB FEE		04/30/2013	F02	3348	0 GB	25.00
1546293 DAVIS, A BRENT DAVIS, PAN M P O BOX 3582 BOONE, NC 28607	RE 2009 1412535 2900-07-3813-000 REFUND RELEASE INSIDE CITY LIMITS NO GB FEE		04/30/2013	C02	3346	0 GB	25.00
1546293 DAVIS, A BRENT DAVIS, PAN M P O BOX 3582 BOONE, NC 28607	RE 2010 1458150 2900-07-3813-000 REFUND RELEASE INSIDE CITY LIMITS		04/30/2013	C02	3345	0 GB	25.00
1546293 DAVIS, A BRENT DAVIS, PAN M P O BOX 3582 BOONE, NC 28607	RE 2011 33287 2900-07-3813-000 REFUND RELEASE INSIDE CITY LIMITS NO GB FEE		04/30/2013	C02	3344	0 GB	25.00
1546293 DAVIS, A BRENT DAVIS, PAN M P O BOX 3582 BOONE, NC 28607	RE 2012 33139 2900-07-3813-000 REFUND RELEASE INSIDE CITY LIMITS SHOULD BE NO GB FEE		04/30/2013	C02	3343	0 GB	25.00
1633026 DEAL CONSTRUCTION CO INC DEAL, WILSON EDWARD PO BOX 462 BLOWING ROCK, NC 286050462	MV 2012 XRH5763 TAX RELEASES PLT TURN-IN	39073	04/30/2013	C02	3364	15,083 C02 G01	55.81 47.21 <hr/> 103.02
1617059 EDSALL, JAMES THOMAS EDSALL, ROBYN SUMNER 131 PHEASANT TRAIL FLEETWOOD, NC 28626	MV 2012 YTF3918 TAX RELEASES OUT OF COUNTY - AVERY/BEECH MNT	39145	04/30/2013	C05	3315	0 C05 G01	86.72 42.41 <hr/> 129.13

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 4
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1628461 EVANS, TIMOTHY JAMES EVANS, MICHELLE GABRELLE 1520 BAMBOO RD BOONE, NC 286076719	MV 2012	15620	04/30/2013			13,740	F02	6.87
	AMX1554			F02			G01	43.01
	TAX RELEASES				3250			
	TURN IN TAG							49.88
1724992 FEAGIN, AMBER KAY FEAGIN, THOMAS ELDRIDGE 117 WHITE OAKS TRL UNIT 1 SATSUMA, FL 32189-2635	MV 2012	23676	04/30/2013			11,566	F10	5.78
	RYP7160			F10			G01	36.20
	TAX RELEASES				3252			
	PLT TURN-IN							41.98
1614409 FLEENOR, JEFFREY HERRON 117 CRANBERRY TRAIL ZIONVILLE, NC 28698	PP 2011	3172	04/30/2013			0	LF	62.00
	614409999			F06			GB	25.00
	TAX RELEASES				3319		F06	.67
	MH ABANDONED UNKNOWN LOCATION OF OWNER						G01	4.19
1614409 FLEENOR, JEFFREY HERRON 117 CRANBERRY TRAIL ZIONVILLE, NC 28698	PP 2012	1297	04/30/2013			0	LF	62.00
	614409999			F06			GB	25.00
	TAX RELEASES				3321		G01	4.07
	MH ABANDONED LOCATION OF OWNER UNKNOWN						F06	.65
							G01L	.41
							F06L	.07
1642202 FOLEY, TYLER WESLEY 5063 MEAT CAMP RD TODD, NC 286849539	MV 2012	36119	04/30/2013			1,717	F09	.86
	AAE9512			F09			G01	5.37
	TAX RELEASES				3360			
	TURN IN TAG							6.23
1624252 FORREST, JOHN CHARLES JR FORREST, MICHELLE HANA 2206 GEORGE HAYES RD BOONE, NC 28607	MV 2012	27254	04/30/2013			4,466	F02	2.23
	ZYD5104			F02			G01	13.98
	TAX RELEASES				3323			
	TURN IN TAG							16.21
1621015 FOWLER, THOMAS C FOWLER, KATHLEEN T 940 NORTHRIDGE DR BOONE, NC 28607	MV 2012	23732	04/30/2013			3,433	F02	1.72
	W000IC			F02			G01	10.75
	REFUND RELEASE				3303			
	PLT TURN-IN							12.47
1511187 FRAZIER, HAROLD N JR FRAZIER, MARTHA G 331 BLAIRMONT DR BOONE, NC 28607	MV 2012	27279	04/30/2013			1,663	C02	6.15
	AEW8453			C02			G01	5.21
	TAX RELEASES				3370			
	PLT TURN-IN							11.36

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 5
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1612885 FURMAN, RENEE MATTRAW 471 HAWKS NEST DR BOONE, NC 286077439	MV 2012	39255	04/30/2013			9,755	C02	36.09
	TYF9672			C02			G01	30.53
	TAX RELEASES				3362			
	PLT TURN-IN							66.62
1622012 GORDON, NOAH O GORDON, LAURA RAGAN 5941 HOWARDS CREEK RD BOONE, NC 28607	MV 2012	19830	04/30/2013			1,302	F07	.65
	DW3040			F07			G01	4.08
	REFUND RELEASE				3372			
	TURN IN TAG							4.73
1595909 GREENE, RICHARD 3707 BIG HILL RD TODD, NC 28684	RE 2009	1424057	04/30/2013			0	G01	177.16
	2933-06-6351-001			F11			F11	28.30
	TAX RELEASES				3276		LF	62.00
	BANK TOOK OVER. SOLD PER LW						GB	25.00
1595909 GREENE, RICHARD 3707 BIG HILL RD TODD, NC 28684	RE 2010	1469714	04/30/2013			0	G01	177.16
	2933-06-6351-001			F11			F11	28.30
	TAX RELEASES				3293		LF	62.00
	BANK TOOK OVER. SOLD PER LW						GB	25.00
1595909 GREENE, RICHARD 3707 BIG HILL RD TODD, NC 28684	RE 2011	45546	04/30/2013			0	F11	39.62
	2933-06-6351-001			F11			G01	177.16
	TAX RELEASES				3294		GB	25.00
	BANK TOOK OVER. SOLD PER LW						SWF	62.00
1595909 GREENE, RICHARD 3707 BIG HILL RD TODD, NC 28684	RE 2012	45484	04/30/2013			0	F11	39.62
	2933-06-6351-001			F11			G01	177.16
	TAX RELEASES				3295		GB	25.00
	BANK TOOK OVER. SOLD PER LW						SWF	62.00
1557688 HALLMARK, ALEXANDER MICHAEL 155 RANKIN RD BLOWING ROCK, NC 28605	MV 2012	30635	04/30/2013			0	C03	58.80
	BFE7919			C03			G01	65.73
	TAX RELEASES				3271			
	DUPLICATE - 2 DIFFERENT PLTS ISSUED							124.53
1580819 HAYES, SCOTT LEN 661 WILL ISAACS RD ZIONVILLE, NC 286989052	MV 2012	20086	04/30/2013			0	F06	6.08
	JTSNERS			F06			G01	38.06
	TAX RELEASES				3261			
	DUPLICATE PLATES OVERLAPPING PLATES							44.14

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 6
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1580819 HAYES, SCOTT LEN 661 WILL ISAACS RD ZIONVILLE, NC 286989052	MV 2012	16076	04/30/2013			0	F06	6.08
	TB46319			F06			G01	38.06
	TAX RELEASES DUPLICATE, OVERLAPPING PLATES				3263			44.14
1729875 HEBRON COLONY MINISTRIES 356 OLD TURNPIKE RD BOONE, NC 28607-7387	MV 2012	36464	04/30/2013			0	F01	1.52
	XPS7392			F01			G01	9.48
	TAX RELEASES EXEMPT				3363			11.00
1632475 HELMS, LESLIE AMOS 276 WATAUGA VILLAGE DR STE H307 BOONE, NC 286075261	MV 2012	36469	04/30/2013			0	F02	9.29
	WSA9685			F02			G01	58.16
	TAX RELEASES OUT OF COUNTY - IREDELL				3331			67.45
1645582 HEROD, SCOTT 10434 NC HIGHWAY 194 N TODD, NC 286849564	MV 2012	36490	04/30/2013			6,765	F11	4.74
	XPT1480			F11			G01	21.17
	TAX RELEASES PLATE TURN-IN				3260			25.91
1630802 HICE, CHRISTOPHER PATTON 211- B KELLWOOD DRIVE BOONE, NC 286077770	MV 2012	36494	04/30/2013			0	F02	3.32
	WYM2249			F02			G01	20.78
	TAX RELEASES INCORRECT COUNTY				3255			24.10
1735438 HIGH COUNTRY COMMUNITY HE, ALTH PO BOX 2490 BOONE, NC 28607-2490	MV 2012	30861	04/30/2013			0	F02	14.63
	BFD8404			F02			G01	91.58
	TAX RELEASES EXEMPT				3251			106.21
9201316 HOLLAR, THOMAS ELLARD 190 PREACHER BILLINGS RD BANNER ELK, NC 28604	MV 2012	30905	04/30/2013			640	F01	.32
	XPS6193			F01			G01	2.00
	TAX RELEASES TURN IN TAG				3282			2.32
1641142 HOLLOMAN, STEVEN PARKER 158 RHODODENDRON DR BEECH MOUNTAIN, NC 286048175	MV 2012	39636	04/30/2013			0	C05	60.03
	ZRX3106			C02			G01	29.36
	TAX RELEASES INCORRECT FIRE DISTRICT-REBILL				3361			89.39
1240373 ISAACS FURNACE COMPANY PO BOX 102 DTS BOONE, NC 28607	RE 2009	1398581	04/30/2013			0	G01	42.57
	1982-66-3732-001			F07			F07	6.80
	TAX RELEASES BUIDING SOLD BACK TO LANDOWNER IN 2008				3355			49.37

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 7
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1240373 ISAACS FURNACE COMPANY PO BOX 102 DTS BOONE, NC 28607	RE 2010	1444126	04/30/2013			0 G01	42.57
				F07		F07	6.80
	TAX RELEASES				3356		
							49.37
1240373 ISAACS FURNACE COMPANY PO BOX 102 DTS BOONE, NC 28607	RE 2011	18574	04/30/2013			0 F07	6.80
				F07		G01	42.57
	TAX RELEASES				3357		
							49.37
1240373 ISAACS FURNACE COMPANY PO BOX 102 DTS BOONE, NC 28607	RE 2012	18512	04/30/2013			0 F07	6.80
				F07		G01	42.57
	TAX RELEASES				3358		
							49.37
1536373 JOHNSON, ADAM BARRETT 186 WESTSIDE DRIVE BOONE, NC 28607	MV 2012	24374	04/30/2013			688 C02	2.55
				C02		G01	2.15
	REFUND RELEASE				3280		
							4.70
1613820 JOHNSON, WILLIS ADAM JOHNSON, HOLLY TINA TOWNSEND 3502 PEORIA RD SUGAR GROVE, NC 286799588	MV 2012	33867	04/30/2013			0 F04	.43
				F04		G01	2.69
	TAX RELEASES				3299		
							3.12
1615022 JONES, CYNTHIA JEAN PO BOX 242 BOONE, NC 28607	MV 2012	33877	04/30/2013			3,430 F09	1.72
				F09		G01	10.74
	TAX RELEASES				3329		
							12.46
1721872 KILKELLY CABINS LLC 3647 JAKE MOUNTAIN RD BOONE, NC 28607	PP 2012	2154	04/30/2013			0 C02	173.76
				F02			
	TAX RELEASES				3306		
1570390 KRAUSE, DIRK JOSEPH 327 CHASE HILL DR BOONE, NC 286077915	PP 2012	2187	04/30/2013			0 G01	7.07
				C02		C02	8.36
	TAX RELEASES				3300		
							15.43
1566051 LAFON, DEBORAH JEANNE PO BOX 18082 ASHEVILLE, NC 288140082	MV 2012	33966	04/30/2013			350 F01	.18
				F01		G01	1.10
	TAX RELEASES				3248		
							1.28

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 8
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1566051 LAFON, DEBORAH JEANNE PO BOX 18082 ASHEVILLE, NC 288140082	MV 2012	33966	04/30/2013			0 F01	.15
	CZK4372			F01		G01	.93
	TAX RELEASES 2012 IS PD IN FULL				3249		1.08
1648811 LANSCH, EDMUND RYAN 5111 MORTON RD NEW BERN, NC 285625037	MV 2012	33979	04/30/2013			0 F02	3.44
	XYA2969			F02		G01	21.50
	TAX RELEASES OUT OF COUNTY - CRAVEN				3349		24.94
1612603 LAW OFFICE OF CAMERON FERGUSON 136 N WATER ST BOONE, NC 28607	MV 2010	1453679	04/30/2013			0 G01	92.62
	ZWF6925			C02		C02	109.48
	TAX RELEASES OUT OF COINTY - AVERY				3365	CF2	5.00
							207.10
1612603 LAW OFFICE OF CAMERON FERGUSON 136 N WATER ST BOONE, NC 28607	MV 2011	16397	04/30/2013			0 C02	101.90
	ZWF6925			C02		CF2	5.00
	TAX RELEASES OUT OF COUNTY - AVERY				3366	G01	86.20
							193.10
1729025 LITTLE, EMILY NICHOLE 711 BROWNS CHAPEL RD BOONE, NC 28607-8108	MV 2012	31210	04/30/2013			4,071 F02	2.04
	AHA4953			F02		G01	12.74
	TAX RELEASES PLT TURN-IN				3367		14.78
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2006	1250642	04/30/2013			0 LF	60.00
	1887-63-3739-000			F12		GB	25.00
	TAX RELEASES REMOVE LF & GB FEE PER LARRY				3381		85.00
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2007	1294103	04/30/2013			0 LF	60.00
	1887-63-3739-000			F12		GB	25.00
	TAX RELEASES REMOVE LF & GB PER LARRY				3380		85.00
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2008	1338624	04/30/2013			0 LF	62.00
	1887-63-3739-000			F12		GB	25.00
	TAX RELEASES REMOVE LF & GB FEE PER LARRY				3379		87.00
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2009	1383758	04/30/2013			0 LF	62.00
	1887-63-3739-000			F12		GB	25.00
	TAX RELEASES REMOVE LF & GB PER LARRY				3376		87.00

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 9
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2010 1887-63-3739-000 TAX RELEASES REMOVE LF & GB PER LARRY	1429234	04/30/2013	F12	3375	0 LF GB	62.00 25.00 <hr/> 87.00
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2011 1887-63-3739-000 TAX RELEASES REMOVE LF & GB PER LARRY	3097	04/30/2013	F12	3374	0 GB SWF	25.00 62.00 <hr/> 87.00
1099944 LUTTRELL, DALE 132 COLLINS STORE RD BLOWING ROCK, NC 28605	RE 2012 1887-63-3739-000 TAX RELEASES REMOVE LF & GB PER LARRY	3053	04/30/2013	F12	3373	0 GB SWF	25.00 62.00 <hr/> 87.00
1627804 LYDA, JAMES VERNON JR 167 PERRY ST BOONE, NC 286078501	MV 2012 AEL1184 TAX RELEASES OUT OF COUNTY - LINCO COUNTY	37006	04/30/2013	C02	3265	0 C02 CF2 G01	43.99 5.00 37.22 <hr/> 86.21
1500731 MAST, WILLIAM RONALD 203 MITCHELL LANE ZIONVILLE, NC 28698-	MV 2012 AB60965 REFUND RELEASE INCORRECT TAX VALUE	37071	04/30/2013	F06	3286	700 F06 G01	.35 2.19 <hr/> 2.54
1616333 MCCOLLUM, PATRICIA RHODES 355 PEACOCK DR BLOWING ROCK, NC 28605	MV 2011 TB17573 TAX RELEASES 3 DIFFERENT PLTS 3 BILLS	39731	04/30/2013	F02	3283	0 F02 G01	5.17 40.47 <hr/> 45.64
1616333 MCCOLLUM, PATRICIA RHODES 355 PEACOCK DR BLOWING ROCK, NC 28605	MV 2011 VSX7254 TAX RELEASES 3 DIFFERENT PLTS - 3 BILLS	27433	04/30/2013	C03	3284	0 C03 G01	36.20 40.47 <hr/> 76.67
1605418 MCGUIRE, ANGELA CANNON 1973 BROADSTONE RD BANNER ELK, NC 28604	MV 2012 RYK5276 TAX RELEASES ADJUST VALUE	37122	04/30/2013	F01	3301	810 F01 G01	.41 2.54 <hr/> 2.95
1440924 MILLER, ROBERT FRANKLIN 1173 HOWARDS CREEK RD BOONE, NC 28607	MV 2012 XYC2644 REFUND RELEASE PLT TURN-IN	24865	04/30/2013	F09	3292	395 F09 G01	.20 1.24 <hr/> 1.44

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 10
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1702556 MOUNT VERNON BAPTIST CHUR, CH 3505 BAMBOO RD BOONE, NC 28607-8726	MV 2012 DR2569 TAX RELEASES EXEMPT	40225	04/30/2013	F02	3322	0 F02 G01	1.70 10.64 <hr/> 12.34
1648883 NADEAU, ERYN MARIE 268 CLOUDRISE LN # B BANNER ELK, NC 286047925	MV 2012 BFC3593 TAX RELEASES DUPLICATE BILLS 2 DIFF PLTS	31535	04/30/2013	F07	3290	0 F07 G01	1.47 9.17 <hr/> 10.64
1702489 NEW RIVER LANDSCAPING, BLAKELEY, NORMAN DAVID 1045 APPLE ORCHARD LN BOONE, NC 28607-6198	MV 2011 CE2664 TAX RELEASES PLT TURN-IN	27732	04/30/2013	F09	3285	0 F09 G01	4.54 47.36 <hr/> 51.90
1702415 NEW RIVER LIGHT & POWER C, O PO BOX 1130 BOONE, NC 28607-1130	MV 2012 PJ9518 TAX RELEASES EXEMPT	40277	04/30/2013	C02	3305	0 C02 CF2 G01	105.19 5.00 88.99 <hr/> 199.18
1553030 PARKER, MEGAN RENEE 481 SAMPSON RD BOONE, NC 286077039	MV 2012 BAX2677 TAX RELEASES TURN IN TAG	9467	04/30/2013	F02	3296	9,180 F02 G01	3.67 28.73 <hr/> 32.40
1445741 POOLE, LLOYD EUGENE LORETTA SUE POOLE 222 SNOWY OAK RD BOONE, NC 28607	MV 2012 ZRX3134 TAX RELEASES PLT TURN-IN	37488	04/30/2013	F02	3368	3,457 F02 G01	1.73 10.82 <hr/> 12.55
1736966 PRATHER, RICHARD ELLIS 3144D W BRUSHY FORK RD ZIONVILLE, NC 28698	MV 2012 RZT6815 TAX RELEASES OUT OF COUNTY - ASHE	40505	04/30/2013	F06	3330	0 F06 G01	1.86 11.61 <hr/> 13.47
1556694 PRESNELL, TIMOTHY EARL 1148 ROMINGER RD BANNER ELK, NC 286048318	MV 2012 BCE5935 TAX RELEASES PLT TURN-IN	21414	04/30/2013	F08	3302	5,186 F08 G01	2.59 16.23 <hr/> 18.82
1218643 QUINN, PATRICIA P 619 GRAND BLVD BOONE, NC 286073605	MV 2012 3956BP TAX RELEASES INCORRECT VALUE	40544	04/30/2013	C02	3347	2,860 C02 G01	10.58 8.95 <hr/> 19.53

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 11
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1734516 REED, JOY INSCHO 76 GREEN RIDGE LANE UNIT B BANNER ELK, TX 76101	MV 2012	25342	04/30/2013			0	C05	135.42
	BDC7865			C05			G01	66.23
	TAX RELEASES OUT OF COUNTY - AVERY				3269			201.65
1622369 RICHARDS, MICHAEL COLLIN PO BOX 1833 BLOWING ROCK, NC 28605-1833	MV 2012	34591	04/30/2013			0	F02	7.50
	VYX5401			F02			G01	46.95
	TAX RELEASES DUPLICATE TAX BILL				3289			54.45
1735348 ROMERO, SALVADOR LANDEROS 108 BATTLE CV BOONE, NC 28607-7905	MV 2012	31863	04/30/2013			4,188	F02	2.09
	BFC4004			F02			G01	13.11
	TAX RELEASES PLT TURN-IN				3268			15.20
1580390 ROMINGER, KEVIN WAYNE ROMINGER, LURAY GREENE 315 COWBOY TRL DEEP GAP, NC 286189724	MV 2012	34627	04/30/2013			0	F10	1.50
	ZNN2393			F10			G01	15.48
	TAX RELEASES				3328			16.98
1580390 ROMINGER, KEVIN WAYNE ROMINGER, LURAY GREENE 315 COWBOY TRL DEEP GAP, NC 286189724	MV 2012	34627	04/30/2013			4,200	F10	3.60
	ZNN2393			F10			G01	22.54
	TAX RELEASES TURN IN TAG				3324			26.14
1580390 ROMINGER, KEVIN WAYNE ROMINGER, LURAY GREENE 315 COWBOY TRL DEEP GAP, NC 286189724	MV 2012	34627	04/30/2013			-4,200	F10	-3.60
	ZNN2393			F10			G01	-22.54
	TAX RELEASES TURN IN TAG Reversal of release				3325			-26.14
1627908 SCHLECHT, KATHY JEAN 467 BOULDER CREEK RD LOT 17 BOONE, NC 28607	MV 2012	40666	04/30/2013			25,516	C02	94.41
	BFC5082			C02			G01	79.87
	TAX RELEASES PLT TURN-IN				3352			174.28
1574364 SEAL, JAMES G 18333 102ND WAY S BOCA RATON, FL 33498-1664	RE 2012	34627	04/30/2013			4,200	F02	2.10
	2901-07-4754-000			F02			G01	13.15
	TAX RELEASES				3326			15.25
1574364 SEAL, JAMES G 18333 102ND WAY S BOCA RATON, FL 33498-1664	RE 2012	34627	04/30/2013			-4,200	F02	-2.10
	2901-07-4754-000			F02			G01	-13.15
	TAX RELEASES Reversal of release				3327			-15.25

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 12
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1518407 SHERRILL, TANYA M. SHERRILL, TANYA M. PO BOX 3511 CIRCLE OAK ROAD BOONE, NC 286070811	MV 2012	37824	04/30/2013			0 F02	1.40
	WPY1894			F02		G01	8.76
	TAX RELEASES DUPLICATE BILL				3308		10.16
1518407 SHERRILL, TANYA M. SHERRILL, TANYA M. PO BOX 3511 CIRCLE OAK ROAD BOONE, NC 286070811	MV 2012	37826	04/30/2013			0 F02	1.46
	WPY1894			F02		G01	9.14
	TAX RELEASES DUPLICATE				3309		10.60
1518407 SHERRILL, TANYA M. SHERRILL, TANYA M. PO BOX 3511 CIRCLE OAK ROAD BOONE, NC 286070811	MV 2012	37821	04/30/2013			0 F02	1.40
	WPY1895			F02		G01	8.76
	TAX RELEASES DUPLICATE				3310		10.16
1518407 SHERRILL, TANYA M. SHERRILL, TANYA M. PO BOX 3511 CIRCLE OAK ROAD BOONE, NC 286070811	MV 2012	37825	04/30/2013			0 F02	3.12
	WPY1895			F02		G01	19.50
	TAX RELEASES DUPLICATE				3311		22.62
1633875 SHORTRIDGE, JASON ANDREW 283 WILL-JC PARDUE RD ZIONVILLE, NC 28698	MV 2012	6278	04/30/2013			0 F12	.42
	YTB9246			F12		G01	2.60
	REFUND RELEASE PLT TURN-IN				3298		3.02
1619943 SMITH-JOHNSON, ZACHARY DAVID 132 BLOOMING BRANCH LN BOONE, NC 286079325	MV 2012	6346	04/30/2013			6,280 F09	1.88
	ZWF9444			F09		G01	19.66
	TAX RELEASES				3377		21.54
1643566 SOKOLNICKI, RICHARD SOKOLNICKI, KRISTEN M PO BOX 1895 BLOWING ROCK, NC 28605	PP 2012	3435	04/30/2013			0 G01	57.06
	676			C03			
	TAX RELEASES NOT A RENTAL UNIT				3318		
1736610 SORROW, AMANDA COOK 381 DOGWOOD RD BANNER ELK, NC 28604-9234	MV 2012	37899	04/30/2013			0 F01	3.77
	BDN9316			F01		G01	23.60
	TAX RELEASES OUT OF COUNTY - AVERY				3264		27.37
1650649 STOLL, SHARON LEIGH PO BOX 88 BOONE, NC 28607	MV 2012	37954	04/30/2013			2,055 F02	1.03
	8510AT			F02		G01	6.43
	TAX RELEASES plt turn-in				3266		7.46

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 13
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1535123 SUDDERTH, JOHN WESLEY PO BOX 882 BLOWING ROCK, NC 28605-0882	MV 2012	29107	04/30/2013			646	C03	1.81
	RYK4185			C03			G01	2.02
	REFUND RELEASE PLT TURN-IN				3297			3.83
1650652 SUMLER, CRYSTAL LYNN PO BOX 1297 BOONE, NC 286071297	MV 2012	37983	04/30/2013			0	C02	30.64
	XPX1273			C02			CF2	5.00
	TAX RELEASES INCORREC5T SITUS FIRE DISTRICT				3267		G01	25.92
								61.56
1527616 THOMPSON, ANN HEWITT 157 RIVER WAY BOONE, NC 28607	MV 2012	38071	04/30/2013			15,000	F01	7.50
	XZP5326			F01			G01	46.95
	TAX RELEASES TURN IN TAG				3277			54.45
1527616 THOMPSON, ANN HEWITT 157 RIVER WAY BOONE, NC 28607	MV 2012	38071	04/30/2013			-15,000	F01	-7.50
	XZP5326			F01			G01	-46.95
	TAX RELEASES TURN IN TAG Reversal of release				3278			-54.45
1527616 THOMPSON, ANN HEWITT 157 RIVER WAY BOONE, NC 28607	MV 2012	38071	04/30/2013			14,200	F01	7.10
	XZP5326			F01			G01	44.45
	TAX RELEASES TURN IN TAG				3279			51.55
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32218	04/30/2013			0	F12	5.94
	69622T			F12			G01	37.18
	TAX RELEASES EXEMPT				3334			43.12
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32219	04/30/2013			0	C03	10.08
	69626T			C03			G01	11.27
	TAX RELEASES EXEMPT				3335			21.35
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32216	04/30/2013			0	C03	4.87
	69628T			C03			G01	5.45
	TAX RELEASES EXEMPT				3332			10.32
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32226	04/30/2013			0	F12	5.75
	69630T			F12			G01	35.96
	TAX RELEASES EXEMPT				3342			41.71

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 14
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32224	04/30/2013			0 F12	5.67
	69634T			F12		G01	35.49
	TAX RELEASES EXEMPT				3340		41.16
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32223	04/30/2013			0 C03	40.46
	69640T			C03		G01	45.23
	TAX RELEASES EXEMPT				3339		85.69
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32220	04/30/2013			0 F12	5.94
	69642T			F12		G01	37.18
	TAX RELEASES EXEMPT				3336		43.12
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32217	04/30/2013			0 C03	4.12
	69643T			C03		G01	4.60
	TAX RELEASES EXEMPT				3333		8.72
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32222	04/30/2013			0 C03	40.46
	69645T			C03		G01	45.23
	TAX RELEASES EXEMPT				3338		85.69
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32221	04/30/2013			0 F12	8.38
	69648T			F12		G01	52.46
	TAX RELEASES EXEMPT				3337		60.84
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2012	32225	04/30/2013			0 F12	14.65
	69651T			F12		G01	91.68
	TAX RELEASES EXEMPT				3341		106.33
1557944 TRIVETTE, MARVIN DAVID TRIVETTE, MARY ACCETTA 4134 ANDY HICKS RD BANNER ELK, NC 286049209	MV 2012	40971	04/30/2013			906 F08	.45
	YTB8823			F08		G01	2.84
	TAX RELEASES TURN IN TAG				3378		3.29
1557944 TRIVETTE, MARVIN DAVID TRIVETTE, MARY ACCETTA 4134 ANDY HICKS RD BANNER ELK, NC 286049209	MV 2012	40971	04/30/2013			1,812 F08	.91
	YTB8823			F08		G01	5.67
	TAX RELEASES TURN IN TAG				3382		6.58

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 15
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1639739 TURNER, CATHERINE ELIZABETH 136 MOUNTAINEER DR APT G78 BOONE, NC 286074009	MV 2012	38142	04/30/2013			7,820	C02	28.93
	YTB8606			C02			G01	24.48
	TAX RELEASES				3275			
	INCORRECT TAX VALUE BILL OF SALE							53.41
1457928 WARD, DONNIE DEAN 2438 KELLERSVILLE RD BANNER ELK, NC 286049356	MV 2012	41054	04/30/2013			1,858	F04	.93
	MTL1838			F04			G01	5.82
	TAX RELEASES				3359			
	PLT TURN-IN							6.75
1239508 WATSON, JOHNNY LYNN 2690 ROMINGER RD BANNER ELK, NC 28604	MV 2012	14368	04/30/2013			211	F08	.11
	BL2008			F08			G01	.66
	REFUND RELEASE				3314			
	PLT TURN-IN							.77
1632719 WELLENSTEIN, BRAD MORGAN 278 OWENS DR BOONE, NC 286074444	MV 2012	38297	04/30/2013			1,800	C02	6.66
	XPS7567			C02			G01	5.63
	TAX RELEASES				3262			
								12.29
1609603 WILLIAMS, CECILIA ARLINE 3425 CLEGG DR SPRING FIELD, TN 371742828	MV 2012	29501	04/30/2013			0	F11	5.85
	BCE8284			F11			G01	26.17
	TAX RELEASES				3254			
	TRIPLE BILL FOR DIFFERENT PLT							32.02
1609603 WILLIAMS, CECILIA ARLINE 3425 CLEGG DR SPRING FIELD, TN 371742828	MV 2012	32466	04/30/2013			0	F11	6.42
	TB46390			F11			G01	28.70
	TAX RELEASES				3253			
	DUPLICATE							35.12
1649026 WILLIAMSON, HARRISON HICKS JR WILLIAMSON, AUSTIN KEOUGH PO BOX 2290 BLOWING ROCK, NC 286052290	MV 2012	22438	04/30/2013			8,226	F12	4.11
	5E27BP			F12			G01	25.75
	REFUND RELEASE				3320			
	PLT TURN-IN							29.86
1641330 WILLIAMSON, LAURA ELLEN 151 GREEN BRIAR LN APT 1 BOONE, NC 286077394	MV 2009	1396158	04/30/2013			0	G01	13.24
	TA26950			F02			F02	1.69
	TAX RELEASES				3354			
	TEMP PLT OVERLAPPED REG PLT							14.93
1646152 WILSON, ERIC FLETCHER 164 MARGOT RD BOONE, NC 28607	MV 2012	38373	04/30/2013			0	F02	4.51
	1687FW			F02			G01	28.23
	TAX RELEASES				3270			
	100% MILITARY DE-PLOYED							32.74

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 16
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1633965 YOUNG, MATTHEW BRUCE 429 MOUNTAIN TOP LN SUGAR GROVE, NC 286799722	MV 2012	32565	04/30/2013			2,478	F07	1.24
	CE2478			F07			G01	7.76
	REFUND RELEASE TURN IN TAG				3369			9.00
1592229 ZIMMERMAN, MICHAEL STEVEN 747 ROCKY CREEK RD BOONE, NC 286078905	MV 2012	41252	04/30/2013			2,966	F02	1.48
	BFC5029			F02			G01	9.28
	TAX RELEASES PLT TURN-IN				3371			10.76
DETAIL SUMMARY	COUNT: 135	RELEASES - TOTAL				464,279		7,584.26

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 17
tncraprt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2006	RE	GB	GREEN BOX RE	25.00
2006	RE	LF	SOLID WASTE RE	60.00
			2006 TOTAL	85.00
2007	RE	GB	GREEN BOX RE	25.00
2007	RE	LF	SOLID WASTE RE	60.00
			2007 TOTAL	85.00
2008	RE	GB	GREEN BOX RE	50.00
2008	RE	LF	SOLID WASTE RE	62.00
			2008 TOTAL	112.00
2009	RE	F07	COVE CREEK FIRE RE	6.80
2009	RE	F11	TODD FIRE RE	28.30
2009	RE	G01	WATAUGA COUNTY RE	219.73
2009	RE	GB	GREEN BOX RE	75.00
2009	RE	LF	SOLID WASTE RE	124.00
2009	MV	F02	BOONE FIRE MV	1.69
2009	MV	G01	WATAUGA COUNTY MV	13.24
			2009 TOTAL	468.76
2010	RE	F07	COVE CREEK FIRE RE	6.80
2010	RE	F11	TODD FIRE RE	28.30
2010	RE	G01	WATAUGA COUNTY RE	561.21
2010	RE	GB	GREEN BOX RE	75.00
2010	RE	LF	SOLID WASTE RE	124.00
2010	MV	C02	BOONE MV	109.48
2010	MV	CF2	BOONE MV FEE	5.00
2010	MV	G01	WATAUGA COUNTY MV	92.62
			2010 TOTAL	1,002.41
2011	RE	F07	COVE CREEK FIRE RE	6.80
2011	RE	F11	TODD FIRE RE	39.62
2011	RE	G01	WATAUGA COUNTY RE	561.21
2011	RE	GB	GREEN BOX RE	75.00
2011	RE	SWF	SOLID WASTE FEE	124.00
2011	PP	F06	ZIONVILLE FIRE PP	.67
2011	PP	F07	COVE CREEK FIRE PP	2.06
2011	PP	F07L	COVE CREEK FIRE LATE LIST	.21
2011	PP	G01	WATAUGA COUNTY PP	17.05
2011	PP	G01L	WATAUGA COUNTY LATE LIST	1.29
2011	PP	GB	GREEN BOX PP	25.00
2011	PP	LF	SOLID WASTE PP	62.00
2011	MV	C02	BOONE MV	101.90
2011	MV	C03	BLOWING ROCK MV	36.20
2011	MV	CF2	BOONE MV FEE	5.00
2011	MV	F02	BOONE FIRE MV	5.17
2011	MV	F09	MEAT CAMP FIRE MV	4.54
2011	MV	G01	WATAUGA COUNTY MV	214.50
			2011 TOTAL	1,282.22

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 18
tncraprt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2012	RE	F02	BOONE FIRE RE	.00
2012	RE	F07	COVE CREEK FIRE RE	6.80
2012	RE	F11	TODD FIRE RE	39.62
2012	RE	G01	WATAUGA COUNTY RE	561.21
2012	RE	GB	GREEN BOX RE	75.00
2012	RE	SWF	SOLID WASTE FEE	124.00
2012	PP	C02	BOONE PP	182.12
2012	PP	F06	ZIONVILLE FIRE PP	.65
2012	PP	F06L	ZIONVILLE FIRE LATE LIST	.07
2012	PP	F07	COVE CREEK FIRE PP	1.76
2012	PP	F07L	COVE CREEK FIRE LATE LIST	.18
2012	PP	G01	WATAUGA COUNTY PP	79.19
2012	PP	G01L	WATAUGA COUNTY LATE LIST	1.51
2012	PP	GB	GREEN BOX PP	25.00
2012	PP	LF	SOLID WASTE PP	62.00
2012	MV	C02	BOONE MV	423.18
2012	MV	C03	BLOWING ROCK MV	160.60
2012	MV	C05	BEECH MOUNTAIN MV	282.17
2012	MV	CF2	BOONE MV FEE	15.00
2012	MV	F01	FOSCOE FIRE MV	13.45
2012	MV	F02	BOONE FIRE MV	81.98
2012	MV	F04	BEAVER DAM FIRE MV	17.19
2012	MV	F05	STEWART SIMMONS FIRE MV	.39
2012	MV	F06	ZIONVILLE FIRE MV	17.27
2012	MV	F07	COVE CREEK FIRE MV	6.16
2012	MV	F08	SHAWNEEHAW FIRE MV	7.46
2012	MV	F09	MEAT CAMP FIRE MV	7.72
2012	MV	F10	DEEP GAP FIRE MV	16.77
2012	MV	F11	TODD FIRE MV	17.01
2012	MV	F12	BLOWING ROCK FIRE MV	50.86
2012	MV	FS1	FOSCOE SERV DIST MV	17.81
2012	MV	G01	WATAUGA COUNTY MV	2,254.74
			2012 TOTAL	4,548.87
			SUMMARY TOTAL	7,584.26

04/30/2013 18:47
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WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 19
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2009	GB GREEN BOX RE	25.00
C02	2010	C02 BOONE MV	109.48
C02	2010	CF2 BOONE MV FEE	5.00
C02	2010	G01 WATAUGA COUNTY MV	92.62
C02	2010	GB GREEN BOX RE	25.00
C02	2011	C02 BOONE MV	101.90
C02	2011	CF2 BOONE MV FEE	5.00
C02	2011	G01 WATAUGA COUNTY MV	86.20
C02	2011	GB GREEN BOX RE	25.00
C02	2012	C02 BOONE MV	431.54
C02	2012	C05 BEECH MOUNTAIN MV	60.03
C02	2012	CF2 BOONE MV FEE	15.00
C02	2012	G01 WATAUGA COUNTY MV	394.44
C02	2012	GB GREEN BOX RE	25.00
C02	TOTAL		1,401.21
C03	2011	C03 BLOWING ROCK MV	36.20
C03	2011	G01 WATAUGA COUNTY MV	40.47
C03	2012	C03 BLOWING ROCK MV	160.60
C03	2012	G01 WATAUGA COUNTY MV	236.59
C03	TOTAL		473.86
C05	2011	G01 WATAUGA COUNTY RE	341.48
C05	2012	C05 BEECH MOUNTAIN MV	222.14
C05	2012	G01 WATAUGA COUNTY MV	450.12
C05	TOTAL		1,013.74
F01	2012	F01 FOSCOE FIRE MV	13.45
F01	2012	G01 WATAUGA COUNTY MV	84.10
F01	TOTAL		97.55
F02	2008	GB GREEN BOX RE	25.00
F02	2009	F02 BOONE FIRE MV	1.69
F02	2009	G01 WATAUGA COUNTY MV	13.24
F02	2011	F02 BOONE FIRE MV	5.17
F02	2011	G01 WATAUGA COUNTY MV	40.47
F02	2012	C02 BOONE PP	173.76
F02	2012	F02 BOONE FIRE MV	81.98
F02	2012	G01 WATAUGA COUNTY MV	518.85
F02	TOTAL		860.16
F04	2012	F04 BEAVER DAM FIRE MV	17.19
F04	2012	G01 WATAUGA COUNTY MV	107.58
F04	TOTAL		124.77
F05	2012	F05 STEWART SIMMONS FIRE MV	.39
F05	2012	G01 WATAUGA COUNTY MV	2.41
F05	TOTAL		2.80

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 20
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F06	2011	F06 ZIONVILLE FIRE PP	.67
F06	2011	G01 WATAUGA COUNTY PP	4.19
F06	2011	GB GREEN BOX PP	25.00
F06	2011	LF SOLID WASTE PP	62.00
F06	2012	F06 ZIONVILLE FIRE MV	17.92
F06	2012	F06L ZIONVILLE FIRE LATE LIST	.07
F06	2012	G01 WATAUGA COUNTY MV	112.12
F06	2012	G01L WATAUGA COUNTY LATE LIST	.41
F06	2012	GB GREEN BOX PP	25.00
F06	2012	LF SOLID WASTE PP	62.00
F06 TOTAL			309.38
F07	2009	F07 COVE CREEK FIRE RE	6.80
F07	2009	G01 WATAUGA COUNTY RE	42.57
F07	2010	F07 COVE CREEK FIRE RE	6.80
F07	2010	G01 WATAUGA COUNTY RE	42.57
F07	2011	F07 COVE CREEK FIRE PP	8.86
F07	2011	F07L COVE CREEK FIRE LATE LIST	.21
F07	2011	G01 WATAUGA COUNTY PP	55.43
F07	2011	G01L WATAUGA COUNTY LATE LIST	1.29
F07	2012	F07 COVE CREEK FIRE PP	14.72
F07	2012	F07L COVE CREEK FIRE LATE LIST	.18
F07	2012	G01 WATAUGA COUNTY PP	92.07
F07	2012	G01L WATAUGA COUNTY LATE LIST	1.10
F07 TOTAL			272.60
F08	2012	F08 SHAWNEEHAW FIRE MV	7.46
F08	2012	G01 WATAUGA COUNTY MV	46.68
F08 TOTAL			54.14
F09	2011	F09 MEAT CAMP FIRE MV	4.54
F09	2011	G01 WATAUGA COUNTY MV	47.36
F09	2012	F09 MEAT CAMP FIRE MV	7.72
F09	2012	G01 WATAUGA COUNTY MV	56.16
F09 TOTAL			115.78
F10	2012	F10 DEEP GAP FIRE MV	16.77
F10	2012	G01 WATAUGA COUNTY MV	111.06
F10 TOTAL			127.83
F11	2009	F11 TODD FIRE RE	28.30
F11	2009	G01 WATAUGA COUNTY RE	177.16
F11	2009	GB GREEN BOX RE	25.00
F11	2009	LF SOLID WASTE RE	62.00
F11	2010	F11 TODD FIRE RE	28.30
F11	2010	G01 WATAUGA COUNTY RE	177.16
F11	2010	GB GREEN BOX RE	25.00
F11	2010	LF SOLID WASTE RE	62.00
F11	2011	F11 TODD FIRE RE	39.62
F11	2011	G01 WATAUGA COUNTY RE	177.16
F11	2011	GB GREEN BOX RE	25.00

04/30/2013 18:47
Larry.Warren

WATAUGA COUNTY
RELEASES - 04/01/2013 TO 04/30/2013

PG 21
tncraprpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F11	2011	SWF SOLID WASTE FEE	62.00
F11	2012	F11 TODD FIRE MV	56.63
F11	2012	G01 WATAUGA COUNTY MV	253.20
F11	2012	GB GREEN BOX RE	25.00
F11	2012	SWF SOLID WASTE FEE	62.00
F11 TOTAL			1,285.53
F12	2006	GB GREEN BOX RE	25.00
F12	2006	LF SOLID WASTE RE	60.00
F12	2007	GB GREEN BOX RE	25.00
F12	2007	LF SOLID WASTE RE	60.00
F12	2008	GB GREEN BOX RE	25.00
F12	2008	LF SOLID WASTE RE	62.00
F12	2009	GB GREEN BOX RE	25.00
F12	2009	LF SOLID WASTE RE	62.00
F12	2010	GB GREEN BOX RE	25.00
F12	2010	LF SOLID WASTE RE	62.00
F12	2011	GB GREEN BOX RE	25.00
F12	2011	SWF SOLID WASTE FEE	62.00
F12	2012	F12 BLOWING ROCK FIRE MV	50.86
F12	2012	G01 WATAUGA COUNTY MV	318.30
F12	2012	GB GREEN BOX RE	25.00
F12	2012	SWF SOLID WASTE FEE	62.00
F12 TOTAL			974.16
FS1	2012	FS1 FOSCOE SERV DIST MV	17.81
FS1	2012	G01 WATAUGA COUNTY MV	111.46
FS1 TOTAL			129.27
G01	2010	G01 WATAUGA COUNTY RE	341.48
G01 TOTAL			341.48
SUMMARY TOTAL			7,584.26

AGENDA ITEM 7:

TAX MATTERS

C. Tax Lien Report

MANAGER'S COMMENTS:

Mr. Warren will review the Tax Lien Report. Board action is requested to accept the report listing delinquent tax bills that are liens on real property and to authorize the advertisement of such liens.

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AGENDA ITEM 8:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY

FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
 FROM: Margaret Pierce, Finance Director
 SUBJECT: Budget Amendments-FY 2012/13
 DATE: April 29, 2013

The following budget amendments require approval of the Watauga County Board of Commissioners:

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103586-332000	Home & Community Block Grant	\$3,302	
105550-429200	POA-Program Supplies		\$3,302

Per Board action 04-16-13 approving the allocation changes due to sequestration reduction.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143300-343101	Claybough Foundation Grant		\$3,000
145310-449905	Adult Services Grant Fund	\$3,000	

Per Board action 04-16-13 accepting the grant award from the Claybough Foundation; in support of the Department of Social Services Adult Services Emergency Fund.

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2014 Capital Improvement Plan (CIP)

MANAGER'S COMMENTS:

The County Manager will present the FY 2014 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Presentation of the Manager's FY 2014 Recommended Budget

MANAGER'S COMMENTS:

The Manager will present his Recommended FY 2014 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled for 4:00 P.M. on Thursday, May 9, 2013, and Monday, May 13, 2013.

The Recommended Budget will be available for public inspection on the County's website, in the County Manager's Office, and at the public libraries located in Boone, Blowing Rock, and the Western Watauga Community Center.

A public hearing will be held on May 21, 2013, at 6:00 P.M. to allow citizen comment on the proposed budget.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Request from Templeton Properties to Exercise Right to Extend the Inspection Period of the Old High School Property for a 60 Day Period

MANAGER'S COMMENTS:

Mr. Allen Moseley on behalf of Templeton Properties, LP, is requesting to extend the inspection period for an additional sixty (60) day period pursuant to paragraph 4(b) of the Purchase and Sale Agreement dated October 26, 2012 and approved by the Commissioners on November 13, 2013. The sixty (60) day extension of the due diligence period will extend the May 12, 2013 expiration date to July 11, 2013.

Board action is requested to grant the additional sixty (60) day extension of the due diligence period with the expiration of the Purchase and Sale Agreement to now be July 11, 2013.

DEAL, MOSELEY & SMITH, LLP

ATTORNEYS AND COUNSELLORS AT LAW
SUITE B, COURTHOUSE KING
870 WEST KING STREET
BOONE, NORTH CAROLINA 28607
Telephone (828) 264-4734

James M. Deal, Jr.
Allen C. Moseley
Claude D. Smith, Jr. *†
Bryan P. Martin

Mailing Address:
Post Office Box 311
Boone, North Carolina 28607

Facsimile (828) 264-3314

* Also Licensed in Georgia
† Certified Mediator

April 17, 2013

Watauga County, North Carolina
c/o Nathan A. Miller, Chairman
of the Watauga County Board of County Commissioners
814 West King Street, Suite 205
Boone, NC 28607

Re: Purchase and Sale Agreement entered into on November 13, 2012, by and between Watauga County as Seller and Templeton Properties, LP as Purchaser

Dear Mr. Miller:

In reference to the above, I am writing to you on behalf of Templeton Properties, LP (Templeton) to inform you that Templeton as purchaser under the Purchase and Sale Agreement is exercising its right to extend the Inspection Period for an additional 60 day period pursuant to paragraph 4(b) of the Purchase and Sale Agreement.

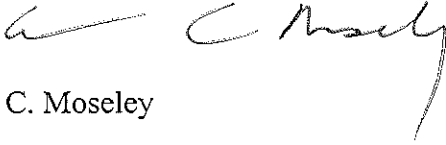
Until the outcome of the ongoing discussions between the Watauga County Commissioners and the Boone Town Council is finally known, Templeton cannot realistically move forward with a development plan for the Property. While we continue to believe that the original plans for the Property will result in its highest and best use, Mr. Templeton is also exploring alternative uses for the Property which may have some merit, and accordingly he is requesting the extension in good faith with the hope that he may be able to purchase the Property.

Please confirm receipt of this letter and please acknowledge your understanding and agreement that the due diligence period shall be extended from May 12, 2013 until July 11, 2013.

Thank you for your consideration.

Very truly yours,

DEAL, MOSELEY & SMITH, LLP

A handwritten signature in black ink, appearing to read "A C Moseley". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Allen C. Moseley

ACM:lc

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Request for Use of Old High School Softball Field

MANAGER’S COMMENTS:

The Watauga Diamonds Girls Fastpitch Softball Team is requesting permission to utilize the old Watauga High School softball field for practice. The group has provided insurance coverage with the County being named an additional insured. The County would have no expenses related to the request. Staff directed the group to seek permission from the current purchaser, Templeton Properties, LP, to use the field. As of the preparation of the Board packet a response was not yet received. Staff anticipates a potential response from Templeton Properties by the May 7, 2013 meeting date.

The Board, contingent upon County Attorney and Templeton Properties approval, is requested to grant permission for the Watauga Diamonds Girls Fastpitch Softball Team to utilize the old Watauga High School softball field for practice.

Staff seeks direction from the Board.

Watauga Diamonds Fastpitch
PO Box 3722
Boone, North Carolina 28607
828-964-3226



Dear Watauga County Commissioners,

The Watauga Diamonds Girls Fastpitch Softball Team respectfully requests the use of the old Watauga High School softball field for practices. We understand that the sale of the old high school property could nullify any permission granted by this board.

The parents and players will maintain the field with no cost to Watauga County. The team has the necessary liability insurance (see attached) to cover our team during games and practices or any team activity.

The Parks and Recreation department has attempted to help with the use of facilities because there are no recreation teams for the age girls that our team serves. The recreation department has many teams and we understand that it is a struggle to find facilities for everyone. Due to the lack of field space in the county, the team is in desperate need of the use of the old high school facility and would appreciate your permission and assistance in this matter.

Thank you,

Ashley Parsons
Ed Price
Alan Hamrick

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Proposed Final Approval of Lease with Watauga County Arts Council

MANAGER'S COMMENTS:

Pursuant to NCGS 160A-272, notice was given and a resolution was adopted at a regular Board of Commissioners meeting on April 16, 2013, of the Board's intention to lease to the Watauga County Arts Council the Old New River Building located at 377 Shadowline Drive, Boone, NC 28607 for a term of two (2) years with automatic ninety (90) day renewals unless either party gives written notice no less than sixty (60) days of its intention not to renew. The rent to be paid is one dollar (\$1) dollar per annum.

The lease was to become effective ten (10) days after the publication of said notice and formal adoption by the Board of Commissioners. The ten (10) day notice has been met and the lease is now ready for formal Board adoption.

Board action is requested to approve the lease as presented.

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, Attorneys at Law, Boone, N. C. 28607

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this ____ day of April, 2013, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and the Watauga County Arts Council, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H :

1. PREMISES: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the entire property located at 377 Shadowline Drive; Boone, NC 28607 including full rights to the use of the parking lot located on the premises as set forth in the deed.

2. ACCEPTANCE OF PROPERTY: Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the

provision for improvements as set forth herein.

3. TERM: This lease shall be for an initial term of two (2) years, commencing on April 16, 2013 and ending on April 15, 2015, and shall automatically renew for successive ninety (90) day periods upon the termination of this term upon the same terms and conditions contained herein unless either party provides to the other not less than sixty (60) days notice that said party intends not to renew the Lease Agreement for any successive terms. However, Lessee shall have the right to terminate the Lease at any time by providing sixty (60) days written notice to Lessor.

4. RENT: The Lessee shall pay to the Lessor, rent for the premises in the amount of one dollar (\$1.00) per year for each of the years under the term of this agreement. For each renewal period following the initial term of this Lease, Lessee shall pay to Lessor rent in the amount of one dollar (\$1.00).

All such payments required under this lease shall be made to Watauga County, c/o Margaret Pierce, Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.

5. USE OF THE PREMISES: Lessee represents and warrants that it is a North Carolina not-for-profit corporation and that its primary purpose is the promotion of art, music, and related educational activities within Watauga County. The Lessor finds that the development and promotion of art, music, and related educational activities is an appropriate community activity which it is authorized to support in accordance with North Carolina law. As such the

premises subject to this agreement shall only be used for activities which are part of the business operation of Lessee including, but not limited to visual art galleries, art and music classes, educational programs, craft enrichment, cultural enrichment programs, meetings, events, and similar activities.

6. INSURANCE: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the

insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.

7. REPAIRS: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessee shall perform any and all necessary maintenance upon the property, including but not limited to maintaining the porch, walkways, parking lot, sideyards, and landscaping.

8. IMPROVEMENTS OF THE PROPERTY: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove any fixtures at the Lessee's cost upon such termination of this lease. Lessee may, prior to the expiration of the Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed on the premises, provided

Lessee repairs all damage to the Premises caused by such removal.

With the written consent of the Lessor which shall not be unreasonably withheld, the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

9. SECURITY DEPOSIT: The Lessor shall not require Lessee to post a security deposit with Lessor during the term of this Lease Agreement.

10. UTILITIES: The Lessee shall pay all charges for gas, electricity, lights, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessee shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease.

11. ASSIGNING AND SUBLETTING: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor

understands and agrees that Lessee will operate programs within the Leased Premises in conjunction with the Appalachian State University Hayes School of Music Community Music School and the Michael Patricelli Craft Enrichment Program, which are specifically approved by the Lessor to conduct programs and other functions as a licensee of the premises, so long as they comply with all terms and conditions of this Agreement.

12. SURRENDER OF THE DEMISED PREMISES: At the expiration of the initial lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term unless neither party has given notice of its intent not to renew the Lease pursuant to Paragraph (3) above. The parties agree and understand that the Lessor has currently determined that the Leased Premises are listed for sale by Lessor and Lessor enters into this Lease pursuant to a finding that it does not have a present need for this location pursuant to N.C. Gen. Stat. §160A-272. Subsequent to the initial lease term, in the event the Lessor receives an Offer to Purchase the premises described herein, it shall utilize the negotiated offer, advertisement, and upset bid method as described in N.C. Gen. Stat. §160A-266. Upon a determination by the Lessor that it intends to accept such an offer, it shall advertise the offer in accordance with applicable law and provide written notice to Lessee and an opportunity to bid upon the property as defined by Statute. In the event the Lessor enters into a contract for the sale of the Leased Premises to a party other than the Lessee, this Lease may be terminated by Lessor in accordance with Paragraph (3) above, at any time subsequent to the initial

lease term. During the initial lease term, Lessor shall not advertise that the property is "for sale" anywhere on the leased premises.

13. DAMAGE OR DESTRUCTION BY FIRE: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within ninety (90) days thereafter, either the Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. CONDEMNATION: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use

of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessee's fixtures or equipment, if a separate award for such items is made.

15. INDEMNITY: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. DAMAGES: If the demised premises shall be deserted or vacated, or

if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than ten (10) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

17. QUIET ENJOYMENT: Lessor covenants that if and so long as Lessee pays the rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always

subject to the provisions of the lease.

18. NOTICE: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE: Watauga County Arts Council, Inc.
 Attn: Cherry Johnson
 Post Office Box 366
 Boone, NC 28607

IF TO LESSOR: Watauga County
 c/o Deron Geouque, Watauga County Manager
 814 West King Street, Suite 205
 Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received three (3) business days after it is deposited in the United States Mail, postage prepaid.

19. MISCELLANEOUS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The parties agree that each party has participated in the drafting and negotiation of this Lease Agreement and that the terms contained herein shall not be construed

against either party. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to be duly executed and sealed, the day and year first above written.

LESSOR:

LESSEE:

_____(SEAL)
Nathan A. Miller, Chairman
Watauga County Board
of Commissioners

_____(SEAL)
Watauga County Arts, Council, Inc.
By: _____
Title: _____

Attest:

Attest:

Anita Fogle, Clerk to the Board

By: _____
Title: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Margaret Pierce
Watauga County Finance Director

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. NC Department of Transportation Request for Public Hearing on their Secondary Roads Program

MANAGER'S COMMENTS:

The Department of Transportation is required to present a Secondary Road Improvement Program to the County each year. The presentation is required to include a public hearing. The Department of Transportation requests that a public hearing and report be scheduled at your May 21, 2013, meeting at 5:30 P.M. After the public hearing, the Board may adopt the plan as presented, recommend changes which are not likely to be considered by NCDOT, or take no action which essentially means NCDOT will proceed forward as is.

Staff seeks direction from the Board.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

G. Proposed Container Site Lease Agreement

MANAGER'S COMMENTS:

Staff will present a request to renew the lease agreement with the Episcopal Diocese of Western North Carolina for the convenience site located on Highway 194 in Valle Crucis. The renewal proposes the same terms as the existing lease and is for a term of twenty (20) years beginning on May 7, 2013 and expiring on May 6, 2033. The County shall pay one hundred dollars (\$100) per month which is the same rate that has been in place for the past twenty (20) years.

Staff would recommend the Board approve the lease with the Episcopal Diocese of Western North Carolina for a twenty (20) year period at a rate of one hundred dollars (\$100) per year.

Board action is requested.

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, _____, by and between EPISCOPAL DIOCESE OF WESTERN NORTH CAROLINA, party of the first part, hereinafter referred to as "Episcopal"; and WATAUGA COUNTY, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter referred to as "County";

WITNESSETH:

That for and in consideration of the rents hereinafter reserved, the covenants, stipulations and agreements herein contained, the said "Episcopal" does hereby demise and lease unto the said "County", and the said "County" does hereby hire and rent from the said "Episcopal", the following described property, lying and being in Watauga Township, Watauga County, North Carolina:

Being a 1.92 acre tract of land, said tract being located in Shawneehaw Township, Watauga County, North Carolina; being located on Highway #194; being bounded by Highway #194, Fred Lusk, and the Episcopal Diocese of Western North Carolina, and being more particularly described as follows: BEGINNING on an existing iron pipe found, said pipe being located South 81 deg. 07 min. West 1538.20 feet from an iron pipe at a cemetery, and South 70 deg. 12 min. East 275.91 feet from an existing iron pipe found; and running thence from the beginning with the line of the Diocese South 70 deg. 12 min. East 30.45 feet to a computed point in the center of Highway #194; running thence with the centerline of Highway #194, South 28 deg. 12 min. West 14.13 feet to a computed point, South 22 deg. 19 min. West 50.67 feet to a computed point; South

20 deg. 44 min. West 40.82 feet to a computed point; South 29 deg. 07 min. West 45.71 feet to a computed point, South 43 deg. 28 min. West 38.48 feet to a computed point, South 50 deg. 53 min. West 46.14 feet to a computed point, South 50 deg. 42 min. West 34.14 feet to a computed point (said point being located South 40 deg. 50 min. East 29.45 feet from an existing iron pipe); South 44 deg. 41 min. West 40.83 feet to a computed point, South 35 deg. 31 min. West 31.42 feet to a computed point, South 25 deg. 08 min. West 39.03 feet to a computed point, and South 15 deg. 34 min. West 20.85 feet to a computed point; running thence with the Lusk line North 86 deg. 02 min. West 30.00 feet to a new iron pipe set and North 86 deg. 02 min. West 122.45 feet to a new iron pipe set; running thence with the line of the Diocese North 00 deg. 24 min. West 283.37 feet to a new iron pipe (said pipe being located South 00 deg. 24 min. East 49.83 feet from an existing iron pipe); and North 83 deg. 00 min. East 348.41 feet to the point of BEGINNING, containing 1.92 acres as surveyed by O. Wayne Green, Registered Land Surveyor, #L-2885, in Job Number 90027.

For a term of twenty (20) years, beginning on the 1st day of _____, 2013, and ending on the ____ day of _____, 2033.

The said "County" covenants with said "Episcopal", by their heirs, executors, administrators and assigns, as follows:

1. That said "County" shall pay a cash rental of One hundred and no/100 Dollars (\$100.00) per month, beginning on the ___ day of _____, 2013, and on the 1st day of each month thereafter for an during the term of this lease.

2. That said "County" leases the subject property to be used only for a solid waste container site, and a center for collection of recyclable material, and for no other purposes, and subject property shall be available to the public only as is reasonable necessary for that purpose. County is authorized to

improve, to allow the public to use, and to operate and maintain subject property as a solid waste container site, together with a collection center for recyclable material, but in so doing, County shall arrange that subject property is at all times operated in a safe, sanitary, functionally efficient, and attractive manner, and in compliance with all aesthetic and environmental law. If Episcopal shall believe the County's use of subject property, or any conditions prevailing on subject property, especially in reference to unpleasant or offensive smells, sights, or sounds, is interfering with Episcopal's use of its lands in the Valle Crucis community, including without limitation the Valle Crucis Conference Center ("the Center"), and Episcopal shall make a written complaint to County, then County shall promptly confer with Episcopal in an effort to determine whether the complaint is justified, and if it is justified, to remedy the matter complaint of by modifying its use of subject property; provided, if Episcopal and County can't agree as to whether or not the complaint is justified, the issue to that effect may be referred by either party to a Resident Superior Court Judge of the 24th Judicial District, who shall have full and final authority to determine the issue. Specifically, but without limitation, County shall: (i) Screen subject property from surrounding view by attractive fences, plantings and the like; (ii) develop subject property for efficient public use; (iii) provide adequate equipment; (iv) regularly inspect and maintain subject property according to the material from subject property. County may also use said site as a collection center for recyclable material as provided by this Contract; however, except for the collection of recyclable

material, it is agreed that no processing or other activity shall take place on the subject property involving recyclable material. In no event shall County allow subject property to become a public loitering place, a public nuisance, or a place for the depositing of anything other than solid waste of the type reasonable appropriate for a solid waste container site and recyclable material. County shall actively enforce all ordinances, statutes, regulations, or other laws having to do with solid waste disposal or otherwise applicable to subject property insofar as possible. County shall not allow any unlawful event, process, or condition to occur, develop, or continue on the subject property.

3. That said County, through its Sanitation Department further agrees to provide the Center, without charge:

- (a) One eight-yard dumpster, in the vicinity of its cafeteria, for the collection of solid waste; provided, however, if the reasonable needs of the Center increase to the extent that one eight-yard dumpster is not reasonable sufficient for the Center's needs, County shall provide the Center with a maximum of two (2) eight-yard dumpsters.
- (b) Pick up all solid waste from the dumpsters at the Center's cafeteria, but no less than once, nor more than twice a week.

County's solid waste ordinance rules shall apply to Episcopal as to all other citizens.

4. That said County shall at all times maintain subject property in a good condition, and except as reasonable required to construct the solid waste container site, County shall cause no harm or waste to subject property. When the lease is terminated, County shall, at Episcopal's option, remove all parts,

and/or aspects of the solid waste container site and the collection center for recyclable material, and, further, County shall restore subject property to its natural condition.

5. That County shall have the exclusive use and occupancy of subject property during the tenure of this lease so long as County shall comply with each term or condition of the lease. If County shall not comply with or shall violate any term or condition of the lease, Episcopal shall have the right to give written notice of the non-compliance or violation to County, whereupon County shall have ninety (90) days to cure the non-compliance or violation, but, if County shall not cure the non-compliance or violation within ninety (90) days, Episcopal shall have the right to terminate the lease as of a date specified by Episcopal, whereupon County shall comply with all its obligations regarding termination of the lease, vacate subject property and surrender subject property to Episcopal's exclusive use and occupancy free of obligation to County. The waiver by either party of any non-compliance or violation of this lease shall not be deemed to be a waiver of any subsequent non-compliance or violation of it.

6. That, during the tenure of this lease, said County shall have the exclusive use and occupancy of said premises so long as the said "County" shall comply with the terms of this lease, or until the same shall be terminate by mutual agreement between the parties.

7. That said "Episcopal" covenants with said "County" that said "Episcopal" is seized of said premises in fee, and has the right to lease same.

8. County agrees, to the extent permitted by applicable law, to defend, indemnify and hold harmless Episcopal and/or the Center, their agencies, officers, boards, board members, agents, employees, and other representatives from any and all claims which may arise because of, or which are in any way related to or connected with: (i) this lease; (ii) the subject property; (iii) events or conditions at or concerning the subject property; or (iv) County's use of subject property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, or caused this instrument to be signed by its duly authorized officers this the day and year first above written.

LESSOR:

EPISCOPAL DIOCESE OF WESTERN
NORTH CAROLINA

BY: 
Tom Eshelman, Executive Director

LESSEE:

WATAUGA COUNTY

BY: _____ (SEAL)
Chairman to the Watauga County
Board of Commissioners

ATTEST: _____
Anita Fogle, Clerk to the Board
Of Commissioners

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

Margaret Pierce
Finance Director

STATE OF NORTH CAROLINA

COUNTY OF Carteret

I, Madelyn A. Oliveri, Notary Public, do hereby certify that Tom Eshelman, Executive Director of the Episcopal Diocese of Western North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 8th day of April, 2013.

Madelyn A. Oliveri
Notary Public

My Commission Expires: Aug. 29, 2015



STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, _____, Notary Public, do hereby certify that Anita Fogle personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners for Watauga County, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, and that by authority duly given, and as an act of the said Watauga County, the foregoing instrument was signed in its name by its Chairman to the Board of County Commissioners, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

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AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****H. Discussion of “Our Mother’s Garden” Proposal*****MANAGER’S COMMENTS:**

At a previous Board meeting, Ms. Susan Tumbleston presented a request to construct a mother’s garden on County owned land located between the Lois E. Harrill Senior Center and the Appalachian District Health Department. The proposed garden would include a walking track, a fence, flower beds, raised vegetable gardens, a horseshoe pit, other outdoor recreational options, and a natural play area for children.

As part of the agreement, the Partnership is requesting the County to protect the garden in all future changes to the property by including the garden in the design of any new County projects. Additionally, if the County decides to sell the property, the County would agree to provide notice to the Partnership as well as first refusal rights to purchase the property.

Alternate locations were provided to the Partnership for the garden but the proposed site was preferred. The site proposed has been identified for future expansion of County operation and services.

The Board tabled action until a review of the property could be made. Ms. Tumbleston is requesting a status on the garden. Staff still stands by its earlier recommendation to only allow temporary structures or amenities that can be relocated once the property is needed by the County. The potential exists to incorporate the garden into a future design of a new County building but no guarantees could or should be made since an actual building plan has yet to be created.

Staff seeks direction from the Board.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

I. Change Order Request for the Old Watauga High School

MANAGER'S COMMENTS:

NEO Corporation is requesting a change order to recognize the additional fifty (50) weather days for completion of the contract. The approval of the additional fifty (50) days would extend the contract completion date to June 4, 2013.

Board action is requested to accept the change order as presented.

Old Watauga High School Demolition Change Order #2

Under the terms of the Contract and without invalidating the original provisions thereof, the following change in work is authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown is attached)

- The County will allow fifty (50) weather days for a revised contract completion date of June 4, 2013.

Contract Cost Summary:

1. Original Contract Amount		\$361,750.00
2. Amount of Previous Change Orders		37,338.00
3. Amount of This Change Order	ADD	-0-
4. Revised Contract Total Amount		\$399,088.00

NEO Corporation By: _____ Date: _____

Watauga County By: _____ Date: _____

Date approved by Watauga County Board of Commissioners: _____

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

_____ Date: _____

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS***J. Boards & Commissions***MANAGER'S COMMENTS:**

The Watauga County Library Board has recommended Ms. Tish Rokoske be appointed to fill an unexpired term on the regional Library Board. If appointed, her term will end August 2015.

Biannually, a Jury Commission is empanelled for a two-year term. Of the three member panel, one member is appointed by the Board of Commissioners. The term of Mr. Ted Hagaman expires June 30, 2013. The new term for the appointment will be July 1, 2013, through June 30, 2015.

Three (3) terms will expire in June on the Economic Development Commission; Keith Honeycutt, Mark Harrill and Jeanine Underdown Collins. Members are limited by by-laws to serving two (2) consecutive terms. Mr. Honeycutt and Mr. Harrill have both served the two (2) consecutive terms and are therefore ineligible for re-appointment. Ms. Collins is eligible for re-appointment, and would like to continue to serve.

The above are first readings and, therefore, no action is required at this time.



April 18, 2013

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

Dear Mr. Miller:

At the regular meeting of the Watauga County Library Board on January 3rd, 2013, board members voted unanimously to recommend to Watauga County Commissioners that Tish Rokoske be appointed to the Appalachian Regional Library Board to fill the unexpired term of Hugh Hagaman that will end August, 2015. Hugh Hagaman resigned from the board after the November meeting.

Please approve the recommendation of the library board, and notify Ms. Rokoske and me of her appointment. Thanks to you and all of the commissioners for your continued support of our library.

Tish Rokoske resides at 145 Arbor Lane, Boone, NC 28607

Sincerely,

Monica Caruso
Watauga County Librarian

Cc: Billy Ralph Winkler
Watauga County Library Board Chair

Cc: Jennifer Murray
Interim Director of Appalachian Regional Libraries

Anita.Fogle

From: Dalton, Stephanie N. <Stephanie.N.Dalton@nccourts.org>
Sent: Monday, April 22, 2013 11:06 AM
To: Anita.Fogle
Subject: Jury Commissioner

Anita,

Per our phone call today. The Clerk of Superior Court's office is requesting that the topic of appointing a new jury commissioner for the 2014-2015 Biennium be added to the agenda for the next County Commissioners meeting. The past several years it has been Mr. Ted Hagaman, However, this decision is completely up the Board. I appreciate your time and consideration in this matter.

Thanks again,
Stephanie Dalton

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.

Anita.Fogle

From: Joe Furman
Sent: Thursday, May 02, 2013 10:28 AM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: EDC appointments

Deron,

Terms on the Economic Development Commission expire each June. All terms are for three (3) years. This year, three (3) terms expire – those of Keith Honeycutt, Mark Harrill and Jeanine Underdown Collins. Members are limited by by-law to serving two (2) consecutive terms. Mr. Honeycutt and Mr. Harrill have both served the two (2) consecutive terms and are therefore ineligible for re-appointment. Ms. Collins is eligible for re-appointment, and would like to continue to serve. Please add this to a Commissioners agenda at your earliest convenience. Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

K. Announcements

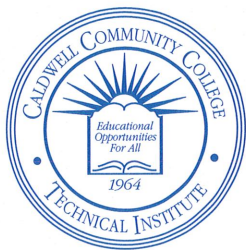
MANAGER'S COMMENTS:

Caldwell Community College and Technical Institute has invited the Board to a joint meeting on Wednesday, May 15, 2013, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Room 112.

Budget Work Sessions are scheduled for Thursday, May 9, and Monday, May 13, 2013; both beginning at 4:00 P.M. The Work Sessions will be held in the Commissioners' Board Room.

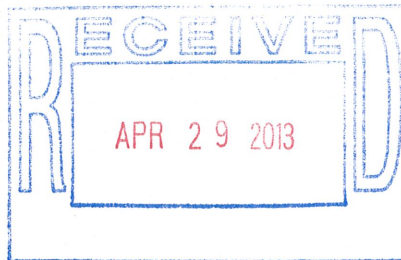
A public hearing is scheduled for May 21, 2013, at 6:00 P.M. to allow citizen comment on the FY 2014 Proposed Budget.

A public hearing is scheduled for May 21, 2013, at 6:00 P.M. to allow citizen comment on the proposed abolishment of the Social Services Board.



Caldwell Community College and Technical Institute

Office of the President



April 24, 2013

Mr. Deron Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees, Watauga County Commissioners and the Watauga Board of Education on Wednesday, May 15, 2013 at 6:00 p.m. at the Watauga Instructional Facility on Hwy 105 By-pass Room 112.

Will you please check the date and time and let my assistant, Donna Church, know either by e-mail: dchurch@cccti.edu or phone: 828-726-2210, if May 15, 2013 at 6:00 p.m. will accommodate the Watauga County Commissioners' schedule.

Sincerely,

Kenneth A. Boham, Ed.D.
President

dlc

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210
Email: kboham@cccti.edu • Fax: 828.726.2300 • www.cccti.edu

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AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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