

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

**TUESDAY, DECEMBER 17, 2013
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 3, 2013, Regular Meeting December 3, 2013, Closed Session		1
	3	APPROVAL OF THE DECEMBER 17, 2013, AGENDA		11
5:35	4	COVE CREEK PRESERVATION AND DEVELOPMENT (CC&PD) REQUEST	MR. JACK SIMPSON	13
5:40	5	NORTH CAROLINA AGRICULTURAL TRUST FUND GRANT REQUEST	MR. BRIAN CHATHAM	31
5:45	6	REQUEST TO ACCEPT ADDITIONAL FY 2014 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) FUNDS/CONTRACT	MS. ANGIE BOITNOTTE	47
5:50	7	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		65
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5:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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6:00	9	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE TOWN OF BEECH MOUNTAIN'S PROPOSED NEW WATER INTAKE ON THE WATAUGA RIVER		143
6:05	10	PUBLIC COMMENT		255
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AGENDA ITEM 2:

APPROVAL OF MINUTES:

December 3, 2013, Regular Meeting
December 3, 2013, Closed Session Minutes

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 3, 2013**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, December 3, 2013, at 8:30 A.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
Stacey "Four" Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 8:30 A.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the November 14, 2013, special meeting minutes (joint meeting with the School Board), November 19, 2013, regular meeting and closed session minutes, and the November 20, 2013, special meeting minutes (joint meeting with the Town of Boone).

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the November 14, 2013, special meeting minutes as presented.

VOTE: Aye-5
Nay-0

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

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the November 20, 2013, special meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy requested that language be added to the November 19, 2013, regular meeting minutes indicating that he had requested a public hearing be held regarding the Town of Beech Mountain's water intake request.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the November 19, 2013, regular meeting minutes as amended.

VOTE: Aye-5
Nay-0

BOARD ORGANIZATIONAL MATTERS

The meeting was turned over to County Manager Geouque for the election of the Chairman of the Watauga County Board of Commissioners.

A. Election of Officers

County Manager Geouque called for nominations for Chairman of the Watauga County Board of Commissioners.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to nominate Commissioner Miller for Chairman.

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

The meeting was then turned over to Chairman Miller.

Chairman Miller called for nominations for Vice-Chairman of the Watauga County Board of Commissioners.

Commissioner Yates, seconded by Chairman Miller, moved to nominate Commissioner Blust for Vice-Chairman.

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

B. Staff Appointments

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to re-appoint Deron Geouque as the County Manager.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to re-appoint Anita Fogle as Clerk to the Board and to re-appoint both Monica Harrison and Tammy Adams as Substitute Clerks to the Board.

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint Eggers, Eggers, Eggers, and Eggers as the Law Firm representing Watauga County as legal counsel for Watauga County including the Watauga County Department of Social Services and their Child Support Enforcement Offices.

Commissioner Kennedy shared concerns of conflicts of interest. Chairman Miller stated that he was impressed with the work provided by the law firm and stated that he did not see a conflict of interest.

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

C. Fidelity Bonds.

The following individual fidelity bonds were presented for approval:

<u>Position</u>	<u>Bond Amount</u>	<u>Statutory Requirement</u>
Finance Director	\$50,000	No less than \$50,000, per NCGS 159-29
Deputy Finance Director (County Manager)	\$50,000	
Tax Collector	\$50,000	Amount considered reasonable by BCC, NCGS 105-349-c
Register of Deeds	\$50,000	At least \$10,000 but no more than \$50,000, NCGS 161-4
Sheriff	\$25,000	Amount considered reasonable by BCC, but no more than \$25,000 max, NCGS 162-8

Vice-Chairman Blust, seconded by Commissioner Yates, moved to approve the individual fidelity bonds as presented.

VOTE: Aye-5
Nay-0

D. Commissioner Appointments to Boards & Commissions

The following Commissioner Board appointments were made by Chairman Miller:

Board/Commission	Member
Appalachian District Health Department	Yates
AppalCART Authority	Blust
Blue Ridge Resource Conservation & Development Area	Blust
Caldwell Community College & Technical Institute - Watauga Advisory Board	Welch
Children's Council/Child Protection Team	Kennedy
Committee of 100	Blust
Cooperative Extension Advisory Leadership Board	Yates
Economic Development Commission (EDC)	Yates
Educational Planning Committee (2 appointees)	Blust & Welch
EMS Advisory Committee	Kennedy
High Country Council of Governments Executive Board Rural Transportation Advisory Committee	Miller
Juvenile Crime Prevention Council (JCPC)	Welch
Library Board	Kennedy
Motor Vehicle Valuation Review Committee	Welch
New River Service Authority Board	Miller
POA Advisory Committee (Home & Community Care Block Grant)	Kennedy
Sheriff's Office Liaison	Kennedy
Smoky Mountain Center Board (LME for Mental Health Services)	Kennedy
Social Services Advisory Board	Miller
Watauga County Fire Commission	Yates
Watauga County Personnel Advisory Committee	Miller
Watauga County Recreation Commission	Welch
Watauga Medical Center Board of Trustees	Miller
Watauga Opportunities, Inc.	Blust
Workforce Development Board (WDB)	Chairman

Vice-Chairman Blust, seconded by Commissioner Welch, moved to accept the appointments as made by Chairman Miller.

VOTE: Aye-5
Nay-0

E. Regular Meeting Schedule

Chairman Miller stated that the Board of Commissioners' regular meetings were currently scheduled for the first Tuesday of each month at 8:30 A.M. and the third Tuesday of each month at 5:30 P.M.

Commissioner Yates, seconded by Commissioner Kennedy, moved to retain the regular meeting schedule for the Watauga County Board of Commissioners as follows: the first Tuesday of each month at 8:30 A.M. and the third Tuesday of each month at 5:30 P.M.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the December 3, 2013, agenda.

County Manager Geouque requested to add an out-of-state travel request after the OASIS presentation and a proposed medical director contract with Dr. Stanton under Miscellaneous Administrative Matters.

Commissioner Yates requested to add discussion regarding Cooperative Extension.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the December 3, 2013, agenda as presented.

VOTE: Aye-5
Nay-0

PRESENTATION OF FISCAL YEAR 2013 AUDIT

Ms. Kathy Mitchell presented the Fiscal Year 2013 County audit. Below is a summary of the Audit as prepared by County Manager Geouque:

The County had another successful year due the strong support received by the Commissioners and the dedication, diligence, and efficiency of County staff. Below are some of the financial highlights:

- The total assets of the County exceeded its liabilities at the close of the fiscal year by \$118,828,983, an increase of \$4,669,912. The change was primarily due to an increase in revenues and a reduction in expenditures over last year.
- The County's unassigned fund balance for the general fund was \$14,653,916 at the end of the year, representing 31.73% of total General Fund expenditures. This is an increase of 1,170,236 in unassigned fund balance from the previous year.
- The savings from the prior year's refinance of the two high school loans allowed for an additional principle amount of \$329,113 to be paid, thus reducing the County's outstanding debt. Expenditure savings came from continued conservative budgeting, limited capital purchases and delayed rehiring for positions which became open during the fiscal year.
- The collection rate for property taxes remained steady at 97.71% which was an increase from last year's 97.21%. We are still well above the statewide average of 96.96% in 2011.
- **Outstanding debt principal decreased by \$5,866,473.** Total outstanding debt principal at June 30, 2013 is \$57,739,080. Watauga County's legal debt limit is \$708,347,606 so the County is well below the state limits.

- No material weaknesses were found in our accounting systems or internal controls.
- The County maintained its bond rating of AA- and Aa3 from Standard and Poor and Moody's Investor Services, respectively.

Ms. Mitchell added that the County's unassigned fund balance could cover just over four months of expenditures. Ms. Mitchell offered appreciation to Ms. Margaret Pierce, Finance Director, who assisted in the Audit being completed by the October 31, 2013, deadline.

The audit was presented for information only and, therefore, no action was required.

OASIS PRESENTATION

Ms. Jennifer Herman, Director of OASIS, Inc. (Opposing Abuse with Service, Information, and Shelter), expressed her gratitude to the Board for continued support over the years. Ms. Herman also presented a report detailing recent activities at OASIS.

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

OUT-OF-STATE TRAVEL REQUEST

Captain Dee Dee Rominger with the Sheriff's Office stated that she had received a scholarship for the \$469.00 registration fee to attend the National Symposium on Child Abuse in Huntsville, Alabama. Captain Rominger requested the County provide a vehicle and fuel for travel as well as pay lodging expenses which would be \$88.00 a night plus tax.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the out-of-state travel for Captain Rominger including the provision of a County vehicle, fuel, and lodging as requested.

VOTE: Aye-5
Nay-0

COOPERATIVE EXTENSION DISCUSSION

Commissioner Yates stated that Mr. Jim Hamilton, Cooperative Extension Director, and Mr. Bill Moretz, a local farmer, had requested the Board appeal to the State to protect Cooperative Extension funding which has been continually cut over the past several years. Neither Mr. Hamilton nor Mr. Moretz was able to attend the meeting due to prior commitments.

County Manager Geouque stated that the County currently pays 47% of the salary of several Cooperative Extension employees.

Chairman Miller directed the County Manager to draft a resolution requesting the protection of Cooperative Extension State funding for consideration at the December 17, 2013, meeting.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Medical Director Contract with Dr. Stanton

County Manager Geouque presented a proposed contract as negotiated with Dr. John Stanton who was appointed as Medical Director of the Watauga County Emergency Medical Services Plan at the October 15, 2013, Board meeting.

County Attorney Eggers stated that he had reviewed the contract which was consistent with previous medical director contracts.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the contract with Dr. John Stanton for Medical Director of the Watauga County Emergency Medical Services Plan as presented.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque stated that the terms of Recreation Commission members representing the Blowing Rock, Mabel, and Cove Creek elementary school districts as well as three Town of Boone representatives were set to expire in December. The Town of Boone had presented a recommendation for West Eppley to be reappointed as a Town of Boone representative. Principal Mark Hagaman had nominated Bill Hollingsworth for reappointment as the representative for the Mabel School district. The County Manager stated that other recommendations would be forwarded for consideration upon receipt.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to reappoint Mr. West Eppley to the Watauga County Recreation Commission as a Town of Boone representative.

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Welch, moved to reappoint Mr. Bill Hollingsworth to the Watauga County Recreation Commission as the Mabel School representative.

VOTE: Aye-5
Nay-0

County Manager Geouque stated that one appointment was needed to the Watauga County Board of Adjustment. The two zoned areas of the County (Valle Crucis and Foscoe-Grandfather) must be represented on the Board; traditionally an attempt has been made to appoint representatives of watershed protection areas as well. The term of Jane Nicholson has expired and she does not wish to be reappointed. Technically, the seat was an at-large representative, though Ms. Nicholson also resided in one of the watershed protection areas. The other members represent Valle Crucis, Foscoe-Grandfather, Howards Creek watershed, and Middle Fork watershed. The term would be for three years. No applications have been received to date.

Mr. Joe Furman, Planning and Inspections Director, clarified that the one appointment needed was an at-large seat and therefore the appointee could live anywhere within the county. Mr. Furman stated that the Board only met when there was business to conduct and it had not met in over a year.

County Manager Geouque stated that Audrey Tate recently announced her resignation from the Social Services Board. Her last meeting would be on December 18, 2013. The County Manager stated that Social Services Director, Mr. Jim Atkinson, had recommended Lynn Jackson Patterson for appointment to fill the unexpired term. Mr. Atkinson has forwarded a volunteer application to Ms. Patterson for her to complete and return.

The above was a first reading and, therefore, no action was required at this time.

C. Announcements

County Manager Geouque made the following announcements:

- The Annual County Christmas Luncheon, scheduled on Tuesday, December 10, 2013, will be held at Dan'l Boone Inn from 12:00 to 2:00 P.M.
- The Town of Boone is hosting a reception in honor of Mayor Loretta Clawson's retirement. The floating reception is scheduled on Tuesday, December 17, 2013, from 1:00 P.M. to 4:00 P.M. at the Family Life Center in the Boone United Methodist Church.
- A public hearing is scheduled at 6:00 P.M. on Tuesday, December 17, 2013, to allow citizen comment regarding the Beech Mountain Water Intake project.
- The first regular meeting in January 2014 has been cancelled due to the holiday schedule. Therefore, the only regular meeting of the Board of Commissioners scheduled in January is the 21st at 5:30 P.M.
- Senator Soucek will host a public forum on K-12 Education. The forum will be held at the Deep Gap Volunteer Fire Department on Thursday, December 5, 2013, at 6:00 P.M.

PUBLIC COMMENT

Mr. Larry Ingle shared concerns regarding the Town of Beech Mountain's water intake request.

CLOSED SESSION

At 9:06 A.M., Vice-Chairman Blust, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to resume the open meeting at 9:24 A.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Welch, seconded by Commissioner Kennedy, moved to adjourn the meeting at 9:24 A.M.

VOTE: Aye-5
Nay-0

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE DECEMBER 17, 2013, AGENDA

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AGENDA ITEM 4:**COVE CREEK PRESERVATION AND DEVELOPMENT (CCP&D) REQUEST****MANAGER'S COMMENTS:**

CCP&D originally received a loan in the amount \$225,000 for repairs and renovation of the old Cove Creek School. \$150,000 of the loan was to be repaid to the County within two (2) years from the original date of the loan, November 6, 2000. The remaining \$75,000 was to be repaid in the following three (3) years. Over the term of the loan, CCP&D repaid \$117,000 and \$108,000 was forgiven by the County in lieu of renovations and improvements to the facility. A summary of the history of the Cove Creek School has been included.

CCP&D is requesting to use County personnel and equipment to resolve outside drainage issues in the back of the building. Items to be addressed by the County are re-grading of the area to create positive drainage and removal of one breezeway. CCP&D believes that much of the underneath moisture is attributable to the surface drainage issues in the back of the building. Staff concurs that the surface drainage needs to be addressed but will be difficult due to the topography of the property. Additionally, the water issues underneath the building could be a result of wet weather springs and would require CCP&D to address during the drying and conditioning of the 9,000 square foot crawl space. Staff would be hesitant to make any guarantees that this work will alleviate the current situation but is a step toward the solution of the ongoing drainage issues.

The estimated cost to perform the repairs and utilize County staff is approximately \$7,000 which includes equipment rental, materials and supplies, and construction administration. Another option would be for the County to hire an engineer to review the drainage at the site and develop a plan of action. However, this option could cost \$12,000 for the plan with additional costs depending on the course of action selected.

Funding for the project would be allocated from the administrative contingency. Staff seeks direction from the Board.

HISTORIC COVE CREEK HIGH SCHOOL BUILDING DRAINAGE ISSUES

1. ROOF DOWNSPOUT DRAINS NO LONGER FUNCTION PROPERLY. MOST ROOF WATER FROM THE SCHOOL BUILDING OVERFLOWS FROM DRAINS ONTO THE GROUND IN BACK OF THE BUILDING.

2. DOWNSPOUTS FROM GYMNASIUM EMPTY DIRECTLY ON THE GROUND BEHIND THE ROCK SCHOOL BUILDING.

3. DOWNSPOUTS FROM THE OLD AGRICULTURAL BUILDING BEHIND THE ROCK SCHOOL BUILDING EMPTY INTO DRAINS, BUT WHERE THE DRAIN PIPES GO IS UNKNOWN.

4. ADDITION OF BREEZEWAYS BETWEEN THE ROCK SCHOOL BUILDING AND THE GYMNASIUM AND THE AGRICULTURAL BUILDING HAVE OCCURRED SINCE THE ORIGINAL SCHOOL BUILDING CONSTRUCTION. IN ADDITION, A LIBRARY, (WHICH IS NOW A DEVELOPMENTAL DAY CARE CENTER), WAS ADDED TO THE END OF THE ROCK BUILDING WHEN IT SERVED AS AN ELEMENTARY SCHOOL. THESE ADDITIONS CONTRIBUTE TO RESTRICTIONS OF WATER FLOW AWAY FROM THE ROCK SCHOOL BUILDING.

5. ITEMS 1 THRU 4 CONTRIBUTE TO THE DAMP CONDITIONS IN THE CRAWL SPACE BENEATH THE ROCK SCHOOL BUILDING, WHICH IS CAUSING SIGNIFICANT DETERIORATION OF THE WOOD FLOOR JOISTS. APPROXIMATELY HALF OF THEM HAVE ALREADY BEEN REPLACED WITH TREATED WOOD.

PROPOSED SOLUTION TO DRAINAGE ISSUES AT HISTORIC COVE CREEK HIGH SCHOOL BUILDING

1. GET ENGINEERING EVALUATION OF ADEQUACY OF EXISTING STORM DRAINS FROM REAR OF ROCK SCHOOL BUILDING TO COVE CREEK AND UPGRADE IF NECESSARY.
2. RE-GRADE AND SLOPE TERRAIN IN REAR OF ROCK BUILDING TO DRAIN AWAY FROM BUILDING AND INTO STORM DRAINS.
3. REMOVE, (IF NECESSARY PER ENGINEERING EVALUATION), THE 2 BREEZEWAYS THAT HAVE BEEN ADDED.
4. DETERMINE WHETHER CATCH BASINS AND/OR DRAIN FIELDS MAY BE REQUIRED FOR EXTREME WET CONDITIONS AND ADD IF NECESSARY.
5. DETERMINE COST OF WHAT MUST BE DONE OUTSIDE THE BUILDING TO DRAIN EXCESS WATER AWAY FROM BUILDING AND DO IT.
6. DRY AND CONDITION THE 9,000 SQ. FT. OF CRAWL SPACE BENEATH THE ROCK BUILDING AT A COST OF APPROXIMATELY \$57,000.

PROPOSAL

1. CCP&D TAKE RESPONSIBILITY FOR \$57,000 PROJECT OF DRYING AND CONDITIONING THE 9,000 SQ. FT. OF CRAWL SPACE.
2. WATAUGA COUNTY TAKE RESPONSIBILITY FOR OUTSIDE DRAINAGE PROBLEM AND USE EXISTING COUNTY EQUIPMENT AND PERSONNEL TO RESOLVE.
3. WATAUGA COUNTY NOW OWNS A NATIONAL TREASURE, AS DEFINED BY THE LISTING OF THE HISTORIC COVE CREEK HIGH SCHOOL BUILDING ON THE NATIONAL REGISTER FOR HISTORIC PLACES. CCP&D HAS SPENT IN EXCESS OF \$1,000,000 IN THE LAST 10 YEARS ON IMPROVEMENTS TO THIS ARCHITECTURAL GEM AND IS PREPARED TO SPEND MORE. DETERIORATION FROM THE EFFECTS OF MOISTURE UNDERNEATH THE BUILDING ACCELERATED DURING THE PAST VERY WET SUMMER. THIS PROBLEM MUST BE ARRESTED AND REVERSED IMMEDIATELY!!

MUCH OF THE UNDERNEATH MOISTURE PROBLEM RESULTS FROM SURFACE DRAINAGE

ISSUES IN BACK OF THE BUILDING. THE DRAINAGE ISSUES HAVE BEEN EXACERBATED OVER THE YEARS BY CONSTRUCTION PROJECTS ON AND AROUND THE HISTORIC STONE STRUCTURE. THESE PROJECTS WERE DONE BY THE COUNTY FOR GOOD REASONS AT THE TIME, BUT CONTRIBUTED TO THE PRESENT DETERIORATION OF THE BUILDING.

CCP&D WILL SPEND THE \$50,000+ TO DRY AND CONDITION THE 9,000 SQ. FT. OF CRAWL SPACE UNDER THE BUILDING ITSELF. WE WOULD ASK THAT WATAUGA COUNTY, AS PROPERTY OWNER, DETERMINE WHAT IS NECESSARY, FROM AN ENGINEERING STANDPOINT, TO FIX THE SURFACE DRAINAGE ISSUES CONTRIBUTING TO THE WET CRAWLSPACE AND HELP WITH ALL RESOURCES AVAILABLE TO THE COUNTY TO REPAIR THESE PROBLEMS. WE FEEL IT WOULD BE FUTILE TO DO THE CRAWLSPACE WITHOUT ASSURANCE THE CONTRIBUTING EXTERIOR DRAINAGE ISSUES WERE PERMANENTLY TAKEN CARE OF.

1.

Page No. 1 of 1 Pages

Date: November 20, 2013

THE J.W. HAMPTON COMPANY
3632 Old 421 South
Boone, NC 28607
Tel. (828) 264-7103
Fax (828) 264-7107

PROPOSAL

TO: J.V. Potter
Watauga County Landfill
366 Landfill Road
Boone, NC 28607

JOB NAME/NO.: Mini Excavator Rental Rate

Cat 303.5D CR Excavator with Hydraulic Thumb
Weekly Rental Rate \$650.00/week

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Cherie J. Smith
J.W. HAMPTON COMPANY, INC.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

Date

TOYHSMA!

TM

Construction Consulting Services

Experienced Realities of Development and Construction

Toysma! 364 Howards Creek Road, Boone, NC 28607

828-264-2737 Fax: 828-265-2937 Email: Mike@Toysma.com


PROJECT: OLD Cove Creek 12/18 BOC Meeting

PROJECT NO.: School

DESCRIPTION: _____

REMARKS: _____

DATE: 11-19-13 SHEET NO. 1 OF 1

Assist J.V. With layout											
AND Supervision to											
work on water problem											
@ - Old School											
Estimate Cost \$1000.00											
Firm 											
B. Mike Wilson											

WATAUGA COUNTY COMMISSIONER MEETING PRESENTATION DEC 17, 2013

Amy Ward Shelton asked me in August of this year, due to her illness, to get involved in her behalf with the current CCP&D Board and with Watauga County to try to bring to fruition a total fix on the drainage issues at the former Cove Creek High School building. Unfortunately, Amy died October 26, of this year at too young an age and before this project could be seen to conclusion.

Amy was chair of the Cove Creek Preservation and Development Board of Directors and had served 8 years in that capacity. She was only the 2nd chair person elected since the organization was founded in 1996. Most of the original group involved with founding CCP&D in 1996 have since passed away, including Jerry Adams, the first board chairman, and my wife Marian Simpson. I presume Amy asked me to get involved with the project because I am one of only three of the original board members surviving and know a lot of the history of the project.

On behalf of Amy and the rest of the current CCP &D Board, I want to thank you for the courtesy you have already extended us by listening to some of the oral history and reading some of what is written down about the 17 year history of CCP&D's involvement with the former Cove Creek High School Building, and agreeing to commit some County resources to the project.

Today, we are asking Watauga County to Assume a full partnership role with CCP&D to fix, once and for all, the drainage problems that have continued to plague the Historic Cove Creek High School building since CCP&D assumed the 25 year lease on the building in 1996.

The building is a Watauga County Property that is now on the National Register for Historic Places. It is occupied by two educational enterprises, one of which is pre-school and the other adult vocational. 34 people are employed in the building and it houses "The Doc and Merle Watson Museum" as well as headquarters for the annual "Doc and Rosa Lee Watson

Music Fest in Sugar Grove”, providing an estimated \$1,500,000 to \$2,000,000 positive impact on the Watauga County economy annually.

The net cost to Watauga County for the 17 year occupancy by CCP&D is \$33,000 which works out to less than 8 cents per sq ft./year. During the last 10 years, CCP&D has spent in excess of \$1,000,000 on capital improvements and special maintenance on the Building. The value of the “Sweat Equity” spent on the buiding is probably at least 20% of the real dollar amount. The point of this is that CCP&D is a responsible lessee and has not, does not, and will not ask for “handouts” of taxpayer money. However, the Building has been made an asset for Watauga County taxpayers, providing employment to tax-paying citizens, Developmental Day Care to local children,(allowing parents to work outside the home), and bringing people from outside the area to spend money in Watauga County with the annual Music Fest.

All of this has been accomplished by a volunteer organization that has a payroll of only one part-time bookkeeper. We believe Watauga County has received a very good return on the original investment of \$33,000 in this project. A further investment in partnership with CCP&D to assure the long term stability of a County Property that has been declared a National Treasure is the nature of this request—not a handout.

Cove Creek Preservation and Development, Inc.

21-Sep-13

Building Projects / Improvements/Maintenance

Building Improvements 2002-09/21/2013			
HVAC New	\$367,000	(partial prior to 2002)	
Repointing Project	\$47,076		
Window Replacement	\$29,578		
Well Project	\$57,719		
Engineering/Arch	\$4,939		
Handicap Lift	\$80,048		
Community Room	\$29,175		
Bathroom Renovations	\$64,047		
Door Replacement	\$20,274		
Roof Repairs/Replacement	\$20,416		
Museum	\$10,660		
Floor Replacement	\$11,723		
Minor Replacement/Repair	\$26,044	Total	\$1,002,302
Plumbing	\$59,774		
Handicap Ramp	\$17,485		
	\$845,959		(\$1,002,302)
Partial Maintenance	\$156,343		
	\$1,002,302		
Regular Maintenance		Watauga County Note	
Grounds Maint./Supplies	\$33,741.47	Watauga Co Loan	\$225,000.00
HVAC	\$99,760.41	Credit	(\$8,000.00)
Mold Removal	\$16,226.50	Credit	(\$25,000)
Pest Control	\$6,615.00	Repaid	\$192,000.00
Misc.	\$156,343		

SEPTEMBER 1, 1998

OLD COVE CREEK ELEMENTARY SCHOOL LEASE

Mr. Jack Simpson, Representative for the Cove Creek Preservation and Development (CCP&D) addressed the Board regarding the old Cove Creek Elementary School lease. The current five-year lease would expire in four years, and the CCP&D was requesting the lease be extended to a 25-year lease. He stated that financing was unavailable from lending institutions or from grant sources with only four years left on the lease. However, a 25-year lease extension would enable the CCP&D to get financing for needed renovations. Mr. Simpson spoke of the CCP&D's progress during the first year. In addition he noted that according to engineering reports, the building was structurally sound but stated repair of the heating and cooling system was essential to preserve the building. He added it was urgent to get heat in the building this winter to avoid further deterioration of the interior. County Attorney Eggers stated a public hearing was required if a lease was extended beyond ten years.

Commissioner Hodges seconded by Commissioner Craig, moved to schedule this public hearing for the September 15, 1998 regular meeting.

VOTE: Aye-5
Nay-0

SEPTEMBER 15, 1998

PUBLIC HEARING

OLD COVE CREEK SCHOOL LEASE

Chairman Coffey declared a public hearing open at 7:02 P.M. to discuss extending the current five-year lease on the old Cove Creek elementary school to 25 years.

Mr. Jack Simpson, Representative for the Cove Creek Preservation and Development (CCP&D) addressed the Board and discussed upcoming events scheduled by the CCP&D. In addition, he requested the current five-year lease be extended to 25 years in order for the CCP&D to receive financing for needed renovations. He added that this lease extension (beginning on August 20, 1997 and ending on August 31, 2022) would enable CCP&D to obtain additional tenants. Chairman Coffey noted County Attorney Eggers had reviewed the lease amendment and requested he read it aloud. Discussion occurred regarding who was responsible for maintaining the road in front of the building and the clause in the lease amendment which stated that CCP&D would be responsible or agree for the N.C. Department of Transportation to take over the road.

There being no public comment, Chairman Coffey declared the public hearing closed at 7:13 P.M.

Vice-Chairman Lawrence seconded by Commissioner Wellborn, moved to approve this request from CCP&D to extend the lease for a 25-year period.

VOTE: Aye-4
Nay-0
Absent-1 (Craig)

APRIL 12, 1999

REDIRECTION OF FUNDS WITHIN PARKS & RECREATION FOR IMPROVEMENTS AT OLD COVE CREEK PARK COMPLEX

Parks & Recreation Director, Deb Wynne, requested permission to utilize \$3,318 within the Parks & Recreation budget to be applied towards the ¼ mile walking trail at the Old Cove Creek Park complex. Ms. Wynne had been working with the Blue Ridge Conservation and Development Council and the Cove Creek Preservation and Development Council for over two years on improvements to the park's grounds. Bids were requested to jointly pave a full court basketball area and a ¼ mile walking trail. The low bidder, Moretz Paving, agreed to do the total project for \$17,210. Two grants totaling \$8,892 had been awarded toward this project, and Parks & Recreation was appropriated \$5,000 for paving the basketball court. The remaining \$3,318 was in Parks & Recreation's 1998/1999 budget and was needed to complete this project. Upon being asked by Chairman Hodges regarding whom would maintain the road (the Cove Creek Preservation and Development Council or the N.C. Department of Transportation (DOT), Ms. Wynne stated she would investigate and get this matter resolved. County Manager Reed stated the N.C. DOT would be at the Board's next regular meeting scheduled for May 3, 1999, and the Board could address this issue with N.C. DOT at that time.

Commissioner Lawrence seconded by Vice-Chairman Sweeting, moved to approve this request.

VOTE: Aye-5
Nay-0

JULY 12, 1999

COVE CREEK PRESERVATION & DEVELOPMENT, INC. LEASE MODIFICATION

County Manager Reed stated the Board of Education was no longer using the cafeteria building at the old Cove Creek school, and the Cove Creek Preservation & Development, Inc. (CCP&D) requested the County amend their current lease to include the cafeteria building as part of the leased premises. This additional space would enable the CCP&D to consider establishing a business incubator in the old Cove Creek School.

Vice-Chairman Sweeting seconded by Commissioner Lawrence, moved to modify the Cove Creek Preservation & Development, Inc. lease to include the cafeteria building conditioned on written confirmation from the Board of Education that they no longer want the space.

VOTE: Aye-5
Nay-0

OCTOBER 19, 1999

REQUEST TO REMOVE ASBESTOS FROM THE OLD COVE CREEK SCHOOL

County Manager Reed stated the Board had amended the Cove Creek Preservation & Development, Inc.'s lease to include the cafeteria building since the Board of Education was no longer using the cafeteria. (This occurred at the Board's July 12, 1999 regular meeting). Mr. Reed stated that when the CCP&D began

work to repair the roof, they discovered asbestos. The CCP&D committee had requested the County pay for removal of the asbestos. Mr. Reed added that upon removal, the Board of Education had agreed to fix the roof. A quote was received from E. Luke Greene Company, Inc. which would cost \$9,700 for the entire building or \$6,200 just for the cafeteria. Maintenance Supervisor, Robert Marsh, stated the County did not know if the rest of the school had asbestos.

Commissioner Kohles seconded by Commissioner Coffey, moved to appropriate \$9,700 from the contingency fund for removal of asbestos at the old Cove Creek School.

VOTE: Aye-5
Nay-0

MAY 8, 2000

COVE CREEK PRESERVATION & DEVELOPMENT REQUEST FOR FINANCING

Mr. Paul Combs, representing Cove Creek Preservation & Development, Inc. (CCP&D) addressed the Board regarding a request for building improvements in the old Cove Creek School. Montage Data Systems (MDS), currently housed at the County's small incubator, was expanding and planned to relocate to the old Cove Creek School. In addition, MDS wished to accomplish this relocation by the end of September, 2000. However, building improvements were required in the facility in order to accomplish this. Mr. Combs stated that CCP&D was applying for grants in order to pay for the building renovations. He noted the CCP&D had intended to ask the Board for financing in the form of a short-term loan from the County's Economic Development capital reserve fund, however, upon further review, Mr. Combs felt it would be more beneficial for both parties if the County leased the space to MDS on a month-to-month basis for a period of up to six months until CCP&D could obtain the necessary funds to complete the building improvements.

In addition, Mr. Jack Simpson, representing CCP&D, stated the primary concern was to start the building improvements prior to cold weather and that he felt the work needed to begin by late August, 2000.

Commissioner Coffey seconded by Vice-Chairman Sweeting, moved for the County to lease space at the current location (130 Poplar Grove Connector, Boone) to Montage Data Systems on a month-to-month basis for a period of up to six months once the current lease expired.

VOTE: Aye-5
Nay-0

JUNE 20, 2000

COVE CREEK PRESERVATION & DEVELOPMENT REQUEST

Mr. Jack Simpson, Cove Creek Preservation & Development (CCP&D) Board Member, addressed the Board regarding the installation of a Geo-Thermal HVAC system in the old Cove Creek School. He stated a meeting was held a few weeks ago with an engineer, Parks & Recreation Director, Deb Wynne, and Maintenance Supervisor, Robert Marsh, regarding the site preparation for this project. Mr. Simpson explained that the CCP&D had intended to install the geo-thermal field in the football field area in front of the building, however, after the meeting with the engineer, it became apparent that the proposed installation would prohibit use of the field for recreational purposes for approximately a year. Therefore, CCP&D felt the best plan was to

install the field with vertical wells located behind the building, which would be less inconvenient. Mr. Simpson stated CCP&D requested the County provide the necessary equipment to prepare the proposed site which included grading and clearing a “shelf area” (150 ft. x 40 ft.) approximately 100 feet back of the rock building. In addition, he had spoken with Operation Services Director, J. V. Potter, who estimated the site preparation would take less than a week and would not impair the Sanitation Department’s staff day-to-day operations.

Vice-Chairman Sweeting seconded by Commissioner Kohles, moved to approve the request from the Cove Creek Preservation & Development to provide this service.

VOTE: Aye-5
Nay-0

AUGUST 7, 2000

COVE CREEK PRESERVATION & DEVELOPMENT REQUEST

Mr. Jack Simpson, Cove Creek Preservation & Development Board Member, presented an application to construct a closed-loop geothermal water-only injection well system at the old Cove Creek School. Since the County owned the subject property and Cove Creek Preservation & Development, Inc. leased the property from the County, as a non-profit organization, the application (to the N.C. Department of Environment and Natural Resources) required the property owner’s signature.

Commissioner Coffey seconded by Commissioner Lawrence, moved to authorize Chairman Hodges to sign the application as requested.

VOTE: Aye-5
Nay-0

OCTOBER 17, 2000

COVE CREEK PRESERVATION & DEVELOPMENT LOAN REQUEST

Mr. Jack Simpson, Cove Creek Preservation & Development Board Member, addressed the Board with a loan request to borrow up to \$150,000 from the County’s Economic Development capital reserve fund for the HVAC installation at the old Cove Creek School. Mr. Simpson felt that funding from the County’s capital reserve was appropriate because of the jobs that would be created with the addition of Montage, a tenant in the building, plus the jobs already created by an additional tenant, Edge of the Woods. CCP&D proposed to repay the loan in two years by raising \$75,000 in local donations and fund raising activities to match a grant received from The Janirve Foundation in the amount of \$75,000. Mr. Simpson reviewed the costs of the project as well as the anticipated funding to be received from grants and additional sources. However, he stated that four qualified builders had reviewed the site, and the lowest bid received was \$100,000 over what CCP&D anticipated for the installation. Therefore, Mr. Simpson recommended the Board table this request until its November 6, 2000 regular meeting, and he would be present for further discussion.

NOVEMBER 6, 2000

COVE CREEK PRESERVATION & DEVELOPMENT LOAN REQUEST

Mr. Jack Simpson, Cove Creek Preservation & Development Board Member, addressed the Board with a loan request to borrow \$225,000 from the County's Economic Development capital reserve fund for the HVAC installation and renovations to the old Cove Creek School. Mr. Simpson stated the renovations would enable the CCP&D to lease additional space in the building, and thus, bring new jobs to the community. In addition, CCP&D proposed to repay the County \$150,000 of the loan within two years by raising \$75,000 in local donations and fund raising activities to match a \$75,000 Janirve grant. The remaining \$75,000 of the loan would be repaid in the subsequent three-year period.

County Manager Nelson informed the Board that there was approximately \$800,000 in the County's capital reserve fund to be used for economic development purposes. The Board briefly discussed whether or not the CCP&D should be required to repay the loan. Mr. Simpson stated the CCP&D would be able to repay the loan and preferred to do so in order to remain self sufficient and relatively independent.

Commissioner Lawrence seconded by Vice-Chairman Sweeting, moved to loan the Cove Creek Preservation & Development \$225,000 from the County's Economic Development capital reserve fund contingent upon County Attorney Hedrick's drafting a loan agreement.

VOTE: Aye-5
Nay-0

MAY 6, 2002

COVE CREEK PRESERVATION AND DEVELOPMENT REQUEST

Mr. Jerry Adams and Dr. Paul Combs reviewed a proposed alternative repayment schedule to the County issued \$225,000 loan to the Cove Creek Preservation and Development Organization (CCP&D).

The original loan of \$225,000 was scheduled for repayment without interest as follows: June 1, 2002 repayment of \$150,000 due and June 1, 2003, 2004, and 2005 loan repayments of \$25,000 due for a total repayment of \$225,000.

CCP&D offered to repay \$50,000 in June 2002. They also had an additional \$25,000 and proposed to use in repointing the rock around the roof area and the upper level windows. They also requested to reduce subsequent years payments as follows: \$12,500 for the next three years and then \$25,000 per year payment until the total amount was repaid.

They also proposed in turn for the relaxed repayment schedule to use existing second-floor space as an economic development business incubator. Dr. Combs stated that Appalachian Regional Development Institute (ARDI) was working with CCP&D on the incubator project and did not require any monies from CCP&D upfront but in turn planned to divide the rent from the businesses who occupied the incubator space.

Commissioner Sweeting, seconded by Commissioner Wilkie, moved to require CCP&D to repay \$50,000 in June of 2002 and to return before the Board before June 2003 to readdress the issue.

Dr. Combs asked if the Board would be willing to reduce the June 2002 payment to \$40,000 or \$45,000 in order for high-speed Internet access equipment to be installed.

After discussion the following vote was taken on Commissioner Sweeting's motion:

VOTE: Aye-5
Nay-0

June 17, 2003

COVE CREEK PRESERVATION AND DEVELOPMENT LOAN REPAYMENT PROPOSAL

Ms. Amy Shelton, Chair of Cove Creek Preservation and Development (CCP&D), requested permission from the Board to grade an area in front of the gym of the old Cove Creek School building to build a walkway to the field from the school.

By consensus, the Board agreed to grant permission for the walkway to be built contingent upon Robert Marsh's approval and upon all building codes being met.

Ms. Shelton requested a modified repayment schedule of a loan from the County Economic Development funds. CCP&D requested to pay \$25,000 in June of 2003 and requested the County forgive part of the loan in lieu of the building improvements that the group had made to the building.

Commissioner Honeycutt, seconded by Vice-Chairman Hodges, moved to accept the \$25,000 payment for the current year and requested that CCP&D come to the Board next year with any additional proposal they may have.

VOTE: Aye-5
Nay-0

July 7, 2003

C. Cove Creek Preservation and Development Request for Approval of Well Installation – County Manager Nelson stated that per the lease between the County and Cove Creek Preservation and Development for the old Cove Creek School, written approval must be obtained from Watauga County prior to making additions or improvements to the buildings.

Cove Creek Preservation and Development was required to install a new well and water system prior to using a part of the space under lease to locate a daycare center to serve citizens in the western part of the County.

The request was to install a well and a storage tank, as yet undetermined size, and a building to house the storage tank and chlorination system. The County Manager stated that the project would cost between \$30,000 and \$40,000 and no County funds were requested. However, it was to cost the County approximately \$500 to close off lines and install a new high pressure tank that served the County gym on the site.

Commissioner Honeycutt, seconded by Commissioner Trivette, moved to approve CCP&D's request to install a well, storage tank, and building (to house the storage tank and chlorination system) at the old Cove Creek School as presented by the County Manager.

VOTE: Aye-5
Nay-0

October 21, 2003

COVE CREEK PRESERVATION AND DEVELOPMENT RENOVATIONS REQUEST

Ms. Amy Shelton, President of the Cove Creek Preservation and Development (CCP&D) Association, requested approval for repairs to the library section of the old Cove Creek School which was leased to CCP&D. The repairs were needed for compliance with state standards for the location of a day care operation.

Commissioner Honeycutt, seconded by Vice-Chairman Hodges, moved to approve the renovations as presented by Ms. Shelton.

VOTE: Aye-5
Nay-0

June 7, 2004

COVE CREEK PRESERVATION AND DEVELOPMENT LOAN REPAYMENT REQUEST

Ms. Amy Shelton, Chair of the Cove Creek Preservation and Development Board, updated the Board of Commissioners on the progress of ongoing and recently completed projects at the old Cove Creek School. Ms. Shelton also presented a funding proposal for partial repayment (\$25,000) of the loan issued to CCP&D from the County's EDC capital reserve fund.

County Manager Nelson stated that the Loan amount was \$225,000 with the original repayment schedule of \$150,000 due by June 1, 2002, and thereafter, three annual payments in the amount of \$25,000 beginning June 1, 2003, with the total payment to be completed by June 1, 2005. In 2002, the Board of Commissioners approved a \$50,000 payment and in 2003 the Board of Commissioners approved a \$25,000 payment. The current outstanding balance was \$150,000.

The Board directed the CCP&D Board present to the Board of Commissioners, at a future meeting, project plans and a payment schedule for the remainder of the loan.

Commissioner Trivette, seconded by Vice-Chairman Hodges, moved to accept the partial payment of \$25,000 as presented.

VOTE: Aye-5
Nay-0

June 22, 2004

B. CCP&D Renovation Request – County Manager Nelson stated that the County's lease with Cove Creek Preservation and Development (CCP&D) for the old Cove Creek School required that the CCP&D receive approval from the County prior to executing major renovations. The County Manager stated that CCP&D had requested to remove a sheltered pathway (hallway) that linked the elementary school to the old cafeteria which was currently leased to a manufacturing company. County Manager Nelson stated that

Maintenance Director Robert Marsh recommended that the work be done by a licensed and bonded contractor and building permits needed to be issued before work began. The expense of the project and all necessary permits and inspections were to be borne and provided by CCP&D.

Vice-Chairman Hodges, seconded by Commissioner Trivette, moved to approve the removal of said pathway (hallway) contingent upon the work being done by a licensed and bonded contractor and the building permits being issued before work was to begin.

VOTE: Aye-4(Coffey, Hodges, Blust, Trivette)
Nay-0
Absent-1(Honeycutt)

06-06-05

LOAN REPAYMENT REQUEST – COVE CREEK PRESERVATION AND DEVELOPMENT

Ms. Amy Shelton representing Cove Creek Preservation and Development (CCP&D) requested an amendment to the \$225,000 loan repayment schedule with the current loan balance of \$125,000 that the County issued in FY 2001 from the County's Economic Development Capital Reserve Fund. The original schedule of repayment was amended by a previous Board with the balance due in June 2005. Ms. Shelton requested that the County consider forgiving all or part of the remainder of the loan payments due. Ms. Shelton stated if that was not an option that the contract be renegotiated for an additional five years with payments at \$25,000 per year. Ms. Shelton stated that if the County opted for the latter, CCP&D was prepared to make the 2005 payment.

After discussion, Commissioner Kinsey, seconded by Vice-Chairman Winkler, moved to renegotiate the contract with Cove Creek Preservation and Development for five years with payments set at \$25,000 per year with no interest with the first payment being due in June 2005.

VOTE: Aye-5
Nay-0

05-22-07

COVE CREEK PRESERVATION AND DEVELOPMENT REQUEST

[Chairman Deal arrived at the meeting at 6:22 P.M.]

Ms. Pat Birdsong and Ms. Amy Shelton, with the Cove Creek Preservation and Development Group (CCP&D), requested funding in the amount of \$8,000 to construct a sidewalk and handicap-accessible ramp at the front of the day care center at the old Cove Creek high school. Ms. Shelton requested that the Board consider forgiving \$8,000 of a \$25,000 loan payment due the County on June 1, 2007, which CCP&D was prepared to make. The day care center was licensed for approximately 44 children and was in need of the ramp and additional doors for accessibility. County Manager Nelson stated that the lease required any major changes to the building to be approved by the Board of Commissioners.

Ms. Shelton also requested that CCP&D be allowed to replace two doors and a set of windows for which they already had funding.

Commissioner Kinsey, seconded by Commissioner Moretz, moved to approve the replacement of the two doors and set of windows and the construction of the sidewalk and ramp with a fence.

VOTE: Aye-5
Nay-0

Chairman Deal, seconded by Commissioner Cooper, moved to forgive \$8,000 from the \$25,000 payment due in June from Cove Creek Preservation and Development contingent upon the funding being used for the renovation project as approved by the Board.

VOTE: Aye-5
Nay-0

[Clerk's Note: Chairman Deal began to preside over the meeting at this time.]

04-06-09

COVE CREEK PRESERVATION AND DEVELOPMENT FUNDING REQUEST

Mr. Nick Freidman, representing Cove Creek Preservation and Development (CCP&D), requested funding for the Old Cove Creek School, currently under lease to CCP&D from the County. Mr. Freidman stated that CCP&D was prepared to make their final \$25,000 payment to the County for a renovation loan which was forwarded from the EDC Capital Reserve Fund. Mr. Freidman detailed current expenses, as well as future needs, in renovating and maintaining the building. Mr. Freidman suggested that the Board consider the County forgiving the loan payment for a one-year period which would allow the requested repairs to be made with funds currently held by CCP&D and the loan would be repaid to the County in June 2010.

By consensus, the Board agreed to consider CCP&D's request during upcoming budget work sessions.

06-01-09

D. Cove Creek Preservation and Development Funding Request – County Manager Nelson stated that Cove Creek Preservation and Development (CCP&D) had come to the Board previously and requested that their final \$25,000 payment from an EDC incentive loan be waived to allow for funding for repairs to the building. Discussion was tabled at that time.

After discussion, Commissioner Futrelle, seconded by Commissioner Kinsey, moved to forgive the final \$25,000 payment from Cove Creek Preservation and Development, which was due in June 2009, and direct CCP&D to use the funds for renovations to the Old Cove Creek building.

VOTE: Aye-5
Nay-0

AGENDA ITEM 5:**NORTH CAROLINA AGRICULTURAL TRUST FUND GRANT REQUEST****MANAGER'S COMMENTS:**

Soil and Water and Cooperative Extension are requesting authorization from the Board to apply for a \$36,300 grant from the North Carolina Agricultural Trust Fund. The grant requires a fifteen percent (15%) match in cash or in-kind services. The request is to appropriate \$3,000 from the remaining multiflora rose program. The Board approved \$4,000 at the September 17, 2013 meeting for a digital scale/portable head gate. This will leave approximately \$3,500 unspent in the multiflora rose program funds.

Mr. Hamilton is proposing for the grant match of \$3,000 in cash and \$2,445 from Cooperative Extension and Soil and Water salaries for in-kind services. Due to the grant application deadline of Monday, December 16, 2013, the County Manager authorized submittal of the grant with the understanding that the County could withdraw should the Commissioners not approve the request.

Board action is requested to submit the grant in the amount of \$36,300 to the North Carolina Agricultural Trust Fund with a \$5,445 match to include \$3,000 in cash and \$2,445 from in-kind services.

**NCDA&CS ADFP Trust Fund
ADFP Trust Fund Cycle VII, TVA Sourced Grant Funds, Military Sourced Grant Funds
Plan / Project Application Checklist**

This Agricultural Plan/Project Application Checklist is provided as a means to ensure that all applications are submitted with the required information. Failure to include all information may result in ineligibility to receive funding. This document must be signed **IN BLUE INK** and submitted no later than 5:00PM on Monday, December 16, 2013 in order to be considered. ***Please do not print two-sided or duplex and do not staple application pages.***

Applicant Name:	Watauga County Soil and Water District	
Project Title:	Shared-Use Farm Equipment Program	
Applicant Tax Identification Number:	56-6001816	
DUNS Number:	08-998-8216	
GRANTEE USE ONLY	The following items are required for <u>ALL</u> applicants.	ADFP USE ONLY
<input checked="" type="checkbox"/>	1. Letters of Commitment from matching funds sources <u>only</u> .	<input type="checkbox"/>
<input checked="" type="checkbox"/>	2. Compliance with NC Openbook.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	3. Original Signatures in BLUE INK are needed on pages 9 and 14.	<input type="checkbox"/>
GRANTEE USE ONLY	The following items are required for <u>Non-Profit Non-Governmental Organization Applicants Only</u>. ALL DOCUMENTS REQUIRING SIGNATURE MUST BE COMPLETED IN BLUE INK OR THEY WILL NOT BE ACCEPTED.	ADFP USE ONLY
<input type="checkbox"/>	1. 501(c)(3) Certification and Letter of Federal Tax Exemption Status from the Internal Revenue Service. (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	2. Conflict of Interest Policy and Certification Policy (addressing conflicts of interest involving the applicant's management, employees, and the members of its board of directors or other governing body that may arise): <i>The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the applicant's employees or members of its board of other governing body, from the applicant's disbursing of State funds, and shall include actions to be taken by the applicant or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the funds may be disbursed to the applicant. An example policy may be accessed from the State Auditor's website.</i> (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	3. Sworn Statement of No Overdue Taxes shall be made under oath and shall be filed prior to the disbursement of any State funds. <i>Information can be accessed from the state auditor's website.</i> (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	4. List of current grants held by the applicant organization and respective amounts	<input type="checkbox"/>
<input type="checkbox"/>	5. List of board members	<input type="checkbox"/>
<input type="checkbox"/>	6. Articles of Incorporation	<input type="checkbox"/>

**NCDA&CS Farmland Preservation Grants
ADFP Trust Fund Cycle VII
Plan / Project Application**
For Agricultural, Horticultural, & Forestry Programs



Please direct all questions and concerns to:
NCDA&CS ADFP Trust Fund
1001 Mail Service Center
Raleigh, NC 27699-1001
919.707.3071

ncadfp@ncagr.gov www.ncadfp.org

121713 BCC Meeting Departmental Use Only	
Date Received:	_____
Application #:	_____
Requested Amount:	\$ _____
Project Value:	\$ _____

All information in this application is required. Incomplete applications will be considered ineligible for funding. Application must be delivered to the ADFP Trust Fund office no later than 5:00 PM on December 16, 2013.

RFP funding resources include general state appropriations, TVA settlement grant funds, and military resource funding. RFPs will be matched up with appropriate funding source. All counties are eligible for general appropriation funds.

Please identify which region applies to your grant application. **Note: If choosing TVA or Military regions, the project must be contained exclusively in the listed counties.**

- TVA:** Avery, Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Swain, Transylvania, Watauga, Yancey.
- Military:** Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chatham, Chowan, Columbus, Craven, Cumberland, Currituck, Dare, Duplin, Durham, Edgecombe, Franklin, Gates, Greene, Halifax, Harnett, Hertford, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, Nash, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrell, Wake, Washington, Wayne, Wilson.
- Other:** Includes counties outside of the previously mentioned regions.

IDENTIFYING INFORMATION

Applicant Organization: Watauga County Soil and Water Conservation District	
Project Title (5 words or less): Shared-Use Farm Equipment Program	
All Counties Included in Plan / Project: Watauga	
Applicant Tax Identification Number: 56-6001816	DUNS Number: 08-998-8216
Funds Requested of ADFP: \$36,300.00	Secured Matching Funds: \$5,527.25
Applicant Contact: Denny Norris	Applicant Contact Title: Board Chair
Applicant Mailing Address (if delivered by US Postal Service)	Applicant Physical Address (if delivered by any other means)
Address: 971 West King Street	Street: 971 West King Street
City: Boone	City: Boone
State: NC	State: NC
Zip Code: 28607	Zip Code: 28607
County: Watauga	County: Watauga
Applicant Telephone(s): 828-264-8042	Applicant Email: janie.poe@watgov.org
Applicant Fax Number: 828-264-3067	Applicant Website: http://www.watgov.org/main/App_Pages/Dept/SWCD/home.aspx

APPLICANT DESCRIPTION & MATCHING FUNDS

Matching Funds Rate & Matching Funds

- 1.) Designate (*circle*) whether the Applicant is:
 - a county agency (*if designated go to #2*)
 - OR
 - a private non-profit organization (*if designated go to #3*)
- 2.) County Agencies ONLY
 - A.) Please see the Matching Funds Rate (MFR) Worksheet on page 15 to determine the applicant county's MFR.
 - B.) The Matching Funds Rate (MFR) for this proposal as determined in question 2A above is: 15%
(*This will be used in question number 5.*)
 - C.) Provide a Letter of Intent from each matching source.
- 3.) Non-Governmental Agencies ONLY
 - A.) If the applicant is a private non-profit conservation organization, the Matching Funds Rate (MFR) must equal or exceed 30% (0.30). (*This will be used in question number 5.*)
 - B) Provide a list of all matching funds and a commitment authorization from each source.
- 4.) What is the grant amount requested from the ADFP Trust Fund? \$36,300.00
- 5.) To determine the Minimum Required Match needed for the project, multiply the Grant Request (determined in question 4) by the Matching Funds Rate (MFR) (identified in question 2 or 3).

Grant Request: \$36,300.00
Matching Funds Rate (as decimal): 0.15
Minimum Required Match: \$5,445.00

Total Secured Matching Funds (Committed in writing): \$5,527.25
Total Unsecured Matching Funds (Not committed but requested): \$0.00
Total Matching Funds: \$5,527.25

(Total Secured Matching Funds must be the same as noted on page 2; must meet Minimum Required Match; Based on Commitment Letters included with application)

PROJECT AFFILIATIONS and PARTNERSHIPS

- | | | | |
|----|--|---|--|
| A. | Does the project target <i>Voluntary Agricultural District</i> members? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| B. | Does the project target <i>Enhanced Voluntary Agricultural District</i> members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| C. | Does the project target: | | |
| | 1) <i>Goodness Grows in NC</i> Members? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| | 2) <i>American Tree Farmers</i> ? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | 3) <i>Forest Stewardship Program</i> Members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| D. | Does the project target <i>Beginning Farmers</i> ? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| E. | Does the project target <i>Limited Resources Farmers</i> ? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| F. | Does the project target <i>Century Farm</i> Members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

SCOPE OF WORK

Applicant Name:	Watauga County Soil and Water District
Project Title:	Shared-Use Farm Equipment Program
DUNS Number:	08-998-8216
Applicant Tax Identification Number:	56-6001816

A. Please provide a brief description of the plan / project.

(150 words or less.)

The main goal of this project is to provide farm equipment access to new and limited resource farmers in Watauga County. Shared equipment items are high-cost items that growers use infrequently (once or twice per year). Therefore, it is not financially feasible for individual farmers to purchase. However, these equipment items improve pasture quality and farm sustainability by mitigating soil loss and enhancing soil and nutrient capacity of grazed/production fields. This equipment also helps mitigate soil and water conservation issues. Watauga County Soil and Water will set-up a low-rental-fee program allow farmers access to this equipment.

B. List specific outcomes to be achieved.

(150 words or less.)

- Increase farm profitability and efficiency of small scale Watauga County cattlemen and farmers
- Improve access to expensive equipment
- Increase farm production
- Introduce farmers in the county to different ag technology
- Integrate equipment/technology training into production and best farm management practices & workshops
- Allow farmers to produce more vegetables and beef to meet demands of local food markets (retail and wholesale) in Watauga County
- Increase fertility, nutrient uptake, and productivity of grazed pastureland
- Decrease erosion and improve water quality on county farms

C. Please describe the target audience for this project.

(100 words or less.)

The target audience for this project is small to medium-sized produce farmers and cattle operations that make up 90% of all producers in the county. Cattlemen have an average herd size of 25 head. Most vegetable producers grow produce on less than 5 acres of land. The average age of farmers in the county is 59, but new farmers are beginning to enter the market to produce for the burgeoning local food industry in the county. Less than 1% of farmers in the county have the production equipment requested in this proposal.

D. Please give an approximate number of participants in the project that would benefit from the grant?

(100 words or less.)

The project realistically will immediately benefit approximately 25 farmers and/or cattle producers. There are at least 50 organic and conventional small-scale specialty crop producers who will potentially benefit through access to the proposed equipment. In addition, the Watauga County Cattlemen's Association has more than 45 active members who are receiving training on beef quality assurance and forage management who will benefit from access to the proposed equipment.

E. Please describe the geographic area that the project will cover.*(Please include all counties involved. If all 100 counties are involved, simply stating "state-wide project" will be sufficient.)*

(100 words or less.)

The proposed project based in Watauga County, North Carolina. Watauga County is located in the mountainous northwest corner of North Carolina and shares a border with Tennessee and is the headwaters for four major rivers. The county has a total area of 313 square miles. As of the 2010 census, the population was 51,079.

F. Please describe similar projects, if any, in which your organization has been involved.

(100 words or less.)

Watauga County Soil and Water administers the state ag-cost share program, assists with USDA EQIP, and partners extensively with the county's Cooperative Extension service to provide training, workshops, and technical assistance to farmers and landowners. From 2010-2013 we helped develop the county's Farmland Preservation Plan which was ratified by the county. We currently have three pieces of equipment that are regularly used by county farmers and we are looking to expand the type of equipment available for small-scale farmers & producers.

G. What community need(s) will the project serve?

(150 words or less.)

There has been increased interest from existing & new farmers and landowners in expanding production or beginning a newfarm operation to take advantage of the burgeoning local food economy. More growers are practicing season extension, organic production, & cattle production to enter the local markets. This project will also serve consumers, restaurants & institutions in the county who are purchasing and consuming more locally produced food. Providing access to new farm equipment to these producers will improve production and openmarket access.

H. Please illustrate any permanent jobs to be established by the project and estimate their value to North Carolina agriculture / agribusiness sector?

(150 words or less.)

Providing access to new agricultural equipment and technology will allow farmers to keep farming, increase profitability, and keep land in ag use. Related to the proposed purchases for this project, a weed-wiper, fertilizer injector, and pasture renovator could increase the productivity of grazing land by 3-fold or more. A strip till subsoiler and mulch-bedder (for vegetable plasticulture and use in high-tunnels) can increase yields by more than 20% and allow harvest up to 3 weeks sooner. Potentially 3 or more new jobs can be created and or sustained. Increased farm productivity will create demand for additional produce marketing jobs.

Exclusive Application for TVA sourced grant funds:

If the RFP is exclusively designated for the TVA defined counties, please check all applicable uses of the requested grant funds that apply.

Documentation of grant expenditures will be required of agricultural and forestry sectors use and production of renewable energy and carbon sequestration measures that are checked. The RFP objective must encourage the preservation of qualifying agricultural, horticultural and forestlands or foster the growth, development and sustainability of family farms.

- Anaerobic digestion of poultry, swine, or dairy manure to produce methane as a fuel source to displace conventional fuel use
- Installation of wind and solar power projects at farms to power irrigation and provide heat and / or hot water for farm operations
- Production of biodiesel from high oil producing crops grown and converted on-farm for on-farm use
- Funding the procurement of land and necessary equipment to establish urban farms and support the education and institution of urban farming practices in these communities
- Use of agricultural or forestry waste products in support of biofuel production
- Development of co-products and by-products of biofuel production from agricultural or forestry resources
- Other innovative agricultural or forestry projects, including education and training that meet environmental improvement standards and are approved by the State and / or review committee

Exclusive Use of Military sourced grant funds:

If the RFP is exclusively designated for the military defined counties, please check all applicable uses of the requested grant funds that apply.

Documentation of grant expenditures will be required. The RFP objective must encourage the preservation of qualifying agricultural, horticultural and forestlands or foster the growth, development and sustainability of family farms.

- Strengthening and enhancing local agribusiness / military interdependence
- Development and implementation of farmland preservation plans
- Education and encouragement of qualified landowners to enroll land in Present Use Value (PUV)
- Encouraging the placement of veterans in agribusiness sectors

PROJECT TIMELINE*Projects may not begin before July 1, 2014.***Projects receiving military funds must be completed by June 30, 2015*

Applicant Name:	Watauga County Soil and Water District
Project Title:	Shared-Use Farm Equipment Program
DUNS Number:	08-998-8216
Applicant Tax Identification Number:	56-6001816
Applicants Fiscal Year:	July 1 to June 30

Grant Year One

Quarter (Year One)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 - Sept. 30	order farm equipment; prepare site for storage structure	\$21,500.00	\$3,000.00	\$24,500.00
Oct. 1 - Dec. 31	construct/assemble storage facility structure; develop shared-use policy/protocols for shared equipment use and maintenance	\$14,800.00	\$0.00	\$14,800.00
Jan. 1 - March 31	train staff members and individual producers and groups on use of equipment and maintenance	\$0.00	\$2,027.25	\$2,027.25
April 1 - June 30	Equipment available for use by farm community members, workshop on pasture improvement and farm fertility	\$0.00	\$500.00	\$0.00

Grant Year 1 Subtotal

\$36,300.00

\$5,027.25

\$41,327.25

Grant Year Two

Quarter (Year Two)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 - Sept. 30	Market program to grower groups; Evaluate use and maintenance of equipment	\$0.00	\$0.00	\$0.00
Oct. 1 - Dec. 31	Market program to grower groups, Maintenance of equipment	\$0.00	\$0.00	\$0.00
Jan. 1 - March 31	Program evaluation	\$0.00	\$0.00	\$0.00
April 1 - June 30	Final Reporting	\$0.00	\$0.00	\$0.00

Grant Year 2 Subtotal

\$0.00

\$0.00

\$0.00

Entire Grant Period Total

\$36,300.00

\$5,027.25

\$41,327.25

★ **Project Timeline Totals must match Project Budget Totals on page 9.**

PROJECT BUDGET

List the funds requested from grant, the cash match anticipated, and in-kind match in the table below by line item and state the totals for each. Then, state the "Total Project Value" on the line below by adding the total grant funds requested, the total cash match anticipated, and the total in-kind match anticipated. In the Budget Narrative section, provide an explanation of how the grant funds will be expended.

If more space is needed, please attach additional sheets.

Applicant Name:	Watauga County Soil and Water District
Applicant Tax Identification Number:	56-6001816
DUNS Number	08-998-8216
Project Title:	Shared-Use Farm Equipment Program
Applicant's Fiscal Year	July 1 to June 30

Expenditure Categories	Grant Funds Requested	Cash Match	In-Kind Match	Total
101 Site Development (Projects only)	\$2,000.00	\$0.00	\$0.00	\$2,000.00
102 Construction (Projects only)	\$14,800.00	\$0.00	\$0.00	\$14,800.00
103 Equipment	\$7,000.00	\$3,000.00	\$0.00	\$6,000.00
104 Travel (applicable state rates)	\$0.00	\$0.00	\$0.00	\$0.00
105 Special Program Supplies	\$12,500.00	\$0.00	\$0.00	\$12,500.00
106 Consultant and Specialized Services	\$0.00	\$0.00	\$0.00	\$0.00
107 Personnel and Administrative		\$0.00	\$2,527.25	\$2,527.25
108 Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00
109 Printing and Binding	\$0.00	\$0.00	\$0.00	\$0.00
110 Promotional Materials	\$0.00	\$0.00	\$0.00	\$0.00
111 Workshops and Conferences (Plans only)	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$36,300.00	\$3,000.00	\$2,527.25	

Total Project Value (Please Add Grant Funds + Cash Match + In-Kind Match) = \$41,827.25

★ **Project Budget Totals must match Project Timeline Totals on page 8.**

 Applicant Signature Date

 ADFP Trust Fund Budget Officer Signature Date

 ADFP Trust Fund Program Manager Signature Date

BUDGET NARRATIVE

Provide a short explanation of the purpose of the line item expenditures listed below based on the budget you completed on page 9.

Expenditure Categories	Budget Narrative
101 Site Development (Projects only)	* grading and foundation for storage structure to house shared-use farm equipment.
102 Construction (Projects only)	* purchase, construction, and/or assembly of storage structure to house shared-use farm equipment.
103 Equipment	* two-row strip till subsoiler (\$5,000) * mulch bedder & lifter combo (\$5,000)
104 Travel (applicable state rates)	
105 Special Program Supplies	* pasture renovator (\$1,800) * seedling lifter/undercutter with tractor weights (\$1,600) * fertilizer injector (\$3,000) * weed wiper (\$1,100) * enclosed 10' trailer (\$4,000) * shipping and transportation (\$1,000)
106 Consultant and Specialized Services	
107 Personnel and Administrative	Partner organizations will provide an in-kind salary match to carry out the project. Soil and Water Technician and one Extension Agent will conservatively contribute over \$2,500 in time for technical/educational support
108 Office Supplies	
109 Printing and Binding	
110 Promotional Materials	
111 Workshops and Conferences (Plans only)	

MATCHING FUNDS INFORMATION

Identify all funding sources for this project outside of requested grant monies. List all the contact information for each source in the bottom section.

Source of Funds	Amount of Funds	Cash (C) or In-kind (IK)	Description	Rate of Pay & Hours
<i>Example: ABC Agency</i>	<i>\$300</i>	<i>IK</i>	<i>Administration Assistant</i>	<i>\$10/hr for 30 hrs.</i>
Watauga County	\$3,000.00	C	equipment match	
Watauga County Cooperative Extension	\$1,031.25	IK	Extension Agent salary match for education support	\$25.78/hr for 40 hrs.
Watauga County Soil & Water	\$1,496.00	IK	Technician	\$18.70/hr for 80 hrs.
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
Total:	\$5,527.25			

Notes: matching funds of \$3,000 in cash have been approved by Watauga County for equipment purchases related to this project. In-kind match for Watauga County Extension agent and Soil and Water technician are conservative salary match estimates. In-kind match for administrative and financial management support as well as additional training, demonstrations of equipment, etc are not included in the budget lines as they will be integrated into daily job duties of staff.

Contact Information for Outside Funding Sources Listed Above

Name	Agency	Phone Number	Email Address
Deron Geouque, County Manager	Watauga County	828-265-8000	deron.geouque@watgov.org
Jim Hamilton, County Director	Watauga County Cooperative Extension	828-264-3061	jim_hamilton@ncsu.edu
Denny Norris, Board Chair	Watauga County Soil and Water District	828-264-0842	janie.poe@watgov.org

★ Match funds must match Project Budget and Project Timeline Totals on page 8 and 9.

NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: in January 2009, the Governor of North Carolina signed Executive Order 4. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

DUNS Number: 08-998-8216	Amendment Number:
Grantee Name: Watauga County Soil and Water District	TAX ID Number: 56-6001816
Fiscal Year Ends: June 30	Contract Number:

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

The Watauga Soil And Water Conservation District is a subdivision of state government charged with planning, executing, and promoting sound conservation practices through the voluntary cooperation of landowners. The District administers the N.C. Agricultural Cost Share program to improve water quality and reduce non-point source pollution on agricultural lands. The soil and water district has 2 full-time staff (a technician and secretary) and is administered by an 5 member board.

2. Current project timeline: Begin: July 1, 2014 End: June 30, 2016

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food will be made available for human consumption.)

Expected outcome: New farm equipment/technology will be available to small and limited resource farmers and improve farm profitability, productivity, and efficiency

Deliverable: Soil and water resources will be conserved and more local produce, specialty crops, and meats farm will be produced for local and regional markets

4. The Grantee's website URL: http://www.watgov.org/main/App_Pages/Dept/SWCD/home.aspx

5. * Primary County of Performance. County Name: Watauga
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: 5

6. **County of Benefit:

Single County:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	County Name: Watauga
Statewide:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Regional:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

N/A

***Primary County of Performance: County in which grantee is located.**

****County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.**

REQUESTING A D-U-N-S NUMBER

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

D-U-N-S Request by Email

Request your D-U-N-S Number via the Web. If one does not exist for your business location, **it can be created within 1 business day.** <http://fedgov.dnb.com/webform>

For technical difficulties, contact govt@dnb.com

D-U-N-S Request by Phone

1-866-705-7511

For U.S., Puerto Rico, and US Virgin Islands Requests only

Contact the D&B Government Customer Response Center
U.S. and U.S Virgin Islands: 1-866-705-5711
Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)
 Monday - Friday 7 AM to 8 PM C.S.T.

The process to request a D-U-N-S® Number by telephone takes between 5 and 10 minutes.

You will need to provide the following information:

- Legal Name
- Trade style, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical Address, City, State and Zip Code
- Mailing Address (if separate)
- Telephone Number
- Contact Name
- SIC Code (Line of Business)
- Number of Employees at your location
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)
- Is this a home-based business?



**ADFP Trust Fund
NCDA&CS**

I certify that the information contained in this document is true and accurate and will follow reporting requirements for use of state funds as mandated by G.S. 143C-6-23.

I certify that I am authorized by the applicant organization or agency to enter into a contractual arrangement on its behalf with the granting agency.

I understand that this application and all attachments submitted with it are public records subject to the Freedom of Information Act.

Signature: _____ | Date: _____
(Representative Authorized to Sign on Behalf of the Applicant Organization)

Title: _____

Organization: _____

Please direct all questions and concerns to:
Elizabeth Heath
NCDA&CS ADFP Trust Fund
1001 Mail Service Center
Raleigh, NC 27699-1001
919.707.3071
ncadfp@ncagr.gov
www.ncadfp.org

Matching Funds Worksheet for County Agencies

County	2013 Tier Designations	NCD&CS Approved Farmland Protection Plan?	Matching Funds Rate (MFR)	County	2013 Tier Designations	NCD&CS Approved Farmland Protection Plan?	Matching Funds Rate (MFR)
Alamance	2	Yes	15%	Johnston	3	Yes	15%
Alexander	2	No	30%	Jones	1	Yes	0%
Alleghany	1	No	30%	Lee	2	Yes	15%
Anson	1	No	30%	Lenoir	1	Yes	0%
Ashe	2	No	30%	Lincoln	2	Yes	15%
Avery	2	No	30%	Macon	2	No	30%
Beaufort	2	No	30%	Madison	2	No	30%
Bertie	1	No	30%	Martin	1	No	30%
Bladen	1	Yes	0%	McDowell	1	No	30%
Brunswick	3	No	30%	Mecklenburg	3	No	30%
Buncombe	3	Yes	15%	Mitchell	1	No	30%
Burke	1	No	30%	Montgomery	1	Yes	0%
Cabarrus	3	Yes	15%	Moore	3	Yes	15%
Caldwell	1	No	30%	Nash	2	Yes	15%
Camden	1	No	30%	New Hanover	3	No	30%
Carteret	3	No	30%	Northampton	1	No	30%
Caswell	1	Yes	0%	Onslow	2	Yes	15%
Catawba	2	Yes	15%	Orange	3	Yes	15%
Chatham	3	Yes	15%	Pamlico	2	Yes	15%
Cherokee	1	Yes	0%	Pasquotank	2	No	30%
Chowan	1	No	30%	Pender	3	No	30%
Clay	1	Yes	0%	Perquimans	2	No	30%
Cleveland	2	No	30%	Person	2	No	30%
Columbus	1	No	30%	Pitt	2	No	30%
Craven	2	No	30%	Polk	2	Yes	15%
Cumberland	2	Yes	15%	Randolph	2	Yes	15%
Currituck	2	Yes	15%	Richmond	1	Yes	0%
Dare	2	No	30%	Robeson	1	Yes	0%
Davidson	2	Yes	15%	Rockingham	1	Yes	0%
Davie	2	No	30%	Rowan	2	No	30%
Duplin	2	Yes	15%	Rutherford	1	No	30%
Durham	3	Yes	15%	Sampson	2	Yes	15%
Edgecombe	1	Yes	0%	Scotland	1	Yes	0%
Forsyth	3	No	30%	Stanly	2	Yes	15%
Franklin	3	Yes	15%	Stokes	2	No	30%
Gaston	2	Yes	15%	Surry	2	Yes	15%
Gates	1	No	30%	Swain	1	Yes	0%
Graham	1	No	30%	Transylvania	2	Yes	15%
Granville	2	No	30%	Tyrrell	1	No	30%
Greene	2	Yes	15%	Union	3	No	30%
Guilford	2	Yes	15%	Vance	1	No	30%
Halifax	1	No	30%	Wake	3	Yes	15%
Harnett	2	Yes	15%	Warren	1	No	30%
Haywood	3	Yes	15%	Washington	1	No	30%
Henderson	3	Yes	15%	Watauga	3	Yes	15%
Hertford	1	No	30%	Wayne	2	Yes	15%
Hoke	1	Yes	0%	Wilkes	1	No	30%
Hyde	1	No	30%	Wilson	1	No	30%
Iredell	3	Yes	15%	Yadkin	2	No	30%
Jackson	1	No	30%	Yancey	1	No	30%

AGENDA ITEM 6:

REQUEST TO ACCEPT ADDITIONAL FY 2014 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) FUNDS/CONTRACT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a grant for additional funding from the Senior's Health Insurance Information Program (SHIIP). The grant funding would be used to conduct two (2) outreach clinics and the purchase of a new computer for SHIPP volunteers to use. The amount of the grant is \$1,739 and does not require a County match.

Board action is requested to accept the additional SHIPP grant funds in the amount of \$1,739.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: December 11, 2013

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of Additional FY 2014 SHIIP Funds/Contract

The Project on Aging is eligible to receive a grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$1,739 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment by conducting a minimum of two outreach clinics by 9/29/15. The funds can also be used to purchase supplies used by the SHIIP volunteers such as paper, toner, etc. We also plan to use the funds to purchase a new computer for the SHIIP volunteers to use while assisting with enrollment.

I recommend acceptance of these funds and will be present for questions or discussion.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

RO 17273003

This Contract and its attachments shall be completed and returned to the Agency within 45 days of receiving the electronic document in order for the Agency to process the award and provide funds to the Grantee. The Grantee shall provide the agency with progress reports and a final report detailing the Grantee's use of State funds.

This Contract is entered into by and between the North Carolina Department of Insurance, Division of SHIIP, hereinafter referred to as the "Agency", and Watauga County Project on Aging / L.E. Harrill Senior Center located in Watauga county, hereinafter referred to as the "Grantee", referred to collectively as the "Parties".

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This Contract is effective 10/17/2013 and terminates on 9/29/2014.
4. **Grantee's Duties:** The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:
- A) A final budget report of expenses incurred during the contract period date;
 - B) A mid-year report of the contracted activities of the Grantee due by April 30, 2014;
 - C) A final comprehensive report within sixty (60) days of the project end date; due on or before November 30, 2014.
5. **Agency's Duties:** The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

- Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
13. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
14. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
15. **Audit:** The Agency reserves the right to conduct an audit through the NCSMP Program Director.
16. **Federal Certifications:** The Grantee agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
- A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

17. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In witness whereof, the Grantee and the Agency have executed this Agreement with one original, which is retained by Agency.

**Watauga County Project on Aging /
L.E. Harrill Senior Center**

Witness

BY: Angie Baitnotte

Jennifer Teague

Angie Baitnotte
Printed Name

Jennifer Teague
Printed Name

DATE: 12/11/13

Division of SHIP,

BY: _____
R. Van Braxton
Deputy Commissioner

BY: _____
Carla Obiol
Senior Deputy Commissioner

DATE: _____

DATE: _____

Contract is not executed until last signature is obtained.

The Agency and the Grantee agree and understand that this contract is considered executed on the latest date of either the last signature on this agreement or the date of Department of Insurance's procurement electronic approval.

[*TBL 11-15-2013*] Format reviewed & approved by Controller's Office

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to

- individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
 - (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
 - (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
 - (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
 - (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
 - (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
 - (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
 - (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
 - (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State

funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all

information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Agency may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property and the Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Agency

determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Agency may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Agency and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Agency. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales

and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Attachment B

For the period 10/17/2013 – 9/29/2014

Statement of Work

Grantee: Watauga County Project on Aging / L.E. Harrill Senior Center

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for SFY2014. The uses of these funds are not limited to but MUST include the following activities:

- 1) Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period 10/17/2013 through 9/29/2014; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
- 2) Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner to the SHIIP office in Raleigh or through the SHIPTalk website ;
- 3) Conduct a Community Superstar Meeting with local county officials to discuss Relay for Extra Help.

SCOPE OF WORK:
(Maximum 2 pages)

The Project on Aging serves as the focal point for aging services in Watauga County. The agency is a department of County Government. Our mission is to encourage independence and promote wellness by providing supportive services to the county's older adults.

With this grant funding we will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/17/2013 through 9/29/2014. These clinics will be held in non-traditional locations throughout the community. We will submit the client counseling contact and Public & Media Outreach forms in a timely manner to the SHIIP office through the SHIPTALK website. We will conduct a community superstar meeting with local county officials to discuss Relay for Extra Help. We will also use these funds to purchase a new computer for our SHIIP volunteers to use when enrolling individuals into Medicare and assisting with LIS applications. We also will need to purchase paper, toner, and ink for the printer.

SCOPE OF WORK: cont.

Attachment C
For the period 10/17/2013 – 9/29/2014

Line Item Budget and Budget Narrative

Using the budget line items listed below, please provide a budget and a short narrative on how you plan to spend the funding amount reflected in the contract. Allowable expenses include telephone, postage, salary/stipends, equipment purchases, internet services, etc. New CMS regulations stipulate that federal dollars cannot be used to purchase food; if any of your outreach events includes food, it must be paid for from other existing agency funds. Additionally, please note that indirect charges will not be allowed under this contract. All budgets must be approved by the Agency.

Grantee Name: Watauga County Project on Aging / L.E. Harrill Senior Center

Grantee Name: Watauga County Project on Aging / L.E. Harrill Senior Center	
Budget	Amount
Contractual	100.00
Construction	
Supplies	400.00
Equipment	700.00
Other	539.00
Travel	
Personnel	
Fringe	
Total	1,739.00

Narrative:

We will use available funds to: purchase table space to promote SHIIP and LIS enrollment at events; compensate personnel who assist with SHIIP duties as needed; contract with trained volunteers to provide one on one counseling assistance by appointment during designated days and hours; purchase paper, ink and toner for printer; pay for Internet services; purchase a new desktop computer for use with meeting and enrolling LIS applicants and Medicare beneficiaries. We will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/17/2013 through 9/29/2014. We will conduct a community superstar meeting with local county officials to discuss Relay for Extra Help.

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The grantee certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<p>Signature of Authorized Certifying Official</p> <p><i>Angei Beckwith</i></p>	<p>Title</p> <p><i>Director</i></p>
<p>Grantee Name</p> <p>Watauga County Project on Aging / L.E. Harrill Senior Center</p>	<p>Date Submitted</p>

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AGENDA ITEM 7:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

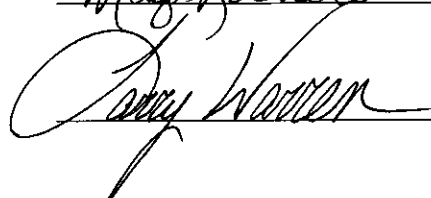
Monthly Collections Report**Watauga County**

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 November 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>
<u>General County</u>					
Taxes 2013	5,199,685.06	26.27%	12,956,438.98	47.03%	48.23%
Prior Year Taxes	39,944.60		303,143.44		
Land Fill Fees	410,540.62	28.97%	923,195.35	47.44%	43.91%
Green Box Fees	118,567.47	30.97%	265,353.31	49.71%	46.43%
Total County Funds	\$5,768,737.75		\$14,448,131.08		
<u>Fire Districts</u>					
Foscoe Fire	87,192.99	28.98%	247,476.64	53.17%	52.65%
Boone Fire	174,582.27	32.73%	388,529.06	51.66%	51.05%
Beaver Dam Fire	21,505.61	26.44%	52,180.03	45.96%	43.86%
Stewart Simmons Fire	18,842.25	15.39%	51,239.42	33.38%	34.30%
Zionville Fire	19,823.25	26.25%	53,426.70	48.47%	45.37%
Cove Creek Fire	48,452.19	30.18%	117,136.70	50.69%	48.40%
Shawneeaw Fire	23,351.07	34.70%	49,747.20	52.83%	53.58%
Meat Camp Fire	44,027.73	29.87%	103,596.98	49.81%	50.64%
Deep Gap Fire	40,318.85	29.98%	87,985.30	47.92%	48.15%
Todd Fire	12,227.21	26.53%	29,219.51	46.15%	47.45%
Blowing Rock Fire	87,997.60	26.31%	235,021.87	48.53%	48.31%
M.C. Creston Fire	1,246.89	32.62%	3,128.80	53.64%	41.95%
Foscoe Service District	17,262.42	34.06%	38,112.51	53.11%	54.96%
Beech Mtn. Service Dist.	65.35	4.08%	461.90	23.13%	19.58%
Cove Creek Service Dist.	180.60	86.04%	271.80	90.27%	92.86%
Shawneeaw Service Dist	881.68	23.36%	2,602.64	47.29%	51.95%
Total Fire Districts	\$597,957.96		\$1,460,137.06		
<u>Towns</u>					
Boone	683,758.32	16.91%	1,882,648.96	35.14%	34.50%
Municipal Services	5,225.45	5.40%	24,058.55	20.35%	27.56%
Boone MV Fee	1,729.68	29.01%	9,137.08	67.26%	66.37%
Blowing Rock	4,805.20	43.49%	22,274.89	78.18%	69.12%
Beech Mountain	4,574.16	40.13%	20,392.84	73.15%	55.17%
Seven Devils	1,192.00	35.60%	5,950.72	73.68%	58.93%
Total Town Taxes	\$701,284.81		\$1,964,463.04		
Total Amount Collected	\$7,067,980.52		\$17,872,731.18		

 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.

11/27/2013 16:59
Larry.Warren

WATAUGA COUNTY
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1746071 ALSAIDI, HAFED SADEK MOHAMED ALSHAYEF, EBRAHIM ABDO 168 HARDIN ST BOONE, NC 28607-4152	MV 2013	18885	11/27/2013			0	C02	79.33
	CAT8687			C02			CF2	5.00
	TAX RELEASES				4186		G01	67.11
	PD THRU LPA - GIVEN A T-STICKER							151.44
1588886 ANIMAL HOSPITAL OF BOONE LABRADOR HOLDINGS PC 2773 HIGHWAY 105 SOUTH BOONE, NC 28607	PP 2013	20130083	11/27/2013			0	C02	86.32
	1163			C02			G01	73.02
	TAX RELEASES				4260		C02L	8.63
	DOUBLE BILLED IN DISCOVERY BILL PROCESS						G01L	7.30
								175.27
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2008	1368948	11/27/2013			70,400	G01	220.35
	2901-40-2661-000			C02			C02	260.48
	REFUND RELEASE				4249			480.83
	MERGED WITH PARCEL 2901401598000							480.83
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2009	1414300	11/27/2013			70,400	G01	220.35
	2901-40-2661-000			C02			C02	260.48
	REFUND RELEASE				4248			480.83
	MERGED WITH PARCEL 2901401598000							480.83
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2010	1459913	11/27/2013			70,400	G01	220.35
	2901-40-2661-000			C02			C02	260.48
	REFUND RELEASE				4247			480.83
	MERGED WITH 2901401598000							480.83
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2011	35172	11/27/2013			70,400	C02	260.48
	2901-40-2661-000			C02			G01	220.35
	REFUND RELEASE				4246			480.83
	MERGED WITH PARCEL 2901401598000							480.83
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2012	35059	11/27/2013			70,400	C02	260.48
	2901-40-2661-000			C02			G01	220.35
	REFUND RELEASE				4245			480.83
	MERGED PARCEL 2901401598000							480.83
1004613 APPALACHIAN SOUTH INC P O BOX 2614 BOONE, NC 28607	RE 2013	1081	11/27/2013			70,400	C02	260.48
	2901-40-2661-000			C02			G01	220.35
	TAX RELEASES				4244			480.83
	MERGED WITH 2901401598000							480.83
1610973 B. PARK TERRELL AGENCY INC. PO BOX 2138 BOONE, NC 286072138	MV 2013	14987	11/27/2013			4,515	F09	2.26
	BCE7427			F09			G01	14.13
	TAX RELEASES				4216			16.39
	TURN IN TAG							16.39

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1746120 BAIRD, WILLIAM GENE JR BAIRD, DEBORAH ANN 1761 BEECH MOUNTAIN PKWY BANNER ELK, NC 28604	MV 2013	18961	11/27/2013			0	C05	158.66
	YXW6153			C05			G01	77.59
	TAX RELEASES LIVES IN AVERY COUNTY				4273			236.25
1554467 BEANE, BILLIE ARNEY 215 DOE DR BOONE, NC 286079445	MV 2013	19029	11/27/2013			1,491	F02	.75
	BKK7994			F02			G01	4.67
	TAX RELEASES PLT TURN-IN / VEHICLE SOLD				4224			5.42
1737084 BENAVIDES, PEDRO BENAVIDES, BELKIS ORTIZ 581 CRANBERRY ST NEWLAND, NC 28657-6700	MV 2012	38609	11/27/2013			0	C02	61.83
	BFC4934			C02			CF2	5.00
	TAX RELEASES INCORRECT BILLING ON 2012				4214		G01	52.30
								119.13
1572544 BENTLEY, EDDIE DEAN 391 NC HIGHWAY 105 BYP BOONE, NC 286077601	MV 2013	19057	11/27/2013			2,500	F02	1.25
	AMXDEAN			F02			G01	7.83
	TAX RELEASES INCORRECT TAX VALUE				4169			9.08
1603306 BENTLEY, KIMBERLY COBLE BENTLEY, RALPH LUTHER JR PO BOX 1734 BLOWING ROCK, NC 286051734	MV 2013	19061	11/27/2013			6,435	F02	3.22
	AEW9491			F02			G01	20.14
	TAX RELEASES PLT TURN-IN				4134			23.36
1724940 BLUE RIDGE ELECTRIC MEMBE, RSHIP CORP #2 PO BOX 112 LENOIR, NC 28645-0112	MV 2013	19127	11/27/2013			0	F09	2.65
	YA017333			F09			G01	16.59
	TAX RELEASES EXEMPT				4133			19.24
1620288 BORDEAUX, ELIZABETH CONE PO BOX 1554 BOONE, NC 286071554	MV 2013	19173	11/27/2013			10,208	F02	5.10
	VWZ6154			F02			G01	31.95
	TAX RELEASES MOVED TO SC				4227			37.05
1643178 BOWERS, FRED ALLEN 748 HODGES GAP RD BOONE, NC 286078641	MV 2013	19190	11/27/2013			0	F02	4.20
	6W68BP			F02			G01	26.29
	TAX RELEASES INCORRECT BILLING				4212			30.49
1628962 BRIGHAM, BENNY CARLTON 115 BIRCHTREE LN BOONE, NC 286079769	MV 2013	19231	11/27/2013			780	F10	.39
	WYP4561			F10			G01	2.44
	TAX RELEASES VALUE ADJUSTMENT				4152			2.83

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1581989 BROOKS, MELANIE GREENE 648 LINVILLE CREEK RD VILAS, NC 286929190	MV 2013	3844	11/27/2013			1,325	F07	.66
	3N3827			F07			G01	4.15
	REFUND RELEASE PLT TURN-IN / VEHICLE TOTALLED				4226			4.81
1320829 BROWN, JEFFREY F 1670 POPLAR GROVE RD BOONE, NC 28607	MV 2013	19266	11/27/2013			6,883	F02	3.44
	BMK7052			F02			G01	21.54
	TAX RELEASES SOLD / PLT TURN-IN				4191			24.98
1641482 BROWN, JOSHUA RICHARD BROWN, SARAH WINSTEAD 160 CREEKSIDE LN BOONE, NC 286078944	MV 2012	22900	11/27/2013			9,225	C02	34.13
	AHV1335			C02			G01	28.87
	REFUND RELEASE TURN IN TAG				4211			63.00
1722235 BUCHANAN, TAMERA HODGES PO BOX 504 BANNER ELK, NC 28604-0504	MV 2013	11455	11/27/2013			4,170	F08	2.09
	BCE5679			F08			G01	13.05
	REFUND RELEASE PLT TURN-IN / SOLD				4175			15.14
1021757 BUTLER, JERRY L AND PHYLLIS 851 BLOWING ROCK RD BOONE, NC 28607-4865	MV 2012	22951	11/27/2013			13,099	F02	6.55
	YXM9408			F02			G01	41.00
	REFUND RELEASE PLT TURN-IN / SOLD				4196			47.55
1021757 BUTLER, JERRY L AND PHYLLIS 851 BLOWING ROCK RD BOONE, NC 28607-4865	MV 2013	19343	11/27/2013			0	F02	28.50
	CBZ4612			F02			G01	178.41
	TAX RELEASES given t sticker - pd lpa				4267			206.91
1582417 CARLTON, LARRY DEAN 11268 US HWY 421 SOUTH DEEP GAP, NC 28618	MV 2013	19418	11/27/2013			0	F10	16.91
	BMK7930			F10			G01	105.83
	TAX RELEASES BILLED WITH NCVTS				4237			122.74
1628398 CATRON, CURTIS R 118 NEAR SAWREY BOONE, NC 286077346	MV 2013	19468	11/27/2013			0	F12	9.18
	VCRC			F12			G01	57.44
	TAX RELEASES INCORRECT BILLING WRON PLT FROM LPA				4253			66.62
1593698 CAUDILL, DARLENE GREENE CAUDILL, WILLIAM JEFFREY 254 STONEY FORK RD DEEP GAP, NC 286189474	MV 2013	19469	11/27/2013			5,756	F10	2.88
	BAL1881			F10			G01	18.02
	TAX RELEASES SOLD / PLT TURN-IN				4264			20.90

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1026913 CHAPPELL, TERRY PO BOX 252 BANNER ELK, NC 28604-0252	MV 2013	19500	11/27/2013			0	F01	4.21
	TPC			F08			G01	26.32
	TAX RELEASES				4127			
	INCORRECT FIRE DISTRICT							30.53
1746049 CHURCH, ERIC JONATHAN 456 SEVEN OAKS RD BOONE, NC 28607-9126	MV 2013	19527	11/27/2013			0	F02	13.98
	CAJ5245			F02			G01	87.48
	TAX RELEASES				4151			
	PD THRU LPA - GIVEN T-STICKER							101.46
1594433 CHURCH, WILLIAM BERT CHURCH, GERALDINE LOY 3854 PEORIA RD SUGAR GROVE, NC 286799591	MV 2013	19536	11/27/2013			2,150	F04	1.08
	BMK7124			F04			G01	6.73
	TAX RELEASES				4187			
	INCORRECT TAX VALUE							7.81
1731263 CONBOY, THERESA MARIE PSC 561 BOX 1232 FPO, AP 96310	MV 2013	4118	11/27/2013			0	F02	2.38
	AAF1889			F02			G01	14.90
	TAX RELEASES				4124			
	military exemption							17.28
1726455 CONSTANTINE, JEFFREY CHARLES CHARLOTTE, NC 28210	MV 2013	15515	11/27/2013			0	F09	12.50
	ZSC8982			F09			G01	78.25
	REFUND RELEASE				4235			
	CLERICAL ERROR							90.75
7077 COREY, SHAWN 196 GRANDVIEW DR BANNER ELK, NC 28604	MV 2013	11714	11/27/2013			11,714	C04	59.74
	AAE9665			C04			G01	36.66
	REFUND RELEASE				4268			
	TURN IN TAG							96.40
1589002 CRAIG, KENNETH M JR CRAIG, NIKI W 1231 FAIRWAY DR BOONE, NC 28607	MV 2013	4182	11/27/2013			645	F07	.32
	XPS9134			F07			G01	2.02
	REFUND RELEASE				4122			
	PLT TURN-IN - SOLD							2.34
1620345 CRITCHER BROS PRODUCE INC 7467 OLD US HWY 421 S DEEP GAP, NC 28618	MV 2013	19726	11/27/2013			0	F10	5.44
	STR9439			F10			G01	34.05
	TAX RELEASES				4204			
	EXEMPT							39.49
1745757 CURLY TAIL, INC 330 APLINE DRIVE BANNER ELK, NC 28604	PP 2013	20130082	11/27/2013			0	C02	324.42
	1162			C02			G01	274.44
	TAX RELEASES				4259		C02L	32.44
	DOUBLE BILLED IN DISCOVERY BILL PROCESS						G01L	27.44
								658.74

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
33628 DANNER, HARVEY CLAY JR PO BOX 2073 BLOWING ROCK, NC 28605	MV 2013	706	11/27/2013			0	C03	60.00
	BFC5251			C03			G01	67.08
	TAX RELEASES				4231			
	DUPLICATE BILL / PD ON TEMP PLT							127.08
1604831 DOERR, RONALD JOHN DOERR, FRANCES J 2920 N WEST 122ND AVE FORT LAUDERDALE, FL 33323	MV 2013	19860	11/27/2013			0	F02	8.10
	5L6860			F02			G01	50.71
	TAX RELEASES				4285			
	BACKED OUT ON SALE OF MC DID NOT BUY							58.81
1610596 DOUGLAS L MCGUIRE CONST CO INC P O BOX 1579 BOONE, NC 28607	MV 2013	19881	11/27/2013			0	C02	113.63
	A2205			C02			CF2	5.00
	TAX RELEASES				4176		G01	96.12
	ICORRECT FIRE DISTRICT							214.75
1626007 DUNLAP, DONALD BUSBY 110 WESTBROOK DR BOONE, NC 286073742	MV 2013	806	11/27/2013			4,998	F02	2.50
	NSH8061			F02			G01	15.64
	REFUND RELEASE				4149			
	TURN IN TAG							18.14
1620380 EDMISTEN HEATING AND COOLING EDMISTEN, JOHN HOYT JR PO BOX 3144 BOONE, NC 28607	MV 2013	19920	11/27/2013			0	C02	31.56
	BV3216			F10			CF2	5.00
	TAX RELEASES				4215		G01	26.70
	INCORRECT SITUS							63.26
1588357 EDMONSON, MONICA LEIGH 541 WILL ISAACS RD ZIONVILLE, NC 28698	MV 2013	19926	11/27/2013			2,272	F06	1.14
	SWY6052			F06			G01	7.11
	TAX RELEASES				4233			
	TAG TURNED IN 11/15/13							8.25
1580116 EGGERS, JOHN LEE 1078 MOUNTAIN DALE RD VILAS, NC 286929391	MV 2013	19936	11/27/2013			0	C02	3.77
	NSD4601			C02			CF2	5.00
	TAX RELEASES				4254		G01	3.19
	INCORRECT FIRE DISTRICT							11.96
1577413 FANKHAUSER, GABE NEYHOUSE, TERESA J 310 WOODLAND DR BOONE, NC 28607	MV 2013	19998	11/27/2013			3,690	C02	13.65
	BCE7424			C02			G01	11.55
	TAX RELEASES				4276			
	VALUE TO HIGH DIE TO MILES & B=DAM							25.20
1746018 FEATHERSTONE, DANIEL COLE 155 JOHN THOMAS DR BOONE, NC 28607-4567	MV 2013	20025	11/27/2013			2,712	F02	1.36
	BMK7046			F02			G01	8.49
	TAX RELEASES				4170			
	TURN IN TAG							9.85

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1746085 FIACCO, LINDA JOYCE PO BOX 1972 BANNER ELK, NC 28604-1972	MV 2013 BCE7200 TAX RELEASES OUT OF COUNTY / AVERY	20031	11/27/2013	F01	4183	0 F01 G01	10.07 63.01 <hr/> 73.08
1746081 FILLPOT, BOB GEAN FILLPOT, DONNA COLE 292 SUMMIT DR TODD, NC 28684-9773	MV 2013 CAJ6629 TAX RELEASES OUT OF COUNTY / ASHE	20037	11/27/2013	F11	4220	0 F11 G01	17.35 77.59 <hr/> 94.94
1543089 FORD, LOWE LIFE ESTATE FORD, FAYE LIFE ESTATE 1304 FORD RD BOONE, NC 28607	MV 2013 CAJ7020 TAX RELEASES DOUBLE BILLED	20067	11/27/2013	F12	4234	0 F12 G01	11.46 71.74 <hr/> 83.20
1745454 FURR, ANDREW MARK. FURR, HEATHER DIANE 3236 RUSS CORNETT RD BOONE, NC 28607	MV 2013 ZNR5106 TAX RELEASES DOUBLE BILLED	15977	11/27/2013	F04	4265	0 F04 G01	6.80 42.57 <hr/> 49.37
1612201 GARRETT, MARK R GARRETT, ALISON MCKAY 833 ALPINE DR BANNER ELK, NC 28604	MV 2013 WWX3454 TAX RELEASES SOLD / PLT TURN-IN	8245	11/27/2013	C04	4274	17,900 C04 G01	91.29 56.03 <hr/> 147.32
1627694 GISONDI, DAVID 8538 SAWPINE RD DELRAY BEACH, FL 334469614	MV 2013 5C6797 TAX RELEASES duplicate pd at lpa t sticker	20183	11/27/2013	F07	4275	0 F07 G01	2.62 16.40 <hr/> 19.02
1628482 GREENE, CLARENCE DOUGLAS GREENE, MARY WINEBARGER PO BOX 1925 BOONE, NC 28607	MV 2013 CAJ5263 TAX RELEASES BILLED AND PAID IN NCVTS	20251	11/27/2013	F10	4188	0 F10 G01	15.00 93.90 <hr/> 108.90
1575050 GREENE, CLYDE EARLY JR 3145 WILDCAT RD DEEP GAP, NC 286189282	MV 2012 AAE9845 REFUND RELEASE PLT TURN-IN - SOLD	39362	11/27/2013	F10	4182	1,062 F10 G01	.53 3.32 <hr/> 3.85
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	MV 2013 A4625 REFUND RELEASE SOLD / PLT TURN-IN	8378	11/27/2013	F02	4190	2,788 F02 G01	1.39 8.73 <hr/> 10.12

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1546216 HAGAMAN, JULIA MCCARTNEY 275 WOODLAND DRIVE BOONE, NC 28607	MV 2013	20361	11/27/2013			0	F02	11.91
	CAW5502			F02			G01	74.53
	TAX RELEASES PD LPA GIVEN T STICKER				4174			86.44
1745982 HANKERD, SHARON LEE 10884 NC HIGHWAY 105 S BANNER ELK, NC 28604-8658	MV 2013	20412	11/27/2013			5,900	F01	2.95
	BDM3169			F01			G01	18.47
	TAX RELEASES INCORRECT TAX VALUE				4255			21.42
1070036 HARMON, BARTON LANE AND MARCIA 7083 US HWY 421 N VILAS, NC 28692-9905	MV 2013	16254	11/27/2013			3,822	F07	1.91
	BCE6592			F07			G01	11.96
	REFUND RELEASE PLT TURN-IN				4163			13.87
1563957 HARPER, CLEMENTS L III 5863 CASTLE FORD RD TODD, NC 286849725	MV 2013	20451	11/27/2013			2,400	F11	.21
	AV54055			F11			G01	.94
	TAX RELEASES INCORRECT TAX VALUE				4200			1.15
1563957 HARPER, CLEMENTS L III 5863 CASTLE FORD RD TODD, NC 286849725	MV 2013	20451	11/27/2013			-2,400	F11	-.21
	AV54055			F11			G01	-.94
	TAX RELEASES INCORRECT TAX VALUE Reversal of release				4201			-1.15
1563957 HARPER, CLEMENTS L III 5863 CASTLE FORD RD TODD, NC 286849725	MV 2013	20450	11/27/2013			2,500	F11	1.75
	BP11348			F11			G01	7.83
	TAX RELEASES INCORRECT TAX VALUE				4202			9.58
1733741 HARTNETT, ELIZABETH RICH PO BOX 869 BLOWING ROCK, NC 28605-0869	MV 2013	20481	11/27/2013			0	F12	2.68
	BCE7238			F12			G01	16.75
	TAX RELEASES PLT TURN IN				4230			19.43
1583289 HAUNOLD, ERIK KARL HAUNOLD, PETER OSKAR PO BOX 2363 BOONE, NC 286072363	MV 2013	20486	11/27/2013			4,919	F09	2.46
	DZY1			F09			G01	15.40
	TAX RELEASES PLT TURN-IN / SOLD VEHICLE				4217			17.86
1646513 HAYLER, DAVID EDWARD HAYLER, MYRA RAY PO BOX 3512 BOONE, NC 286070812	MV 2013	20509	11/27/2013			0	F10	13.00
	CCB2486			F10			G01	81.38
	TAX RELEASES PD THRU NCVTS				4137			94.38

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2008 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISHED IN 2006 NEVER	1341522	11/27/2013	F01	4160	490,900 G01 245.45 F01	1,536.52 245.45 <hr/> 1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2008 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISHED IN 2006 NEVER	1341522	11/27/2013	F01	4161	-490,900 G01 -245.45 F01	-1,536.52 -245.45 <hr/> -1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2009 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISHED IN 2006 NEVER	1386735	11/27/2013	F01	4159	490,900 G01 245.45 F01	1,536.52 245.45 <hr/> 1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2010 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISHED IN 2006 NEVER	1432231	11/27/2013	F01	4158	490,900 G01 245.45 F01	1,536.52 245.45 <hr/> 1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2011 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISHED IN 2006 NEVER	6252	11/27/2013	F01	4155	490,900 F01 245.45 G01	245.45 1,536.52 <hr/> 1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2012 1899-14-3375-000 REFUND RELEASE LODGE DEMOLISED IN 2006 NEVER	6231	11/27/2013	F01	4153	490,900 F01 245.45 G01	245.45 1,536.52 <hr/> 1,781.97
1583674 HE CLUB INC PO BOX 188 BLOWING ROCK, NC 28605	RE 2013 1899-14-3375-000 TAX RELEASES LODGE DEMOLISHED IN 2006 NEVER	19247	11/27/2013	F01	4145	490,900 F01 245.45 G01	245.45 1,536.52 <hr/> 1,781.97
1516714 HENSON, JAMES D. JR HENSON, MARLENE A. 589 HOWARDS CREEK RD BOONE, NC 28607	PP 2013 516714999 TAX RELEASES SO SWFEE	1795	11/27/2013	F01	4261	0 GB SWF	25.00 62.00 <hr/> 87.00
1549628 HENSON, JEFFREY SCOTT 1893 MOUNTAIN DALE RD VILAS, NC 286929397	MV 2013 BMK7480 TAX RELEASES DUPLICATE - ERROR W/T-STICKER	20551	11/27/2013	F04	4132	0 F04 G01	1.00 6.23 <hr/> 7.23

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1215938 HOLADAY, HARRY G AND EARLENE 2578 MEAT CAMP RD BOONE, NC 28607-7269	MV 2013	20636	11/27/2013			0	F09	9.46
	CAV6907			F09			G01	59.19
	TAX RELEASES				4130			
	ALREADY PD AT LPA WHEN RENEWING PLT							68.65
1572754 HOLSHOUSER, REBECCA RIGLER PO BOX 550 BLOWING ROCK, NC 286050550	MV 2013	20658	11/27/2013			2,870	F12	1.44
	NSH5061			F12			G01	8.98
	TAX RELEASES				4185			
	TURN IN TAG							10.42
1639805 HONEYCUTT, CHRISTOPHER DALE HONEYCUTT, DONNA J 150 HONEYCUTT DR TODD, NC 28684	RE 2013	1000039	11/27/2013			0	F09	29.60
	2904-76-4234-000			F09			G01	185.30
	TAX RELEASES				4279		GB	25.00
	HOUSE LISTED ON ANOTHER PARCEL						SWF	62.00
								301.90
1620488 HURST, MOVITA STANLEY PO BOX 2116 BOONE, NC 286072116	MV 2013	20750	11/27/2013			7,016	F01	3.51
	VWL9767			F01			G01	21.96
	TAX RELEASES				4221			
	MOVED OUT STATE / PLT TURNED-IN							25.47
1571320 ISAACS, COY DEAN PO BOX 1607 BOONE, NC 28607	MV 2013	20783	11/27/2013			16,470	F02	8.24
	BMK9978			F02			G01	51.55
	TAX RELEASES				4193			
	PLT TYRN-IN MOVED OUT-OD-STATE							59.79
1521639 ISAACS, TERRY WILLIAM 208 DANCEY LN VILAS, NC 28692	MV 2013	20801	11/27/2013			0	F07	16.91
	CBS2127			F07			G01	105.83
	TAX RELEASES				4126			
	DUPLICATE BILL							122.74
1547632 ISSACS, JOHN GLENN 888 FLETCHER BRANCH RD VILAS, NC 286929101	MV 2012	33798	11/27/2013			1,092	F07	.55
	BFC4222			F07			G01	3.42
	REFUND RELEASE				4280			
	TURN IN TAG							3.97
1568363 JONES, ROY LEE JONES, MARY ELIZABETH 5889 OLD US HWY 421 ZIONVILLE, NC 28698	MV 2012	24414	11/27/2013			13,350	F06	6.68
	AEW9303			F06			G01	41.79
	REFUND RELEASE				4282			
	plt turn-in / sold							48.47
1568363 JONES, ROY LEE JONES, MARY ELIZABETH 5889 OLD US HWY 421 ZIONVILLE, NC 28698	MV 2013	8929	11/27/2013			1,684	F06	.84
	BMK5823			F06			G01	5.27
	REFUND RELEASE				4283			
	PLT TURN-IN / SOLD							6.11

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1746163 KANIPE, SARAH CALLAHAN 725 JOE SHOEMAKER RD VILAS, NC 28692-9140	MV 2013	20905	11/27/2013			0	F07	13.29
	XYN8976			F07			G01	83.16
	TAX RELEASES PLT TURN-IN				4173			96.45
1649606 KIDDER CONSTRUCTION INC 10615 NC HIGHWAY 105 S BANNER ELK, NC 286048656	MV 2013	20946	11/27/2013			5,083	F01	2.54
	ZWF6129			F01			G01	15.91
	TAX RELEASES SOLD / PLT TURN-IN				4213			18.45
1545567 KITCHENS, LARRY JOE 8058 HWY 194 NORTH TODD, NC 28684	MV 2013	20971	11/27/2013			0	F09	15.04
	EF3694			F09			G01	94.15
	TAX RELEASES pd thru lpa given t-sticker				4180			109.19
1632520 KLYMAN, KAREN PO BOX 17131 CHAPEL HILL, NC 27516	MV 2013	9007	11/27/2013			0	C02	2.81
	BBB7007			MS1			CF2	5.00
	TAX RELEASES INCORRECT VALUE				4121		G01	2.38
							MS1	1.60
								11.79
1552929 LAING, LARRY DEAN 248 SOUTH RD TODD, NC 286849584	MV 2013	21026	11/27/2013			0	F09	1.62
	BMJ5622			F09			G01	10.14
	TAX RELEASES PD LPA OFFICE / GIVEN A T-STICKER				4232			11.76
1620197 LINDEMAN, DAVID E LINDEMAN, TONYA K 639 REGINA CIR WINTER GARDEN, FL 34787	MV 2013	16868	11/27/2013			0	C05	204.80
	XTY9898			C05			G01	100.16
	TAX RELEASES OUT OF COUNTY . AVERY COUNTY				4278			304.96
1618357 LINDGREN, DANIEL BRUCE 420 NEW RIVER XING BOONE, NC 286078123	MV 2013	21122	11/27/2013			0	F09	16.11
	BMJ7731			F09			G01	100.85
	TAX RELEASES ALREADY PD P TAX WHEN REGISTERING VECH.				4123			116.96
1632532 LINTON, KIMBERLY CUIFFO 492 ALDERLY CIRCLE BLOWING ROCK, NC 28605	MV 2013	13003	11/27/2013			4,060	C03	11.37
	BCE6295			C03			G01	12.71
	TAX RELEASES INCORRECT TAX VALUE				4195			24.08
1646177 LOVE, STEVEN MICHAEL LOVE, JENNIFER HUGHES 1280 RUSH BRANCH RD SUGAR GROVE, NC 28679	MV 2013	21156	11/27/2013			0	F04	4.70
	EJ3159			F04			G01	29.42
	TAX RELEASES PD AT LPA THEN REBILLED DUPLICATE				4135			34.12

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1722865 MAIN, DOREEN GAIL 728 MTN VIEW BAPT CH RD DEEP GAP, NC 28618	MV 2013	13076	11/27/2013			20,305	F10	10.15
	AAE8792			F10			G01	63.55
	TAX RELEASES TURN IN TAG				4209			73.70
1553836 MAIN, JEFFERY LEE 728 MT VW BPTST CHURCH DEEP GAP, NC 28618	MV 2012	37028	11/27/2013			320	F10	.16
	XH7926			F10			G01	1.00
	TAX RELEASES TURN IN TAG				4210			1.16
1648833 MARASCO-PLUMMER, GRACE JOY 441 LAUREL FORK RD VILAS, NC 286929170	MV 2013	21209	11/27/2013			2,000	F07	1.00
	ZWF8104			F07			G01	6.26
	TAX RELEASES VALUE DUE TO MILEAGE				4184			7.26
1643869 MARGOLIES, STEVEN DAVID 172 CIELO RD BLOWING ROCK, NC 28605	MV 2013	21212	11/27/2013			0	F12	5.76
	BER6331			F12			G01	36.03
	TAX RELEASES PD THRU LPA - T STICKER GOVEN				4139			41.79
1743858 MARK, RONNIE ELVIN PO BOX 1252 BLOWING ROCK, NC 28605	MV 2013	21217	11/27/2013			1,000	F12	.50
	CBJ7172			F12			G01	3.13
	TAX RELEASES INCORRECT TAX VALUE				4219			3.63
1561073 MARLIN LEASING CORP PROPERTY TAX DEPT PO BOX 5481 MT LAUREL, NJ 08054	PP 2013	2426	11/27/2013			0	C02	46.81
	561073999			F06			F02	.11
	TAX RELEASES				4225		F12	.11
	BILLED INCORRECTLY						G01	65.48
								112.51
1622300 MCFADDEN, KAREN A 4701 ELK CREEK RD DEEP GAP, NC 286189580	MV 2013	21325	11/27/2013			1,870	F05	.94
	XYC5912			F05			G01	5.85
	TAX RELEASES INCORRECT TA VALUE				4177			6.79
1622300 MCFADDEN, KAREN A 4701 ELK CREEK RD DEEP GAP, NC 286189580	MV 2013	21325	11/27/2013			-1,870	F05	-.94
	XYC5912			F05			G01	-5.85
	TAX RELEASES INCORRECT TA VALUE Reversal of release				4178			-6.79
					4177			
1622300 MCFADDEN, KAREN A 4701 ELK CREEK RD DEEP GAP, NC 286189580	MV 2013	21325	11/27/2013			2,170	F05	1.09
	XYC5912			F05			G01	6.79
	TAX RELEASES VALUE TO HIGH				4179			7.88

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1531586 MILLER, CATHY JONES MILLER, CHRISTOPHER PAYGE 1487 STONEY FORK RD DEEP GAP, NC 28618	MV 2013	21408	11/27/2013			0 F02	11.84
	CAJ5217			F02		G01	74.12
	TAX RELEASES PD THRU LPA GIVEN A T-STICKER				4270		85.96
1587814 MOLTZ, MARGUERITE BOWER PO BOX 1931 BLOWING ROCK, NC 286051931	MV 2013	21489	11/27/2013			1,075 C03	3.01
	PWJ8393			C03		G01	3.36
	TAX RELEASES PLT TURN-IN				4120		6.37
1617984 MOODY, GEORGE E TALLARICO, DEBORAH A 443 WARD GREENE RD VILAS, NC 28692	MV 2013	22509	11/27/2013			0 F07	5.90
	BMK7985			F07		G01	36.90
	TAX RELEASES PD AT LPA - GIVEN T-STICKER				4150		42.80
1617984 MOODY, GEORGE E TALLARICO, DEBORAH A 443 WARD GREENE RD VILAS, NC 28692	MV 2013	14200	11/27/2013			1,290 F07	.65
	YTC1705			F07		G01	4.04
	REFUND RELEASE TURN IN TAG				4271		4.69
1603552 MOODY, KIMBERLY JO 1461 ORCHARD RD DEEP GAP, NC 286189194	MV 2013	17204	11/27/2013			1,915 F10	.96
	ZWF7535			F10		G01	5.99
	TAX RELEASES PLT TURN-IN / SOLD				4258		6.95
1115013 MORETZ, EDDIE T P O BOX 573 DEEP GAP, NC 28618-0155	RE 2013	30006	11/27/2013			49,400 F10	24.70
	2960-20-4954-000			F10		G01	154.62
	TAX RELEASES FAILED TO RECEIVE PUV				4172		179.32
1588509 MUNCY, PHILIP BARRY MUNCY, PAMELA A PO BOX 1274 BOONE, NC 286071274	MV 2013	21563	11/27/2013			6,217 F07	3.11
	XYC3149			F07		G01	19.46
	TAX RELEASES				4228		22.57
1746111 MURRAY, COLLEEN SUE 133 FARM VALLEY LANE BOONE, NC 28607-3046	MV 2013	21567	11/27/2013			0 F02	15.38
	CAJ5274			F02		G01	96.28
	TAX RELEASES PD THRU LPA - GIVEN A T-STICKER				4171		111.66
1610330 NAUGHTON, SUSAN JANE 14900 SW 72ND CT VILLAGE OF PALMETTO, FL 331582146	MV 2013	21579	11/27/2013			0 F06	13.12
	YVE1459			F06		G01	82.13
	TAX RELEASES INCORRECT SITUS				4154		95.25

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1610330 NAUGHTON, SUSAN JANE 14900 SW 72ND CT VILLAGE OF PALMETTO, FL 331582146	MV 2013	21579	11/27/2013			0 F06	-13.12
	YVE1459			F06		G01	-82.13
	TAX RELEASES INCORRECT SITUS Reversal of release				4156		-95.25
1610330 NAUGHTON, SUSAN JANE 14900 SW 72ND CT VILLAGE OF PALMETTO, FL 331582146	MV 2013	21579	11/27/2013			0 F06	13.12
	YVE1459			F06		G01	82.13
	TAX RELEASES OUT OF COUNTY / ASHE				4157		95.25
1573089 NICHOLS, RONALD JAMES 111 LOCUST RIDGE RD BANNER ELK, NC 28604	MV 2013	21609	11/27/2013			2,020 C05	12.93
	XVC6396			C05		G01	6.32
	TAX RELEASES VALUE TO HIGH				4142		19.25
1745965 NIEWISCH, JASON LOUIS 1394 HIGHLAND HILL ROAD APT 6 BOONE, NC 28607-9678	MV 2013	21616	11/27/2013			431 F02	.22
	AKP3602			F02		G01	1.35
	TAX RELEASES SOLD / TURNED PLT IN				4281		1.57
1340488 NORRIS, MICHAEL L AND ELAINE 520 SCHAFFER RD BOONE, NC 28607	MV 2013	5823	11/27/2013			1,491 F01	.75
	AKP1056			F01		G01	4.67
	REFUND RELEASE TRADED VEHICLE - PLT TURN-IN				4229		5.42
1641219 NOVAK, JOAN LEE 495 FAIR PARK DR BLOWING ROCK, NC 286059673	MV 2013	21651	11/27/2013			4,600 F12	2.30
	BLN6896			F12		G01	14.40
	TAX RELEASES incorrect tax value due to damage & miles				4262		16.70
1648894 OGLETREE, LOUIS EDMUND OGLETREE, GRACE BADILLA 560 SLEEPY HOLLOW LN BANNER ELK, NC 286049755	MV 2013	21663	11/27/2013			1,560 F01	.78
	ZWF8421			F01		G01	4.88
	TAX RELEASES VALUE TO HIGH				4138		5.66
1589496 OLACH, PRTER GUSTAVE HOLSHOUSER, NATALIE LORRAINE 100 SUGAR SKI DR UNIT 11503 BANNER ELK, NC 28604	MV 2013	12634	11/27/2013			0 F12	6.40
	BME3772			F12		G01	40.03
	TAX RELEASES OUT OF COUNTY / AVERY				4162		46.43
1650581 PARRIS, MICHAEL SHONA 153 ALDRIDGE PARK BANNER ELK, NC 286049603	MV 2010	1421347	11/27/2013			0 G01	20.81
	AAE9540			F01		F01	3.33
	TAX RELEASES INCORRECT TAX BILLING				4257		24.14

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1504742 PETERSILIE, FRANK WILLIAM II BOX 2614 BOONE, NC 28607-2614	RE 2008	1367580	11/27/2013			0 G01	85.45
		2900-45-3650-000		F02		F02	10.92
		REFUND RELEASE			4243		
		MERGED WITH PARCEL 2900454703000					96.37
1504742 PETERSILIE, FRANK WILLIAM II BOX 2614 BOONE, NC 28607-2614	RE 2009	1412929	11/27/2013			0 G01	85.45
		2900-45-3650-000		F02		F02	10.92
		REFUND RELEASE			4242		
		MERGED WITH PARCEL 2900454703000					96.37
1504742 PETERSILIE, FRANK WILLIAM II BOX 2614 BOONE, NC 28607-2614	RE 2010	1458545	11/27/2013			0 G01	85.45
		2900-45-3650-000		F02		F02	10.92
		REFUND RELEASE			4241		
		MERGED WITH PARCEL 2900454703000					96.37
1504742 PETERSILIE, FRANK WILLIAM II BOX 2614 BOONE, NC 28607-2614	RE 2011	33691	11/27/2013			0 F02	10.92
		2900-45-3650-000		F02		G01	85.45
		REFUND RELEASE			4240		
		MERGED WITH PARCEL 2900454703000					96.37
1504742 PETERSILIE, FRANK WILLIAM II BOX 2614 BOONE, NC 28607-2614	RE 2012	33580	11/27/2013			0 F02	13.65
		2900-45-3650-000		F02		G01	85.45
		REFUND RELEASE			4239		
		MERGED WITH PARCEL 2900454703000					99.10
1745834 PETERSILIE, NATALIE BETH 101 HEDGEWOOD DR UNIT 1 SAINT AUGUSTINE, FL 32092-0721	RE 2013	33011	11/27/2013			0 F02	13.65
		2900-45-3650-000		F02		G01	85.45
		TAX RELEASES			4238		
		MERGED WITH PARCEL 2900454703000					99.10
1564140 PORTER, RANDALL LEE 566 ISENHOUR RD ZIONVILLE, NC 28698-9407	RE 2013	33859	11/27/2013			0 F06	12.10
		1993-15-2118-000		F06		G01	75.75
		TAX RELEASES			4164		
		INCORRECT TRANSFER					87.85
1218643 QUINN, PATRICIA P 619 GRAND BLVD BOONE, NC 286073605	MV 2013	21932	11/27/2013			3,725 C02	13.78
		BCE5937		C02		G01	11.66
		TAX RELEASES			4284		
		PLT TURN-IN / SOLD VEHICLE					25.44
1572918 RANDALL, MICHAEL EARNIE 203 LONNIE CARLTON RD DEEP GAP, NC 286189685	MV 2012	25321	11/27/2013			1,421 F05	.71
		BCE7516		F05		G01	4.45
		REFUND RELEASE			4205		
		TURN IN TAG					5.16

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1745952 REVELS, THOMAS REX REVELS, SUSAN DUENSING 180 INDIAN PAINT BRUSH DR UNIT RA5 BANNER ELK, NC 28604-8108	MV 2013	22007	11/27/2013			15,792	F01	7.90
	DY4056			F01			G01	49.43
	TAX RELEASES TURN IN TAG				4181			57.33
1546003 RILEY, MARIAN AUBREY RILEY, ELIZABETH KNUPP 241 WILD BLACKBERRY HL BOONE, NC 286077987	MV 2013	22045	11/27/2013			730	F01	.37
	XPS6576			F01			G01	2.28
	TAX RELEASES ADJUST VALUE TO 500.00				4236			2.65
1449198 ROMINGER, GARY LYNN 985 ROMINGER RD BANNER ELK, NC 286048317	MV 2013	22087	11/27/2013			0	F08	.15
	AC32742			F08			G01	.94
	TAX RELEASES BILLED NCVTS				4140			1.09
1725050 SALAZAR, DIANA RUTH 235 FOREST LN BOONE, NC 28607-8150	MV 2013	22136	11/27/2013			18,498	F10	9.25
	AEW9210			F10			G01	57.90
	TAX RELEASES moved out-of-state (texas)				4272			67.15
1610396 SALMI, JOHN WEIKKO SALMI, LISA GLYNELL 633 WILSON LN BOONE, NC 286077235	MV 2013	10107	11/27/2013			0	F09	11.27
	TB91378			F09			G01	70.52
	TAX RELEASES TEMP PLT				4222			81.79
1625471 SCHLECHT, ARTHUR JOHN 11545 SW 62ND AVENUE MIAMI, FL 33156	MV 2013	22170	11/27/2013			38,333	C02	141.83
	4208SP			C02			G01	119.98
	TAX RELEASES PLT TURN-IN / SOLD				4218			261.81
1530527 SIEGMUND, PAUL HENRY 269 GREENHOUSE RD BANNER ELK, NC 28604	MV 2013	22259	11/27/2013			0	F01	11.70
	BFC3920			F01			G01	73.24
	TAX RELEASES double billed				4252			84.94
1570550 SMITH, MICHAEL GEORGE 153 LANCE CROSSING BOONE, NC 286077960	MV 2013	22343	11/27/2013			0	F04	4.43
	4T4261			F04			G01	27.70
	TAX RELEASES OUT OF COUNTY - AVERY				4168			32.13
906 SOFIELD, DEBORAH CLARK 355 INDUSTRIAL PARK DRIVE BOONE, NC 28607	MV 2013	22373	11/27/2013			0	F09	23.06
	BMK7992			F09			G01	144.32
	TAX RELEASES PD THRU LPA / GIVEN A T-STICKERV				4203			167.38

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1544307 SOUTH, FRANKLIN EUGENE SOUTH, JUNE PHILLIPS 194 W GRANDVIEW HTS BOONE, NC 286077620	MV 2013	22379	11/27/2013			21,000	C02	77.70
	BKR9651			C02			G01	65.73
	TAX RELEASES				4129			
	INCORRECT AMT OF MONTHS ON BILL							143.43
1554002 STODDARD, JAMES EDGAR 386 FAIRFIELD LN BLOWING ROCK, NC 286059754	MV 2013	10415	11/27/2013			2,425	F12	1.21
	XYC1394			F12			G01	7.59
	TAX RELEASES				4141			
								8.80
1635554 STONE, JAMES RICHARD STONE, LILA GWENDLYN 336 WOODSONG TRL BOONE, NC 286078552	MV 2013	10421	11/27/2013			1,070	F12	.54
	XYC1831			F12			G01	3.35
	TAX RELEASES				4192			
	PLT TURN-IN / SOLD							3.89
1544860 TARBUTTON, KENTON LYLE PO BOX 17 BLOWING ROCK, NC 28605	PP 2013	3633	11/27/2013			-16,250	G01	-50.86
	497			C03				
	TAX RELEASES				4206			
	only has ref and stove Reversal of release				4199			
1544860 TARBUTTON, KENTON LYLE PO BOX 17 BLOWING ROCK, NC 28605	PP 2013	3633	11/27/2013			16,250	G01	50.86
	497			C03				
	REFUND RELEASE				4207			
	ONLY HAS REF AND STOVE							
1544860 TARBUTTON, KENTON LYLE PO BOX 17 BLOWING ROCK, NC 28605	PP 2013	3633	11/27/2013			16,250	G01	50.86
	497			C03				
	TAX RELEASES				4199			
	only has ref and stove							
1589245 TAYLOR, GREGREY MACK TAYLOR, RACHEL HENSON P.O. BOX 1086 BOONE, NC 28607	MV 2013	22523	11/27/2013			0	C02	74.67
	BML5927			C02			CF2	5.00
	TAX RELEASES				4197		G01	63.16
	PD THRU LPA / GIVEN A T-STICKER							142.83
1746141 TAYLOR, PATRICIA ROBINSON TAYLOR, DENNIS CARL 409 DOGWOOD KNL BOONE, NC 28607-8135	MV 2013	22530	11/27/2013			-2,500	C05	-16.00
	BMK7754			C05			G01	-7.83
	TAX RELEASES				4146			
	INCORRECT TAX VALUE Reversal of release				4143			-23.83
1746141 TAYLOR, PATRICIA ROBINSON TAYLOR, DENNIS CARL 409 DOGWOOD KNL BOONE, NC 28607-8135	MV 2013	22530	11/27/2013			-2,500	C05	-16.00
	BMK7754			C05			G01	-7.83
	TAX RELEASES				4147			
	INCORRECT VALUE Reversal of release				4144			-23.83

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1746141 TAYLOR, PATRICIA ROBINSON TAYLOR, DENNIS CARL 409 DOGWOOD KNL BOONE, NC 28607-8135	MV 2013	22530	11/27/2013			0	C05	84.99
	BMK7754			C05			G01	41.57
	TAX RELEASES WRONG FIRE DISTRICT				4148			126.56
1746141 TAYLOR, PATRICIA ROBINSON TAYLOR, DENNIS CARL 409 DOGWOOD KNL BOONE, NC 28607-8135	MV 2013	22530	11/27/2013			2,500	C05	16.00
	BMK7754			C05			G01	7.83
	TAX RELEASES INCORRECT TAX VALUE				4143			23.83
1746141 TAYLOR, PATRICIA ROBINSON TAYLOR, DENNIS CARL 409 DOGWOOD KNL BOONE, NC 28607-8135	MV 2013	22530	11/27/2013			2,500	C05	16.00
	BMK7754			C05			G01	7.83
	TAX RELEASES INCORRECT VALUE				4144			23.83
1745863 TAYLOR, SUE BRAFFORD 6439 SETON HOUSE LN CHARLOTTE, NC 28277-4522	MV 2013	22533	11/27/2013			0	F02	4.76
	SBTBP			F02			G01	29.80
	TAX RELEASES OUT OF COUNTY / CALDWELL				4269			34.56
1733887 TODD, DUANE CHRISTOPHER PO BOX 1252 BLOWING ROCK, NC 28605-1252	MV 2013	22601	11/27/2013			4,000	F12	2.00
	BCE6015			F12			G01	12.52
	TAX RELEASES INCORRECT TAX VALUE				4136			14.52
1519666 TOWNSEND, JOSEPH AARON 240 WILL ISAACS ROAD ZIONVILLE, NC 28698	RE 2013	42725	11/27/2013			0	F06	75.35
	1993-05-9418-000			F06			G01	471.69
	TAX RELEASES				4165		GB	50.00
	INCORRECT TRANSFER						SWF	124.00
								721.04
1519666 TOWNSEND, JOSEPH AARON 240 WILL ISAACS ROAD ZIONVILLE, NC 28698	RE 2013	42728	11/27/2013			0	F06	1.00
	1993-15-0363-000			F06			G01	6.26
	TAX RELEASES INCORRECT TRANSFER				4166			7.26
1519666 TOWNSEND, JOSEPH AARON 240 WILL ISAACS ROAD ZIONVILLE, NC 28698	RE 2013	42729	11/27/2013			0	F06	9.75
	1993-15-0431-000			F06			G01	61.04
	TAX RELEASES				4167		GB	50.00
	INCORRECT TRANSFER						SWF	124.00
								244.79
1619127 TOWNSEND, JOSEPH AARON 240 WILL ISAACS RD ZIONVILLE, NC 286989049	MV 2013	22622	11/27/2013			18,500	F06	9.25
	DW3018			F06			G01	57.91
	TAX RELEASES INCORRECT VALUE ON VEHICLE				4131			67.16

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1646170 TUCK, WILLIAM POWELL III 142 TEABERRY TRL BEECH MOUNTAIN, NC 286048223	MV 2013	22698	11/27/2013			0	C05	131.90
	CCP6161			C05			G01	64.51
	TAX RELEASES PD THRU LPA / GIVEN A T-STICKER				4198			196.41
1731339 TURNER, ANNA HODGES TURNER, MICHAEL RAY 324 PINNACLE DR BOONE, NC 28607-3435	MV 2013	22705	11/27/2013			0	C02	49.62
	BMK7751			C02			CF2	5.00
	TAX RELEASES WRONG SITUS				4251		G01	41.97
								96.59
1731339 TURNER, ANNA HODGES TURNER, MICHAEL RAY 324 PINNACLE DR BOONE, NC 28607-3435	MV 2013	10724	11/27/2013			0	C02	64.05
	ZWF7110			F02			CF2	5.00
	REFUND RELEASE INCORRECT SITUS ALRADY PD/WILL RE-BILL				4256		G01	54.18
								123.23
1733870 TURNER, JULIANNA LOVE 324 PINNACLE DR BOONE, NC 28607-3435	MV 2013	22706	11/27/2013			0	C02	53.95
	BBV3327			C02			CF2	5.00
	REFUND RELEASE WRONG SITUS				4250		G01	45.64
								104.59
1612254 TWO RIVERS COMMUNITY SCHOOL 1018 ARCHIE CARROLL RD BOONE, NC 28607	RE 2013	43461	11/27/2013			168,000	F02	84.00
	2921-81-8651-000			F02			G01	525.84
	REFUND RELEASE MODULAR CLASSROOMS LEASED ONLY OWNED BY MODULAR SPACE CORP				4266			609.84
1589797 WASHBURN, JOHN LAWRENCE 944 LAUREL BRANCH RD VILAS, NC 286929156	MV 2012	35091	11/27/2013			576	F07	.29
	SZS7289			F07			G01	1.80
	TAX RELEASES TURN IN TAG				4125			2.09
1239532 WATSON, MATA CAROLEEN 6070 OLD HWY 421 S DEEP GAP, NC 28618	MV 2013	22889	11/27/2013			0	F10	13.78
	CBR2525			F10			G01	86.26
	TAX RELEASES BILLED AND PAID UNDER NCVTS				4189			100.04
1725056 WEAVER, JONATHAN CHASE WEAVER, CYNTHIA HARMON 536 DOGWOOD RD BOONE, NC 28607-4556	MV 2013	22901	11/27/2013			11,408	C02	42.21
	RZS8226			C02			G01	35.71
	TAX RELEASES TURN IN TAG				4263			77.92
1576075 WEAVER, THURMAN CRAIG 509 SEVEN DEVILS RD BANNER ELK, NC 28604	MV 2013	22903	11/27/2013			0	F02	6.56
	BMK7966			F02			G01	41.07
	TAX RELEASES PD THRU LPA - GIVEN T-STICKER				4194			47.63

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1724179 WHITE, MARILYN LOUISE 2949 RUSS CORNETT RD BOONE, NC 28607-8071	MV 2013 5C6748 TAX RELEASES TRANSFERRED VEHICLE	22953	11/27/2013	F02	4223	0	F02 G01	.64 3.98 <hr/> 4.62
1746077 WILSON, JAMES KEENAN 2841 BAMBOO RD BOONE, NC 28607-8725	MV 2013 CAJ5202 TAX RELEASES PAID IN NCTVS	23020	11/27/2013	F02	4208	0	F02 G01	5.55 34.74 <hr/> 40.29
1611416 WILSON, MARY PEARCE PO BOX 947 BLOWING ROCK, NC 286050947	MV 2013 TYF8933 TAX RELEASES SPOL / PLT TURNED IN	23023	11/27/2013	C03	4277	1,769	C03 G01	4.95 5.54 <hr/> 10.49
1248384 ZIONVILLE VOLUNTEER FIRE DEPARTMENT P.O. BOX 6 ZIONVILLE, NC 28698	RE 2013 1993-18-6319-000 TAX RELEASES SHOULD BE EXEMPT FD PROPERTY	48304	11/27/2013	F06	4128	0	F06 G01	61.50 384.99 <hr/> 446.49
DETAIL SUMMARY	COUNT: 166	RELEASES - TOTAL				3,481,275		22,904.82

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2008	RE	C02	BOONE RE	260.48
2008	RE	F01	FOSCOE FIRE RE	.00
2008	RE	F02	BOONE FIRE RE	10.92
2008	RE	G01	WATAUGA COUNTY RE	305.80
			2008 TOTAL	577.20
2009	RE	C02	BOONE RE	260.48
2009	RE	F01	FOSCOE FIRE RE	245.45
2009	RE	F02	BOONE FIRE RE	10.92
2009	RE	G01	WATAUGA COUNTY RE	1,842.32
			2009 TOTAL	2,359.17
2010	RE	C02	BOONE RE	260.48
2010	RE	F01	FOSCOE FIRE RE	245.45
2010	RE	F02	BOONE FIRE RE	10.92
2010	RE	G01	WATAUGA COUNTY RE	1,842.32
2010	MV	F01	FOSCOE FIRE MV	3.33
2010	MV	G01	WATAUGA COUNTY MV	20.81
			2010 TOTAL	2,383.31
2011	RE	C02	BOONE RE	260.48
2011	RE	F01	FOSCOE FIRE RE	245.45
2011	RE	F02	BOONE FIRE RE	10.92
2011	RE	G01	WATAUGA COUNTY RE	1,842.32
			2011 TOTAL	2,359.17
2012	RE	C02	BOONE RE	260.48
2012	RE	F01	FOSCOE FIRE RE	245.45
2012	RE	F02	BOONE FIRE RE	13.65
2012	RE	G01	WATAUGA COUNTY RE	1,842.32
2012	MV	C02	BOONE MV	95.96
2012	MV	CF2	BOONE MV FEE	5.00
2012	MV	F02	BOONE FIRE MV	6.55
2012	MV	F05	STEWART SIMMONS FIRE MV	.71
2012	MV	F06	ZIONVILLE FIRE MV	6.68
2012	MV	F07	COVE CREEK FIRE MV	.84
2012	MV	F10	DEEP GAP FIRE MV	.69
2012	MV	G01	WATAUGA COUNTY MV	177.95
			2012 TOTAL	2,656.28
2013	RE	C02	BOONE RE	260.48
2013	RE	F01	FOSCOE FIRE RE	245.45
2013	RE	F02	BOONE FIRE RE	97.65
2013	RE	F06	ZIONVILLE FIRE RE	159.70
2013	RE	F09	MEAT CAMP FIRE RE	29.60
2013	RE	F10	DEEP GAP FIRE RE	24.70
2013	RE	G01	WATAUGA COUNTY RE	3,707.81
2013	RE	GB	GREEN BOX RE	125.00
2013	RE	SWF	SOLID WASTE FEE	310.00
2013	PP	C02	BOONE PP	457.55
2013	PP	C02L	BOONE LATE LIST	41.07

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2013	PP	F02	BOONE FIRE PP	.11
2013	PP	F12	BLOWING ROCK FIRE PP	.11
2013	PP	G01	WATAUGA COUNTY PP	463.80
2013	PP	G01L	WATAUGA COUNTY LATE LIST	34.74
2013	PP	GB	GREEN BOX PP	25.00
2013	PP	SWF	SOLID WASTE PP	62.00
2013	MV	C02	BOONE MV	762.56
2013	MV	C03	BLOWING ROCK MV	79.33
2013	MV	C04	SEVEN DEVILS MV	151.03
2013	MV	C05	BEECH MOUNTAIN MV	593.28
2013	MV	CF2	BOONE MV FEE	45.00
2013	MV	F01	FOSCOE FIRE MV	44.78
2013	MV	F02	BOONE FIRE MV	141.27
2013	MV	F04	BEAVER DAM FIRE MV	18.01
2013	MV	F05	STEWART SIMMONS FIRE MV	1.09
2013	MV	F06	ZIONVILLE FIRE MV	24.35
2013	MV	F07	COVE CREEK FIRE MV	46.37
2013	MV	F08	SHAWNEEHAW FIRE MV	2.24
2013	MV	F09	MEAT CAMP FIRE MV	96.43
2013	MV	F10	DEEP GAP FIRE MV	87.76
2013	MV	F11	TODD FIRE MV	19.10
2013	MV	F12	BLOWING ROCK FIRE MV	43.47
2013	MV	G01	WATAUGA COUNTY MV	4,367.25
2013	MV	MS1	BOONE MUNICIPAL SERV DIST MV	1.60
			2013 TOTAL	12,569.69
			SUMMARY TOTAL	22,904.82

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2008	C02	BOONE RE	260.48
C02	2008	G01	WATAUGA COUNTY RE	220.35
C02	2009	C02	BOONE RE	260.48
C02	2009	G01	WATAUGA COUNTY RE	220.35
C02	2010	C02	BOONE RE	260.48
C02	2010	G01	WATAUGA COUNTY RE	220.35
C02	2011	C02	BOONE RE	260.48
C02	2011	G01	WATAUGA COUNTY RE	220.35
C02	2012	C02	BOONE MV	356.44
C02	2012	CF2	BOONE MV FEE	5.00
C02	2012	G01	WATAUGA COUNTY MV	301.52
C02	2013	C02	BOONE MV	1,335.36
C02	2013	C02L	BOONE LATE LIST	41.07
C02	2013	CF2	BOONE MV FEE	30.00
C02	2013	G01	WATAUGA COUNTY MV	1,129.63
C02	2013	G01L	WATAUGA COUNTY LATE LIST	34.74
			C02 TOTAL	5,157.08
C03	2013	C03	BLOWING ROCK MV	79.33
C03	2013	G01	WATAUGA COUNTY MV	139.55
			C03 TOTAL	218.88
C04	2013	C04	SEVEN DEVILS MV	151.03
C04	2013	G01	WATAUGA COUNTY MV	92.69
			C04 TOTAL	243.72
C05	2013	C05	BEECH MOUNTAIN MV	593.28
C05	2013	G01	WATAUGA COUNTY MV	290.15
			C05 TOTAL	883.43
F01	2008	F01	FOSCOE FIRE RE	.00
F01	2008	G01	WATAUGA COUNTY RE	.00
F01	2009	F01	FOSCOE FIRE RE	245.45
F01	2009	G01	WATAUGA COUNTY RE	1,536.52
F01	2010	F01	FOSCOE FIRE RE	248.78
F01	2010	G01	WATAUGA COUNTY RE	1,557.33
F01	2011	F01	FOSCOE FIRE RE	245.45
F01	2011	G01	WATAUGA COUNTY RE	1,536.52
F01	2012	F01	FOSCOE FIRE RE	245.45
F01	2012	G01	WATAUGA COUNTY RE	1,536.52
F01	2013	F01	FOSCOE FIRE MV	286.02
F01	2013	G01	WATAUGA COUNTY MV	1,790.37
F01	2013	GB	GREEN BOX PP	25.00
F01	2013	SWF	SOLID WASTE PP	62.00
			F01 TOTAL	9,315.41
F02	2008	F02	BOONE FIRE RE	10.92
F02	2008	G01	WATAUGA COUNTY RE	85.45
F02	2009	F02	BOONE FIRE RE	10.92
F02	2009	G01	WATAUGA COUNTY RE	85.45
F02	2010	F02	BOONE FIRE RE	10.92

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F02	2010	G01 WATAUGA COUNTY RE	85.45
F02	2011	F02 BOONE FIRE RE	10.92
F02	2011	G01 WATAUGA COUNTY RE	85.45
F02	2012	F02 BOONE FIRE MV	20.20
F02	2012	G01 WATAUGA COUNTY MV	126.45
F02	2013	C02 BOONE MV	64.05
F02	2013	CF2 BOONE MV FEE	5.00
F02	2013	F02 BOONE FIRE MV	238.92
F02	2013	G01 WATAUGA COUNTY MV	1,549.67
F02 TOTAL			2,389.77
F04	2013	F04 BEAVER DAM FIRE MV	18.01
F04	2013	G01 WATAUGA COUNTY MV	112.65
F04 TOTAL			130.66
F05	2012	F05 STEWART SIMMONS FIRE MV	.71
F05	2012	G01 WATAUGA COUNTY MV	4.45
F05	2013	F05 STEWART SIMMONS FIRE MV	1.09
F05	2013	G01 WATAUGA COUNTY MV	6.79
F05 TOTAL			13.04
F06	2012	F06 ZIONVILLE FIRE MV	6.68
F06	2012	G01 WATAUGA COUNTY MV	41.79
F06	2013	C02 BOONE PP	46.81
F06	2013	F02 BOONE FIRE PP	.11
F06	2013	F06 ZIONVILLE FIRE RE	184.05
F06	2013	F12 BLOWING ROCK FIRE PP	.11
F06	2013	G01 WATAUGA COUNTY RE	1,217.63
F06	2013	GB GREEN BOX RE	100.00
F06	2013	SWF SOLID WASTE FEE	248.00
F06 TOTAL			1,845.18
F07	2012	F07 COVE CREEK FIRE MV	.84
F07	2012	G01 WATAUGA COUNTY MV	5.22
F07	2013	F07 COVE CREEK FIRE MV	46.37
F07	2013	G01 WATAUGA COUNTY MV	290.18
F07 TOTAL			342.61
F08	2013	F01 FOSCOE FIRE MV	4.21
F08	2013	F08 SHAWNEEHAW FIRE MV	2.24
F08	2013	G01 WATAUGA COUNTY MV	40.31
F08 TOTAL			46.76
F09	2013	F09 MEAT CAMP FIRE MV	126.03
F09	2013	G01 WATAUGA COUNTY MV	788.84
F09	2013	GB GREEN BOX RE	25.00
F09	2013	SWF SOLID WASTE FEE	62.00
F09 TOTAL			1,001.87

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WATAUGA COUNTY
RELEASES - 11/01/2013 TO 11/30/2013

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F10	2012	F10 DEEP GAP FIRE MV	.69
F10	2012	G01 WATAUGA COUNTY MV	4.32
F10	2013	C02 BOONE MV	31.56
F10	2013	CF2 BOONE MV FEE	5.00
F10	2013	F10 DEEP GAP FIRE MV	112.46
F10	2013	G01 WATAUGA COUNTY MV	730.64
F10 TOTAL			884.67
F11	2013	F11 TODD FIRE MV	19.10
F11	2013	G01 WATAUGA COUNTY MV	85.42
F11 TOTAL			104.52
F12	2013	F12 BLOWING ROCK FIRE MV	43.47
F12	2013	G01 WATAUGA COUNTY MV	271.96
F12 TOTAL			315.43
MS1	2013	C02 BOONE MV	2.81
MS1	2013	CF2 BOONE MV FEE	5.00
MS1	2013	G01 WATAUGA COUNTY MV	2.38
MS1	2013	MS1 BOONE MUNICIPAL SERV DIST MV	1.60
MS1 TOTAL			11.79
SUMMARY TOTAL			22,904.82



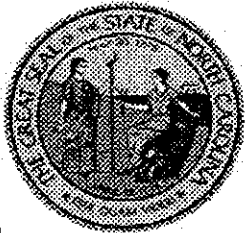
North Carolina Vehicle Tax System

NCVTS Pending Refund report

Nov.
2013

Report Date
12/4/2013 10:50:02

Name	Address 1	Address 3	Refund Reason	Tax District	Levy Type	Change	Interest Change	Total Change
ADDISON PAUL MILLER	676 DON HAYES RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$12.32)	\$0.00	(\$12.32)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				DEEP GAP FIRE	Tax	\$1.67	\$0.00	\$1.67
				BOONE MSD	Tax	(\$6.99)	\$0.00	(\$6.99)
							Refund	\$22.64
BRANDI LEE NORRIS	2459 MOUNTAIN DALE RD	VILAS, NC 28692	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$3.33)	\$0.00	(\$3.33)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BEAVER DAM FIRE	Tax	\$0.45	\$0.00	\$0.45
				BOONE MSD	Tax	(\$1.89)	\$0.00	(\$1.89)
							Refund	\$9.77
BRANDY KAY HARMON	5195 US HIGHWAY 321 N	SUGAR GROVE, NC 28679	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$30.19)	\$0.00	(\$30.19)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				COVE CREEK FIRE	Tax	\$4.08	\$0.00	\$4.08
				BOONE MSD	Tax	(\$17.14)	\$0.00	(\$17.14)
							Refund	\$48.25
CECIL DEAN KIRBY	326 PLANK HOLW	VILAS, NC 28692	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$3.07)	\$0.00	(\$3.07)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BOONE FIRE	Tax	\$0.42	\$0.00	\$0.42

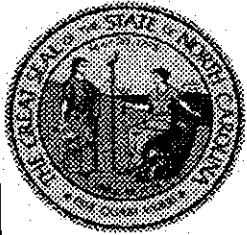


North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/4/2013 10:50:02

Owner Name	Address	City/State/Zip	Reason	Entity	Category	Amount	Refund	Total			
CHARLES MALCOLM CRAIG	1868 GREEN HILL RD	BLOWING ROCK, NC 28605	Situs error	BOONE MSD	Tax	(\$1.74)	\$0.00	(\$1.74)			
				Refund							\$3.69
				WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BLOWING ROCK	Tax	(\$20.66)	\$0.00	(\$20.66)			
				BLOWING ROCK FIRE	Tax	\$3.69	\$0.00	\$3.69			
Refund							\$16.97				
CHARLES MICHAEL WHITMAN	154 NC HIGHWAY 105 BYP	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$8.51)	\$0.00	(\$8.51)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				BOONE FIRE	Tax	\$1.15	\$0.00	\$1.15			
				BOONE MSD	Tax	(\$4.83)	\$0.00	(\$4.83)			
Refund							\$17.19				
CYNTHIA DAWN COOK	7688 OLD US HIGHWAY 421	ZIONVILLE, NC 28698	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$18.50)	\$0.00	(\$18.50)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				ZIONVILLE FIRE	Tax	\$2.50	\$0.00	\$2.50			
				BOONE MSD	Tax	(\$10.50)	\$0.00	(\$10.50)			
Refund							\$31.50				
DANIEL ALLEN LAW	1522 BAMBOO RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$43.92)	\$0.00	(\$43.92)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				BOONE FIRE	Tax	\$5.94	\$0.00	\$5.94			
				BOONE MSD	Tax	(\$24.93)	\$0.00	(\$24.93)			
Refund							\$67.94				

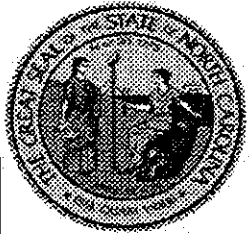


North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/4/2013 10:50:02

DONALD BRUCE GODDARD	142 S SLOPE LOOP	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$10.03)	\$0.00	(\$10.03)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				FOSCOE FIRE	Tax	\$1.36	\$0.00	\$1.36
				BOONE MSD	Tax	(\$5.69)	\$0.00	(\$5.69)
DREW MICHAEL STEURY	164 RABBIT RIDGE RUN	VILAS, NC 28692	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$25.42)	\$0.00	(\$25.42)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				COVE CREEK FIRE	Tax	\$3.44	\$0.00	\$3.44
				BOONE MSD	Tax	(\$14.43)	\$0.00	(\$14.43)
HARLEY DEMING WELLS,III	HD WELLS OIL AND GAS	CHARLESTON , WV 25326	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$18.50)	\$0.00	(\$18.50)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BLOWING ROCK FIRE	Tax	\$2.50	\$0.00	\$2.50
				BOONE MSD	Tax	(\$10.50)	\$0.00	(\$10.50)
JAMES ERNEST GREENE	632 POPLAR HILL DR	BOONE, NC 28607	Adjustment	WATAUGA COUNTY	Tax	(\$18.62)	\$0.00	(\$18.62)
				BOONE	Tax	(\$22.01)	\$0.00	(\$22.01)
				BOONE	Vehicle Fee	\$0.00	\$0.00	\$0.00
JANESE MAE DIXON	114-2 S SLOPE CIR	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00

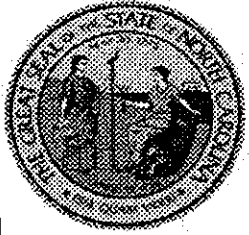


North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/4/2013 10:50:02

Owner Name	Address	County	Issue	Agency	Category	Amount	Refund	Total
				BOONE	Tax	(\$7.47)	\$0.00	(\$7.47)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				FOSCOE FIRE	Tax	\$1.01	\$0.00	\$1.01
				BOONE MSD	Tax	(\$4.24)	\$0.00	(\$4.24)
					Refund			\$15.70
JEFFREY SCOTT HENSON	1893 MOUNTAIN DALE RD	VILAS, NC 28692	Situs error	WATAUGA COUNTY	Tax	(\$11.61)	\$0.00	(\$11.61)
				BOONE	Tax	(\$20.35)	\$0.00	(\$20.35)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BEAVER DAM FIRE	Tax	\$0.90	\$0.00	\$0.90
				BOONE MSD	Tax	(\$11.55)	\$0.00	(\$11.55)
					Refund			\$47.01
								\$0.00
JEREMY STEVEN GREGG	2800 STONE MOUNTAIN RD	VILAS, NC 28692	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$6.18)	\$0.00	(\$6.18)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BEAVER DAM FIRE	Tax	\$0.84	\$0.00	\$0.84
				BOONE MSD	Tax	(\$3.51)	\$0.00	(\$3.51)
	Refund			\$13.83				
JERRY DOUGLAS BROWN	5119 OLD HIGHWAY 421 S	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$44.14)	\$0.00	(\$44.14)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				DEEP GAP FIRE	Tax	\$5.97	\$0.00	\$5.97
				BOONE MSD	Tax	(\$25.05)	\$0.00	(\$25.05)
	Refund			\$69.22				
JESSICA LEIGH	186 HEMLOCK DR	DEEP GAP, NC 28618	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00



North Carolina Vehicle Tax System

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MULLENIX			BOONE	Tax	(\$14.21)	\$0.00		(\$14.21)
			BOONE	Vehicle Fee	(\$5.00)	\$0.00		(\$5.00)
			DEEP GAP FIRE	Tax	\$1.92	\$0.00		\$1.92
			BOONE MSD	Tax	(\$8.06)	\$0.00		(\$8.06)
						Refund		\$25.35
JUDITH BABCOCK NYE	PO BOX 2320	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
			BOONE	Tax	(\$23.01)	\$0.00		(\$23.01)
			BOONE	Vehicle Fee	(\$5.00)	\$0.00		(\$5.00)
			SHAWNEEHAW FIRE	Tax	\$3.11	\$0.00		\$3.11
			BOONE MSD	Tax	(\$13.06)	\$0.00		(\$13.06)
						Refund		\$37.96
JULIA ROXANNE FIELDS	480 DIAMOND RANCH RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
			BOONE	Tax	(\$4.51)	(\$0.22)		(\$4.73)
			BOONE	Vehicle Fee	(\$5.00)	(\$0.25)		(\$5.25)
			BLOWING ROCK FIRE	Tax	\$0.61	\$0.03		\$0.64
			BOONE MSD	Tax	(\$2.56)	(\$0.13)		(\$2.69)
						Refund		\$12.63
KENNY CLAY PRESNELL	184 H C PRESNELL LN	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
			BOONE	Tax	(\$9.25)	\$0.00		(\$9.25)
			BOONE	Vehicle Fee	(\$5.00)	\$0.00		(\$5.00)
			BEAVER DAM FIRE	Tax	\$1.25	\$0.00		\$1.25
			BOONE MSD	Tax	(\$5.25)	\$0.00		(\$5.25)
						Refund		\$18.25

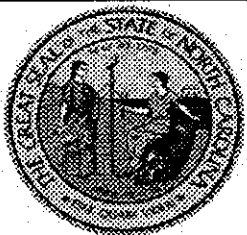


North Carolina Vehicle Tax System

NCVTS Pending Refund report

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LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N	TODD, NC 28684	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				MEAT CAMP FIRE	Tax	\$18.34	\$0.00	\$18.34
				TODD FIRE	Tax	(\$25.68)	\$0.00	(\$25.68)
						Refund	\$7.34	
LUKE STEPHEN EDWARDS	679 QUEEN ST	BOONE, NC 28607	Tag Surrender	WATAUGA COUNTY	Tax	(\$2.36)	\$0.00	(\$2.36)
				BOONE	Tax	(\$2.78)	\$0.00	(\$2.78)
				BOONE	Vehicle Fee	\$0.00	\$0.00	\$0.00
						Refund	\$5.14	
MARY ELIZABETH JONES	5889 OLD US HIGHWAY 421	ZIONVILLE, NC 28698	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$10.43)	\$0.00	(\$10.43)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				ZIONVILLE FIRE	Tax	\$1.41	\$0.00	\$1.41
				BOONE MSD	Tax	(\$5.92)	\$0.00	(\$5.92)
		Refund	\$10.94					
MELVIN RAY CLINE, JR	PO BOX 243	DEEP GAP, NC 28618	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$14.99)	\$0.00	(\$14.99)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				DEEP GAP FIRE	Tax	\$2.03	\$0.00	\$2.03
				BOONE MSD	Tax	(\$8.51)	\$0.00	(\$8.51)
		Refund	\$26.47					
MICHAEL JOSEPH GNIADEK	3734 JUNALUSKA RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$16.63)	\$0.00	(\$16.63)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BOONE FIRE	Tax	\$2.25	\$0.00	\$2.25

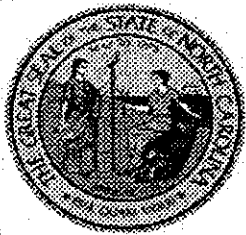


North Carolina Vehicle Tax System

NCVTS Pending Refund report

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STEPHAN PETER MOCILAN, JR	2240 BLOWING ROCK RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$15.65)	\$0.00	(\$15.65)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BOONE FIRE	Tax	\$2.12	\$0.00	\$2.12
				BOONE MSD	Tax	(\$8.88)	\$0.00	(\$8.88)
							Refund	\$27.41
STEPHAN PETER MOCILAN, JR	2240 BLOWING ROCK RD	BOONE, NC 28607	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$11.36)	\$0.00	(\$11.36)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				BOONE FIRE	Tax	\$1.54	\$0.00	\$1.54
							Refund	\$24.82
TAMERA LYNN EGGERS	PO BOX 504	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$99.78)	\$0.00	(\$99.78)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				SHAWNEEHAW FIRE	Tax	\$13.48	\$0.00	\$13.48
				BOONE MSD	Tax	(\$56.63)	\$0.00	(\$56.63)
							Refund	\$127.93
THOMAS MCMILLAN GRANT BENNETT	999 N FORK RD	ZIONVILLE, NC 28698	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00
				BOONE	Tax	(\$16.76)	\$0.00	(\$16.76)
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				ZIONVILLE FIRE	Tax	\$2.27	\$0.00	\$2.27
				BOONE MSD	Tax	(\$9.51)	\$0.00	(\$9.51)
							Refund	\$29.00
WILLIAM CHARLES	PO BOX 2350	BLOWING ROCK, NC	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00

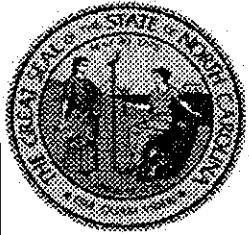


North Carolina Vehicle Tax System

NCVTS Pending Refund report

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Owner Name	Address	City/State/Zip	Reason	Agency	Category	Amount	Refund	Total			
MICHAEL JOSEPH IMLER	PO BOX 2341	BOONE, NC 28607	Situs error	BOONE MSD	Tax	(\$9.44)	\$0.00	(\$9.44)			
				Refund							\$28.52
				WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$17.91)	\$0.00	(\$17.91)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				BOONE FIRE	Tax	\$2.42	\$0.00	\$2.42			
				BOONE MSD	Tax	(\$10.16)	\$0.00	(\$10.16)			
Refund							\$38.65				
MICHAEL STANLEY FLANAGAN	136 LOWER CRAB ORCHARD RD	BANNER ELK, NC 28604	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$69.19)	\$0.00	(\$69.19)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				FOSCOE SERVICE	Tax	\$9.35	\$0.00	\$9.35			
				BOONE MSD	Tax	(\$39.27)	\$0.00	(\$39.27)			
Refund							\$104.11				
ROBERT LEE RICHARDSON	233 AZALEA DR	BOONE, NC 28607	Vehicle Sold	WATAUGA COUNTY	Tax	(\$3.52)	\$0.00	(\$3.52)			
				BOONE	Tax	(\$4.17)	\$0.00	(\$4.17)			
				BOONE	Vehicle Fee	\$0.00	\$0.00	\$0.00			
Refund							\$7.69				
SHERRY PORTER MAST	1087 US HIGHWAY 321 N	SUGAR GROVE, NC 28679	Situs error	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00			
				BOONE	Tax	(\$15.58)	\$0.00	(\$15.58)			
				BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)			
				COVE CREEK FIRE	Tax	\$2.11	\$0.00	\$2.11			
				BOONE MSD	Tax	(\$8.84)	\$0.00	(\$8.84)			
Refund							\$27.33				



North Carolina Vehicle Tax System

NCVTS Pending Refund report

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BOURDON

28605

BLOWING ROCK	Tax	\$91.63	\$0.00	\$91.63
BOONE	Tax	(\$121.09)	\$0.00	(\$121.09)
BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
BOONE MSD	Tax	(\$68.72)	\$0.00	(\$68.72)
			Refund	\$103.18
			Refund Total	\$175.30

AGENDA ITEM 8:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Lease for Probation and Parole*****MANAGER'S COMMENTS:**

As you are aware, the State of North Carolina began requiring counties to furnish space at no cost for court-related functions several years ago. Prior to that time, the Administrative Office of the Courts paid the County rent for their Probation and Parole Offices. Even though the County does not receive any rent, the Department of Public Safety requires that a lease be executed detailing the stipulations. Staff had requested a revised lease several months before the expiration date, October 30, 2013, and was provided the lease before you on December 9, 2013.

Board approval is requested to approve the lease as presented.



North Carolina Department of Public Safety

Purchasing and Logistics

Pat McCrory, Governor
Kieran J. Shanahan, Secretary

Drew Harbinson, Director

December 05, 2013

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



RE: County Provided Space in Watauga County, NC (Attached Lease)

Dear Mr. Geouque:

Hope you are doing well. The current "no cost" lease for Probation and Parole expired on 10/30/2013. Please review the attached replacement lease document and feel free to call me to discuss any concerns you may have. Upon your review and approval, please sign both originals of enclosed lease, have notarized and return to me at the address listed above. Said lease will be executed by the State Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the State Property Office upon execution. I have also attached a copy of the expired lease if needed.

Again, should you have any questions or concerns, please feel free to contact me at 919-743-8232.

Thank you in advance for your assistance in this matter.

Sincerely,

Ronald R. Moore, Real Property Officer

MAILING ADDRESS:
3030 Hammond Business Place
4227 Mail Service Center
Raleigh, NC 27699-4227
www.ncdps.gov



www.ncdps.gov
An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919)-715-3731

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2013, by and between **COUNTY of WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Watauga**, North Carolina, more particularly described as follows:

Being +/- 1,808 net square feet of office space located at 133 N. Water Street, Boone, Watauga County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY – PROBATION & PAROLE)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st day of January, 2014** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of December 2016**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **842 W. King Street, Boone, North Carolina 28607** and the Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Drew Harbinson,
Director of Purchasing & Logistics

LESSOR:

_____ (SEAL)
The County of Watauga
Deron Geouque, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Deron Geouque**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Watauga County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Resolution Requesting the North Carolina General Assembly Adequately Fund the Cooperative Extensions throughout the State

MANAGER'S COMMENTS:

Per Commissioner direction, a resolution has been drafted requesting the North Carolina General Assembly recognize the contributions of the Cooperative Extensions throughout the State and fund at sustainable levels to keep the Extensions viable and vibrant. The Extensions have experienced budget cuts over the last decade which has significantly impacted their ability to provide services and support to their communities.

Board action is requested to adopt the resolution as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

DRAFT

**Resolution In Support of
North Carolina Cooperative Extension Services For
Watauga County**

WHEREAS, the North Carolina Cooperative Extension Service in Watauga County has been positively changing the lives of the citizens of the County for almost a century by executing the intent of the Smith-Lever Act of 1914; and

WHEREAS, the Watauga County Cooperative Extension Center has formed a successful partnership between the Land Grant Institutions (North Carolina State University & North Carolina Agriculture and Technical State University), USDA, North Carolina Department of Agriculture, Watauga County Government, North Carolina State Government and the United States Federal Government; and

WHEREAS, the North Carolina Cooperative Extension Service is based in each county and the Cherokee Qualla Boundary to serve citizens on a local level and these Centers are an integral part of the community serving the needs of agriculture, youth development, family and consumer science, and community development; and

WHEREAS, the Watauga County Cooperative Extension Center is highly visible in the county and has been instrumental in increasing farm profitability by providing one-on-one technical assistance, educational visits, on-farm research and demonstrations, and transfer of academic research done at the university level; and

WHEREAS, the Watauga County Cooperative Extension Center develops new leaders, opens doors to the outside world, and empowers youth through our 4-H and youth development programs; and

WHEREAS, the Watauga County Cooperative Extension Center has worked with and for the citizens of Watauga in the areas of agriculture, youth development, family consumer science and community development since the inception of the Cooperative Extension Service in North Carolina; and

WHEREAS, Watauga County provides approximately 50% of the total budget of the Watauga County Center including salary and benefits, operational expenses, and building/facilities; and

WHEREAS, the Watauga County Cooperative Extension Center is a unique conduit by which local citizens have access to experts in technical subject areas and cutting edge research done at the university level; and

WHEREAS, the Watauga County Cooperative Extension Center is a non-partisan driver and catalyst of economic development at the local level, contributing to growth and sustainability of the local agricultural and tourism economy; and

WHEREAS, the North Carolina Cooperative Extension Service plays a strong role in contributing to the success of our state's multi-billion dollar agricultural industry.

NOW THEREFORE BE IT RESOLVED that the Watauga County Board of Commissioners recommends:

- The Extension Service continues to be based in and operate at a county level so that the citizens of Watauga will continue to have personal and local access to the important results of research, science, and technology through their local agents; and
- The budget for county operations for North Carolina Cooperative Extension be separated from the University system's general budget and protected so that it can continue its work for another 100 years; and
- The General Assembly of North Carolina formally recognizes the contribution that the North Carolina Cooperative Extension makes to the economy of our state through its partnerships and programming at the local level by continuing to fund it at a sustainable level.

ADOPTED this is the 17th day of December, 2013.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 8:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Renewal of JLW Enterprises, Inc. Contract for Inmate Care*****MANAGER'S COMMENTS:**

The contract with JLW Enterprises, Inc. for inmate care expired November 30, 2013. The contract was previously with Competent Correctional Care, Inc., however the Board agreed to the assignment of the contract to JLW Enterprises, Inc. as recommended by the Sheriff. The Sheriff's Office has been working on the renewal which includes a four percent (4%) CPI increase. The current monthly contract price is \$7,578 and would increase to \$7,881.12, or \$303.12 more a month. The contract requires written notification from both parties to renew the contract for an additional year.

Although unable to attend, the Sheriff's Office recommends the renewal of the contract. Adequate funds are in the jail budget to cover the increase.

Board action is requested to renew the contract with JLW Enterprises, Inc. for inmate care for one (1) additional year in the amount of \$7,881.12 per month.

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (the "Agreement"), is entered into with an Effective Date of December 1, 2011, and is made by and between Watauga County, North Carolina (hereinafter referred to as the "County"), acting through the office of the Sheriff of the County (the "Sheriff") and Competent Correctional Care, Inc. (CCC, Inc.), a North Carolina corporation (hereinafter referred to as "CCC").

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonable necessary health care for inmates of the Watauga County Jail (hereinafter called "Facility"); and

WHEREAS, the County desires to arrange for health care to such inmates in accordance with applicable law; and

WHEREAS, the County, which receives funding as approved by County Commissioners for the Facility, desires to enter into this Agreement with CCC to promote this objective; and

WHEREAS, CCC is in the business of: (i) directly providing Primary Correctional Health Care; and (ii) arranging for the provision of and providing claims payment services for Referral Correctional Healthcare and desires to provide such services for the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. The County hereby contracts with CCC to provide for the delivery of Included Medical Care to Inmates under the terms and conditions hereof.
- 1.2 Scope of Health Care Services. The responsibilities of CCC for Included Medical Care of an Inmate commences with the booking and physical placement of said Inmate into the Facility. CCC regularly shall provide Primary Correctional Healthcare and shall arrange Referral Correctional Healthcare (excluding in-patient psychiatric hospitalization) for the Inmate. The services generally include the following: a comprehensive health evaluation of each Inmate following booking into the Facility in accordance with NCCHC Standards, regularly scheduled sick call, nursing care, regular physician visits to the Facility, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, administrative support services, and other services as more specifically described herein. Additionally, staff employed by the Sheriff shall be provided first aid within the Facility for emergency injuries and/or illnesses upon request of the County.

CCC shall follow the staffing described in Article III, Personnel for the provision of Correctional Healthcare.

- 1.3 Ancillary Medical Services. Referral Correctional Healthcare CCC must arrange includes, but is not limited to, the provision of Referral Correctional Healthcare from ancillary medical providers to Inmates such as radiology and laboratory services to the extent such services are determined to be medically necessary by CCCs professional medical staff Where non-emergency Referral Correctional Healthcare is required, CCC shall make arrangements with the County Sheriff for transportation of the Inmate in accordance with Services 1.10 of this Agreement. These ancillary services will be included in the Off-Site Services Limit.
- 1.4 Emergency Services. CCC shall provide Emergency Services to Inmates through arrangements to be determined by CCC with local hospitals. CCC shall arrange for the provision of emergency ambulance transportation services in connection with off-site Emergency Services. These services will be included in the Off-Site Services Limit.
- 1.5 No Responsibility for Referral Correctional Healthcare. Providers of Referral Correctional Healthcare are not the employees of, agents of, or joint venturers with CCC and CCC is not responsible for their actions or omissions. CCC is not responsible for any costs: of Referral Correctional Healthcare. CCCs sole obligation is to use commercially reasonable efforts to arrange for the provision of Referral Correctional Healthcare when medically necessary as determined by CCCs medical director or his designee.
- 1.6 Exclusions. This Agreement does not apply to the following services, and CCC is has no obligation to provide or arrange for such services, regardless of whether or not such services are or become medically necessary:
 - a Blood clotting factor products;
 - b. Experimental or investigational procedures, as determined by the County,
 - c. Any services or supplies received by any individual during any period of time that such individual is not an Inmate in the County's physical custody and control.
 - d. Any services or supplies received by any fetus or infant (CCC shall provide Primary Correctional Healthcare and arrange Referral Correctional Healthcare to pregnant Inmates, but any healthcare services provided to an infant following birth are excluded from this Agreement.
 - e. Elective Medical Care, including, but not limited to, elective abortions. This Agreement applies, however, to abortions determined by CCC to be medically necessary by CCC or County, as applicable.

- 1.7 Inmates outside the Facilities. This Agreement applies to Included Medical Care for those Inmates in the actual physical custody of the Facility. This includes Inmates under guard arranged by County in outside hospitals and whose care is being managed by CCC. Such Inmates will be included in the resident daily population count. No other individuals, including, but not limited to, individuals in outside hospitals who are not under guard arranged by County, are included in this Agreement, nor shall such individuals be included in the resident daily population count. Individuals who are otherwise Inmates but who are on any sort of temporary release, including, but not limited to: temporarily being released for the purpose of attending funerals or any other family emergencies, being on escape status, being on pass, parole, or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count.

Individuals who are otherwise inmates but who are on any sort of temporary release, including, but not limited to: temporarily being released for the purpose of attending funerals or any other family emergencies, being on escape status, being on pass, parole, or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be included in this Agreement with respect to the processing of payment for or furnishing of health care services. CCC shall be responsible for Primary Correctional Healthcare required by Inmates only when physically returned to the custody of the Facility after becoming ill, delivering an infant, or being injured while on temporary release; CCC shall arrange for the provision of additional medical care for complications resulting from medical events occurring while not in the physical custody of the Facility, but CCC may, in consultation with the Sheriff inform the provider of such services that the County may not be financially responsible for payment for such services and the parties agree to cooperate to determine the financially responsible party for such services.

- 1.8 Work Release. This Agreement does not apply to healthcare services and supplies required by individuals assigned to work release.
- 1.9 Elective Medical Care. CCC will not be responsible for the cost of providing elective medical care to inmates. Any referral of inmates for elective medical care must be reviewed and approved by the Sheriff prior to provision of such services. CCC may assist in arranging Sheriff approved elective care, but CCC shall have no financial responsibility for such care. CCC shall indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits damages, judgments or liabilities of any land whatsoever arising out of a decision made by CCC's Medical Director not to provide medical care on the basis that it is elective medical care.
- 1.10 Transportation Services. To the extent any inmate requires off-site Referral Correctional Healthcare, including, but not limited to, hospitalization care and specialty services, the County will, at County's cost, upon request by CCC, its agents, employees or contractors, provide transportation as reasonably available, provided that, when reasonably possible, such transportation is scheduled in advance. When medically necessary, CCC shall arrange all emergency ambulance transportation of Inmates.

- 1.11 Inmates from Other Jurisdictions. CCC agrees to provide Primary Correctional Health care and arrange for the provision of Referral Correctional Healthcare to individuals incarcerated at the Facility but from other jurisdictions pursuant to contract between the County and such other jurisdictions.
- 1.12 Standard of Care; Discretionary Decisions. CCC shall render Primary Correctional Healthcare in accordance with the standards promulgated by the National Commission on Correctional Health Care (NCCCC) for health services in correctional facilities. Whenever an opinion, decision or determination under this Agreement is determined in accordance with the opinion or discretion of a particular person under this Agreement, such opinion, decision or determination shall be at the absolute discretion of the applicable decision-maker, unless otherwise expressly required by applicable law.
- 1.13 County's Responsibilities. CCC has no responsibility for determining whether an individual meets the definition of an Inmate. CCC shall not be responsible in any manner or any delay or error caused by the County's failure to furnish accurate information about an individual's status as an Inmate in a timely fashion.
- 1.14 Medical Emergencies outside of this Agreement. The parties understand that medical emergencies may arise outside the scope of this Agreement and for which CCC is not compensated under this Agreement, including, but not limited to medical emergencies involving visitors, employees of the County, individuals at the County's work release facility; if CCC or its medical personnel are available and respond to provide such emergency services (i.e. other than for Inmates for which CCC is compensated under this Agreement), either upon request by the Sheriff's staff or otherwise, such services will be on uncompensated, volunteer basis pursuant to North Carolina General Statute § 90-21.14.

ARTICLE II: ADMINISTRATIVE SERVICES

- 2.1 Claims Processing. The County hereby contracts with CCC to act as the County's agent to process claims for Referral Correctional Healthcare and agrees that the base payment amounts and per diems for increased Inmate population as described in Article VII includes the processing fee (but not the cost of) such claims. The parties estimate that the total annual cost to the County for Referral Correctional Healthcare shall be around \$; the County and CCC neither warrants nor guarantees that such costs will not exceed such estimate amount, however. The County shall be responsible for the actual costs to maintain the trust account and for postage, check stock and other supplies directly required for the services required of CCC in this Article H.
- 2.2 Funding Source. The funds allocated for its financial obligation for Referral Correctional Healthcare shall remain at the County's discretion and this Agreement does not create a new obligation to fund such services. Notwithstanding the foregoing, however, CCC's administrative obligations under this Agreement to process claims for such services apply only to the extent funds are available to pay such claims. Unless and

until the parties otherwise agree, the funds shall be available for payment of claims under this Agreement as follows:

The County, at its sole cost and expense, shall continuously maintain the Bank Account, a zero balance checking account that requires two signatures: (i) the signature of an individual authorized by the County; and (ii) the signature of an individual appointed by CCC. All amounts in the Bank Account belong to the County. The parties agree to execute any additional documentation required to establish the Bank Account as described herein.

The County appoints CCC as its agent to process claims for Referral Correctional Healthcare. Such and shall process such claims in the following manner:

- a. CCC shall instruct Referral Correctional Healthcare providers to send claims for payment to CCC;
- b. Upon receipt of such bills, CCC shall review the claim for accuracy and, if accurate, approve the claim for payment
- c. If approved for payment, CCC will prepare a check to be drawn on the Bank Account in the approved amount and sign the dual signature check.
- d. CCC shall then send, to the County's Director of Finance: the CCC-signed check; a copy of the check (aka a check register); and a copy of the claim associated with the approved payment.

The County's Director of Finance shall review the request for payment and, if acceptable, (i) approve the payment by signing the check; (ii) arrange for the County to deposit sufficient funds into the Bank Account; and (iii) arrange for the check to be mailed to the appropriate vendor.

Any refunds for Referral Correctional Healthcare shall be directed to the County's finance department.

CCC agrees to maintain a fidelity bond (or other appropriate insurance by whatever name) in the amount of not less than \$150,000.00 to cover a breach of CCC's fiduciary obligations under this Article II.

CCC has no responsibility for any consequences of County's failure to provide funds on a timely basis.

Incidental Administrative Services. The parties understand and agree that, from time, claims may be presented to CCC for payment for health care services for which the County may or may not be the ultimate financially responsible payor. In such cases, CCC shall, at its discretion either: (i) return the claim to the original claimant (with

additional instructions on where to file the claim); (ii) forward the claim to the financially responsible entity; or (iii) consult with the County as to the proper handling of the claim.

Audit and Reports. CCC shall provide the County with monthly reports of claims paid in the format substantially similar to Exhibit B. The County may, at the County's sole expense, audit the Bank Account once annually upon reasonable notice; provided, however, if material errors are noted on any such audit, the County may establish a more frequent auditing schedule. Any audit must be commenced within two (2) years following the period being audited. Any requested payment from CCC resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to CCC's actions or omissions.

ARTICLE III: PERSONNEL

Staffing. CCC shall provide medical, technical and support personnel as necessary for the rendering of Primary Correctional Healthcare as described in and required by this Agreement. The cost of services is broken into three tiers.

1. The first tier is to operate the facility with Registered Nurse on site three days a week for a minimum of 24 hours. Additionally, a Nurse Practitioner or M.D. will be on site weekly to manage care of inmates. N.P. or M.D. will be available for call at all times. This tier shall apply to a point of up to 90 inmates. CCC will process all invoices and forms and facilitate the staff and administration under this agreement. The fee for this service will be \$7578.00 per month.

2. The second tier is to operate sick call five days a week. The nurse will be on premises 40 hours a week. The N.P. and M.D. will continue as before, in addition to handling the additional call volume. CCC will process all paperwork, payroll, invoicing, and services for detention and handle all administrative matters. This tier shall apply in the event the average daily jail capacity is between 90-135 inmates. The fee for this service will be \$12,642.00 per month.

3. The third tier requires the nurse to work full time and CCC, Inc. will hire a med-tech to assist with paperwork and medication setup and distribution. All other processes continue with a larger volume and more infrastructures for calls and administration. This tier shall apply in the event the average daily jail capacity is between 135-180 inmates and is max capacity for CCC, Inc. The fee for this level of services will be \$17477.00 per month.

The population level of inmates will be reviewed monthly to assess the inmate population and need to increase services. When CCC and Detention Administration agree that services need to be increased and/or that the inmate population has increased so as to take the level of services to the next level as described above, then, the level will be raised and times and employees will be added by CCC, Inc. If at any time before the end of a month the administration and CCC agree that the change is needed, the times and services will be added immediately, and the billing will be changed and prorated in the following

month. Fees are due by the 10th of the month. They will be billed on the last day of the previous month.

Should a sustained population increase over 140 inmates occur, CCC may recommend additional staffing and request a change in compensation levels. Similarly, should there be a sustained population drop to such a degree that changes to the staffing plan are requested by County, then the parties shall enter negotiations to determine a mutually agreeable change to staffing and compensation levels.

Both parties understand that this Agreement is premised upon the assumption that the Watauga County jail houses up to an average of 90 Inmates at any given time. Due to circumstances Watauga County jail houses up to an average of 90 Inmates at any given time. Due to circumstances outside the control of either party, the average daily inmate population in the Watauga County jail could be significantly higher or lower than the assumption both parties agreed to when this contract was executed. Therefore, both parties agree to commence negotiations concerning the assumption of average number of inmates in the Watauga County jail by May of each year. Both parties agree that if this assumption deviates from the current assumption of an average of 90 Inmates, the compensation given to CCC may have to be adjusted. Unless otherwise agreed to, any amendment concerning the assumption of the average number of inmates at the Watauga County jail shall be incorporated into the contract on July 1 of each year.

Licensure, Certification and Registration of Personnel. All professional personnel provided or made available by CCC to render Primary Correctional Healthcare hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

- 3.3 Sheriffs Satisfaction with Health Care Personnel. To ensure the Sheriff is able meet its obligation to operate a secure facility, Sheriff has the right to exclude any CCC health care personnel provided by CCC hereunder, or by any independent contractor, subcontractors or assignee under the direction of CCC ("employee"). Prior to exclusion, the Sheriff shall notify CCC of his intent to exclude an individual, such notification to be followed within a reasonable time by written confirmation of the exclusion. CCC shall exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Sheriff CCC shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. CCC will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interest of CCC.
- 3.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either CCC or the County in the direct rendering of any health care service. Upon prior written approval of the Sheriff Inmates maybe used in positions that do not involve the rendering of health care services directly to Inmates.
- 3.5 Referral Correctional Healthcare. In order to discharge its obligations hereunder, CCC will arrange for certain health care providers to provide Referral Correctional Healthcare on an independent contractor basis. The County may request to approve such providers,

but approval will not be unreasonably withheld. As the relationship between CCC and these health care providers will be that of independent contractor, CCC will not be considered or deemed to be engaged in the practice of medicine or other professions practices by these providers. CCC will not exercise control over the manner or means by which these independent contractors perform their duties. However, CCC shall exercise administrative supervision over the agreement, if any, between CCC and the applicable provider. CCC shall ask each such independent contractor, including all medical professionals, physicians, dentists, and nurses performing duties as independent contractors under this Agreement, to provide CCC with proof as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per claim or per occurrence and three million dollars (\$3,000,000) aggregate; CCC shall furnish County with a copy of such proof as reasonably requested. Notwithstanding anything to the contrary in this Section 3.5, the parties understand that CCC may, when commercially reasonable, refer an Inmate for Referral Correctional Healthcare to a provider without entering into a direct written agreement with such provider.

- 3.6 Discrimination. During the performance of this Agreement, CCC and the County each agree:
- a. Not to (discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor;
 - b. To post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non discrimination clause; and
 - c. To state, in all solicitations or advertisements for employees, that it is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE IV: REPORTS AND RECORDS

Medical Records. CCC shall maintain complete and accurate medical records for each Inmate who has received health care services arranged or provided by CCC during the term of this Agreement. Each medical record will be maintained in accordance with applicable laws, NCCCC standards, and the County's policies and procedures. The medical records shall be kept separate from the Inmates' confinement record. A complete legible copy of the applicable medical record shall be available at all times. A medical transfer sheet shall, accompany each Inmate who is transferred from the Facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential in accordance with the County's policy with regard to access by Inmates and Facility staff, which policy is that no information is disclosed except by a

court order, or as otherwise required or allowed in accordance with the applicable law. CCC shall comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information (including, but not limited to, the Health Insurance Portability and Accountability Act if applicable to CCC's obligations under this Agreement) and shall provide adequate training to its staff with respect to such confidentiality obligations; County shall also comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information and shall provide adequate training to its staff with respect to such confidentiality obligations. CCC shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall provide CCC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

Regular Reports by CCC to the County. CCC shall provide to the County, on a date, in a form and to the County's personnel mutually acceptable to CCC and the County, monthly and annual reports relating to health care services arranged or rendered under this Agreement.

Inmate Information. Subject to applicable law, in order to assist CCC to effectively arrange, or provide health care services to Inmates, the County will provide CCC with information pertaining to Inmates that CCC and the County mutually identify as reasonable and necessary for CCC to adequately perform its obligations hereunder.

CCC Records Available to the County with Limitations on Disclosure. CCC shall make available to the County, at the County's request, all records, documents and other papers directly relating to the delivery of health care services to Inmates hereunder. The County understands that many of the systems, methods, procedures, written materials and other controls employed by CCC in the performance of its obligations hereunder are proprietary in nature and will remain the property of CCC. Information concerning such may not, at anytime, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by CCC. Upon CCC's request, the County shall return to CCC all such information in the County's possession and identified, by CCC, as proprietary.

- 4.5 **County's Records Available to CCC with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the County will provide CCC, at CCC's request, the County's records relating to the provision of health care services to Inmates as maybe reasonably requested by CCC or as are pertinent to the investigation or defense of any claim related to CCC's conduct. Consistent with applicable law, the County will make available to CCC such records as are maintained by the County, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent the County see has any control over those records) as CCC may reasonably request; the County agrees to execute reasonable additional documents

required to comply with this Section 4.5. Any such information provided by the County to CCC that the County considers confidential shall be kept confidential CCC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE V: SECURITY

- 5.1 General. CCC and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCC as well as for the security of Inmates and County's staff consistent with the correctional setting. The County will provide sufficient security to enable CCC to safely and adequately provide the sendees described in this Agreement and CCC shall let County know what those needs are. Nothing herein shall be construed to make the County, his deputies or employees a guarantor of the safety of CCC employees, agents or subcontractors, including their employees. Should a CCC employee need correctional staffing to assist with 14 day physicals, chronic care visits and other needs of the CCC medical staff; such additional staffing will be coordinated and scheduled by the jail administrator and the CCC Medical Director.
- 5.2 Loss of Equipment and Supplies. The County shall not be liable for losses of or damage to equipment and supplies of CCC, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees. CCC shall not be liable for loss of or damage to equipment and supplies of the County or its employees unless such loss or damage was caused by the negligence of CCC or its agents, employees or subcontractors.
- 5.3 Security During Transportation Off-Site. The County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility in any other location for off-site services as contemplated herein.

ARTICLE VI: OFFICE SPACE, EQUIPMENT, INVENTORY, AND SUPPLIES

- 6.1 General. The County agrees to provide CCC with office space, facilities, equipment, utilities (including all local telephone calls, but excluding long distance telephone calls which CCC shall reimburse monthly to the County). The County will provide necessary maintenance and housekeeping of the office space and facilities. CCC agrees it has inspected the Facility and medical office space and facilities and that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all of the obligations required under this Agreement. County shall be responsible for providing substitute space, if in the opinion of the Sheriff, such designated facilities become unsafe for any reason.
- 6.2 Delivery of Possession. The County will provide CCC, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Facility's health care unit. At the termination of this or any subsequent Agreement, CCC will return to the County possession and

control of all supplies, medical and office equipment, in working order, reasonable wear and tear expected, which were purchased by the County.

- 6.3 Maintenance and Replenishment of Equipment. The County will continue to maintain in good working order, and replace, as necessary, all medical equipment necessary for the performance of this contract CCC in working order during the term of this Agreement.
- 6.4 General Maintenance Services. The County will provide for each Inmate receiving Healthcare sendees the same services and facilities provided by the County for all Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

- 7.1 Term. This Agreement shall commence at 12:01 a.m. on December 1, 2011. The initial term for this agreement shall be through 11:59 p.m. on November 30, 2012 and may be extended for additional terms of one (1) year each, if mutually agreed to in writing and signed by both parties. Notwithstanding the foregoing, however, either party may renegotiate the terms of this Agreement if the population consistently (i.e., for any one month period during the term of this Agreement) exceeds 140 Inmates. Any extension must be agreed to no later than thirty (30) days prior to the termination of the existing term.
- 7.2 Termination. This Agreement may be terminated as otherwise provided in the Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. Either party may terminate this agreement without cause upon at least thirty (30) days prior written notice to the other party.
 - c. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by a funding authority other than the County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then CCC or the County shall be entitled to immediately terminate this Agreement, without penalty or liability.
 - d. Material Change. CCC may, at its sole discretion, terminate this Agreement effective as of the effective date of a material change initiated by the County or by legislative or regulatory action in the funding for, delivery of health care or claims processing requirements or procedures, or any change materially affecting the manner or cost of delivering or arranging healthcare services for Inmates. A material change in funding includes, but is not limited to, a failure of County to

maintain funds in the Bank Account in the manner set forth in Article II of this Agreement.

- 7.3 Responsibility for Inmate Health Care. As of the effective date of termination of this Agreement, all responsibility for providing healthcare services to all Inmates, including Inmates receiving health care services at sites outside the Facility, will be transferred from CCC to the County.

ARTICLE VIII: EXPECTED TOTAL COSTS AND CCC COMPENSATION

- 8.1 Expected Total Costs. The parties estimate that the total annual cost to the County for Included Medical Care will be as set forth above in this contract for all services provided hereunder, and shall include cost of personnel, equipment supplies, and other treatment items used by CCC. It shall not include the costs of hospitalization or other medical care not provided by CCC.
- 8.2 CCC will invoice the County thirty (30) days before the first day of the month for which services will be rendered. The County agrees to pay CCC on or before the first (1st) day of the month for which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to CCC will be prorated accordingly for the shortened month. For Fiscal Years ending June 30, 2012 and June 30, 2013, a similar monthly payment and invoice shall be established after the applicable base compensation amount per year has been calculated by applying the applicable CPI Increase.
- 8.3 Increases in Inmate Population. The parties agree that the base price is calculated based upon an average daily inmate population of up to 140. If the daily inmate population exceeds 140 inmates, then the compensation payable to CCC by the County shall be increased by a per diem rate of \$1.45 for each Inmate over 140, per day. The average daily inmate resident population shall be determined and recorded by the County. The County shall regularly provide this information to CCC. The calculation in this Section 8.2 shall include the individuals from other jurisdictions described in Section 1.11.
- 8.4 Compensation Escalator. The compensation (i.e., the base price and per diem rate as defined in Sections 8.1 and 8.2, respectively) for each successive renewal term that is agreed to by the parties shall include a reasonable increase.
- 8.5 Changes in the Law, Standard of Care, or Scope of Services. The prices in Sections 8.1 and 8.2 reflect the scope of services as outlined herein and the current community standard of care with regard to healthcare services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services, available workforce pool that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to CCC of providing or arranging healthcare services hereunder, the increased costs related to such change of modification are not covered in

this Agreement and will be negotiated with the County. This Section 8.4 is in addition to, and not in lieu of, CCC termination option under Section 7.2.

- 8.6 Payment If the County fails to make any payment to CCC hereunder within thirty (30) days following CCCs written notice to the County of non-payment, CCC, among any other rights and remedies pursuant to this Agreement or otherwise available at law or in equity, shall have the right to terminate this Agreement immediately. Failure to terminate this Agreement shall not waive any breach of this Agreement A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.
- 8.7 Late Payments. The County shall pay CCC interest on all undisputed payments hereunder that are not paid when due. Interest shall begin to accrue thirty (30) days after County's receipt of written notice of nonpayment at the then-current prime rate of interest reported (as of the applicable month for which payment is due) by the Wall Street Journal at <http://www.wsiprimerate.us/> per month until the payment is made, in full. CCC shall provide County with notice of the date on which the interest shall begin to accrue.
- 8.8 If funds are not appropriated or otherwise made available to support continuation of performance by Watauga County in the initial or any subsequent fiscal year, Watauga County shall be subject to cancellation without damages or further obligations. a Notwithstanding the proceeding sentence, if Watauga County has not appropriated monies for Fiscal Year 20 for this Agreement due to the inability of County to adopt a final budget, Watauga County has the option pursuant to North Carolina law, in its sole discretion, to retain CCC's services pursuant to the Agreement established under Fiscal Year 20 on a month to month basis until said final budget is adopted County agrees to compensate CCC for the pricing difference between such years, preventing CCC from being financially harmed due to the County not adopting a timely budget.

For the subsequent Fiscal Years this Agreement is in effect, County has the same option as set forth in the previous clause, except it agrees to retain CCC's services pursuant to the terms established in this adopted Agreement on a month to month basis until a final budget is adopted. County agrees to compensate CCC for the pricing difference between such years, preventing CCC from being financially harmed due to the County not adopting a timely budget.

ARTICLE IX: LIABILITY AND RISK MANAGEMENT

- 9.1 Insurance. At all times during this Agreement, CCC shall maintain professional liability insurance covering CCC, its employees, and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence or per claim and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage materially adversely changes, CCC shall notify the County in writing. CCC shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

- 9.2 Lawsuits against the County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning the actions or omissions of CCC, each of CCC or its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit; each shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.
- 9.3 Responsibility for Actions and Omissions. Each of CCC and the County is responsible for its own actions or omissions. Nothing in this Agreement shall be construed as prohibiting any party from seeking indemnity or contribution as appropriate.

During the term of this Agreement, CCC agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels of no less than: (a) professional liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; (b) comprehensive general liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; and (c) director and officer liability coverage for CCC's directors, officers, trustees and managers in the minimum amount of \$5,000,000. Such insurance coverage shall cover the acts and omissions of CCC as well as those legally authorized to act on behalf of CCC. CCC agrees to deliver memorandum copies of such policies to the Sheriff upon request. CCC agrees to give the Sheriff at least thirty (30) days advance notice of any cancellation or material adverse modification of said policies.

The County shall immediately notify CCC of any incident, claim, or lawsuit of which the County becomes aware regarding CCC's obligations under this Agreement, and shall fully cooperate in the defense of such claim, but CCC shall retain sole control of the defense while the action is pending.

ARTICLE X: MISCELLANEOUS

- 10.1 Independent Contractor Status. The parties acknowledge that CCC is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.
- 10.2 Assignment and Subcontracting. CCC shall not assign this Agreement to any other corporation without the express written consent of the County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve CCC of its independent obligation to provide the services and be bound by the requirements of this Agreement
- 10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to

have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties.

- a. Watauga County Sheriff Department
185 Hodges Gap Road
Boone, NC 28607
(828) 264-3761
 - b. Competent Correctional Care, Inc.
105 A North Main Ave
Newton, NC 28658
(828) 465-9737
- 10.4 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except if specifically otherwise stated.
- 10.5 Entire Agreement. This Agreement constitutes the complete understanding and entire agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 10.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 10.7 Waiver of Breach. The waiver by either party of breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 10.8 Third-Party Reimbursements and Beneficiaries. The parties agree that the County shall take all reasonable steps necessary to insure availability of third party reimbursement as allowed by law. County understands and agrees that if, during the course of treatment of an Inmate or other individual treated at the Facility, an outside payment source other than the County is identified for such Inmate's other individual's care, the source of such payment may be investigated by CCC and pursued if appropriately available under the laws of the state and the United States. Medicaid/Medicare is not an available outside payment source to individuals once they have been incarcerated, and CCC will not seek, direct, or assist in Medicaid/Medicare reimbursement. CCC will inform each provider

utilized by CCC not to bill Medicaid/Medicare and directed to direct the request for payment either to CCC, the individual or legally allowable third party payor(s). The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

- 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 10.10 Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers, or other similar causes beyond its control.
- 10.11 Liaison. The County or its designee (so designated in writing by the County) shall be the liaison with CCC.
- 10.12 CCC Medical Practice Board If the Medical Director becomes unable to perform his duties, the CCC Medical Practice board will appoint an interim Medical Director to perform said duties. Within thirty (30) days, the CCC Medical Practice Board will elect a new medical director (with approval of the Sheriff).

ARTICLE XI: DEFINITIONS

- 11.1 CPI increase means the lesser of: (i) 5.5% or (ii) the relevant reported CPI % change, rounded to the nearest tenth, in the CPI, All Urban Consumers (Current Series), Not Seasonally Adjusted, US City Average, Hospital and related services (SEMD) applicable to the twelve (12) months ended on April of the applicable Fiscal Year. The CPI Increase will apply to this Agreement but no decrease will apply. The calculation of the relevant reported CPI change will use the following formula using data reported by the Bureau of Labor Statistics for the applicable period: $\text{CPI Increase} = \frac{\text{CPI for current period} - \text{CPI for previous period}}{\text{CPI for previous period}} \times 100 = \text{CPI Increase rounded to the nearest whole number}$. As and for an example, as indicated in the Bureau of Labor Statistics report available at <http://data.bls.gov>, the CPI for April 2007 is 492 and for April 2008 is 530; the CPI Increase would be 7.7% under the formula stated in this Section 112.
- 11.2 Elective Medical Care means services and supplies which, if not provided, would not, as determined by CCCs medical director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well being.
- 11.3 Emergency Services means medically necessary healthcare services needed to treat or screen for a medical condition manifesting itself by acute symptoms of sufficient severity

such that, in the absence of immediate medical attention will result in any of the following:

1. Placing the health of an individual or with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy;
 2. Serious impairments to bodily functions; or
 3. Serious dysfunction of any bodily organ or part
- 11.4 Fiscal Year means the twelve months beginning July1 and ending June 30.
- 11.5 Included Medical Care means reasonable and medically necessary medical care, (including services, supplies and screening such as laboratory and radiology), required to be provided or arranged for Inmates by CCC under this Agreement and not excluded under applicable law, regulation or ruling. Some medically necessary services are expressly not required to be provided or arranged.
- 11.6 Inmate means an individual under the physical custody and control of the Facility. The following individuals are not Inmates for purposes of this Agreement: individuals who are for any reason not in the physical custody and control of the Facility including, but not limited to, any individuals who do not sleep at Facility at night, individuals assigned to work release, individuals who are temporarily released such as for funerals, escapees, individuals in the custody of any police or penal jurisdictions other than Facility. All determinations about an individual's status as an Inmate shall be based on the actual clock time of release or custody, not the calendar day of release or custody.
- 11.7 Primary Correctional Healthcare means Included Medical Care professional medical care and certain supplies directly provided by CCC. Primary Correctional Healthcare includes only those certain prescription and non-prescription drugs listed on the Medication Formulary attached hereto as Exhibit C. CCC may amend Exhibit C upon written notice to County.
- 11.8 Referral Correctional Healthcare means Included Medical Care provided by vendors, specialists or facilities, as independent contractors, under arrangement with CCC. Referral Correctional Healthcare includes, but is not limited to, any medical devices, prosthesis, durable medical equipment and any prescription or non-prescription drugs other than those listed on the Medication Formulary attached hereto as Exhibit C. CCC is not responsible for the actions or omissions of providers of Referral Correctional Healthcare.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF the parties have executed this Agreement in their official capacities with legal authority to do so.



WATAUGA COUNTY, NORTH CAROLINA

By: [Signature]
Nathan A. Miller, Chairman
Watauga County Board of Commissioners
DATE: 11/16/11

Attest: [Signature] (SEAL)
Anita Fogle, Clerk to the Board

COMPETENT CORRECTIONAL CARE, INC.

BY: [Signature]
TITLE: President
DATE: 11/21/11

[Signature]
L.D. Hagaman, Jr.
SHERIFF, WATAUGA COUNTY
DATE: 11-17-11

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

[Signature]
Margaret Pierce
Watauga County Finance Officer

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group -Continued

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2012	Unadjusted indexes		Unadjusted percent change to Apr. 2013 from—		Seasonally adjusted percent change from—		
		Mar. 2013	Apr. 2013	Apr. 2012	Mar. 2013	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
Hospital and related services	1.781	699.196	694.601	4.0	-0.7	0.7	0.4	-0.6
Recreation ²	5.990	115.386	115.359	.6	.0	.3	-.1	-.1
Video and audio ²	1.897	100.251	100.054	.2	-.2	.2	.1	-.3
Education and communication ²	6.779	135.625	135.230	1.5	-.3	.3	.2	-.2
Education ²	3.281	221.861	221.882	4.1	.0	.3	.3	.3
Educational books and supplies .....	.211	588.670	588.734	6.9	.0	.0	.7	.5
Tuition, other school fees, and childcare	3.069	635.979	636.037	3.9	.0	.3	.3	.3
Communication ²	3.499	83.235	82.759	-9	-6	.4	.1	-.6
Information and information processing ²	3.350	79.498	79.019	-1.2	-6	.2	.1	-.6
Telephone services ^{1 2}	2.394	101.878	101.244	-6	-6	.0	-.1	-.6
Information technology, hardware and services ⁵ .....	.957	8.679	8.630	-2.7	-6	.8	.5	-.7
Personal computers and peripheral equipment ⁶ .....	.242	58.626	58.133	-8.3	-8	-.5	-.7	-1.3
Other goods and services	3.376	399.265	400.239	1.8	.2	.1	.1	.2
Tobacco and smoking products ¹ .....	.805	863.888	869.057	2.6	.6	-.2	-.2	.6
Personal care	2.571	214.754	215.041	1.5	.1	.3	.2	.0
Personal care products ¹ .....	.646	162.720	162.017	-7	-4	.1	1.2	-.4
Personal care services ¹ .....	.633	237.730	238.253	1.9	.2	.1	.2	.2
Miscellaneous personal services	1.086	379.881	381.239	2.9	.4	.6	.1	.1
Commodity and service group								
Commodities	39.680	189.286	188.513	-8	-4	1.3	-.7	-1.2
Food and beverages	15.261	236.267	236.761	1.6	.2	.1	.1	.2
Commodities less food and beverages	24.419	164.031	162.746	-2.2	-8	2.1	-1.1	-2.0
Nondurables less food and beverages	15.661	216.959	214.148	-3.0	-1.3	3.1	-1.8	-3.1
Apparel	3.564	128.279	128.861	.3	.5	-.1	-1.0	-.3
Nondurables less food, beverages, and apparel	12.097	272.105	272.136	-4.0	-1.8	4.0	-1.9	-4.0
Durables	8.759	112.269	112.460	-.7	.2	.0	.0	.0
Services	60.320	275.994	276.268	2.4	.1	.3	.2	.1
Rent of shelter ⁴	31.327	272.227	272.601	2.2	.1	.2	.2	.2
Tenants' and household insurance ^{1 2} .....	.354	135.436	134.017	2.4	-1.0	1.1	.0	-1.0
Energy services ³	3.767	188.856	190.669	2.6	1.0	.5	-.2	1.4
Water and sewer and trash collection services ²	1.201	195.981	196.319	4.7	.2	.3	.4	.2
Household operations ^{1 2} .....	.730	156.992	156.421	.9	-4	.2	.2	-.4
Transportation services	5.848	278.874	279.065	2.5	.1	.1	.2	-.2
Medical care services	5.448	452.596	452.083	3.4	-.1	.3	.3	-.1
Other services	11.644	327.576	327.216	2.0	-.1	.4	.1	-.1
Special indexes								
All items less food	85.688	232.243	231.880	1.0	-.2	.8	-.2	-.5
All items less shelter	68.319	224.241	223.774	.5	-.2	.9	-.3	-.6
All items less medical care	92.837	223.465	223.229	.9	-.1	.7	-.2	-.4
Commodities less food	25.368	166.605	165.355	-2.1	-8	2.0	-1.1	-1.9
Nondurables less food	16.610	218.116	215.460	-2.8	-1.2	2.9	-1.6	-2.9
Nondurables less food and apparel	13.046	272.032	267.516	-3.6	-1.7	3.7	-1.7	-3.7
Nondurables	30.921	227.540	226.246	-.9	-6	1.6	-1.0	-1.4
Services less rent of shelter ⁴	28.993	301.825	301.999	2.5	.1	.4	.1	.1
Services less medical care services	54.872	262.602	262.919	2.3	.1	.2	.1	.1
Energy	9.561	249.565	244.757	-4.3	-1.9	5.4	-2.6	-4.3
All items less energy	90.439	232.889	233.123	1.7	.1	.2	.1	.1
All items less food and energy	76.127	233.052	233.236	1.7	.1	.2	.1	.1
Commodities less food and energy commodities	19.574	147.717	147.992	-.1	.2	.0	-.1	.0
Energy commodities	5.795	324.016	312.270	-8.1	-3.6	8.6	-4.1	-7.9
Services less energy services	56.553	284.834	284.954	2.3	.0	.2	.2	.1
Purchasing power of the consumer dollar (1982-84=\$1.00)	-	\$.430	\$.430	-	-	-	-	-
Purchasing power of the consumer dollar (1967=\$1.00)	-	\$.143	\$.144	-	-	-	-	-

¹ Not seasonally adjusted.² Indexes on a December 1997=100 base.³ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.⁴ Indexes on a December 1982=100 base.⁵ Indexes on a December 1988=100 base.⁶ Indexes on a December 2007=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

Assignment of Health Services Agreement

This assignment, made and entered into on the 4th day of June, 2013, by and between Watauga County, Competent Correctional Care, Inc., and JLW Enterprises, Inc. is for the purpose of allowing Competent Correctional Care, Inc. to assign its rights and obligations to JLW Enterprises, Inc.

WHEREAS, Watauga County is a body politic and political subdivision of the State of North Carolina; and

WHEREAS, Competent Correctional Care, Inc. is a North Carolina corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, JLW Enterprises, Inc. is a North Carolina corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, Watauga County and Competent Correctional Care, Inc. entered into a contract for the provision of inmate health care on December 1, 2011; and

WHEREAS, Competent Correctional Care, Inc. is desirous of assigning this contract to JLW Enterprises, Inc., and Watauga County is in agreement to allow Competent Correctional Care, Inc. to assign this contract;

NOW THEREFORE, based upon the mutual consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to Article 10.2 of the contract between the parties, with the consent of Watauga County, Competent Correctional Care, Inc. hereby assigns all rights, duties, obligations, and other contractual requirements to JLW Enterprises, Inc.

2. JLW Enterprises, Inc. shall comply with all terms and requirements of the underlying contract in the provision of inmate health services to Watauga County. All such terms of the underlying contract shall remain in full force and effect, and be binding upon Watauga County and JLW Enterprises, Inc.

IN WITNESS WHEREOF the parties have executed this Agreement in their official capacities with legal authority to do so.

WATAUGA COUNTY, NORTH CAROLINA

By: [Signature]
Nathan A. Miller, Chairman
Watauga County Board of Commissioners

DATE: June 4, 2013



Attest:

[Signature] (SEAL)
Anita Fogle, Clerk to the Board

COMPETENT CORRECTIONAL CARE, INC.

By: [Signature]
TITLE: (man) medical provider
NC Lic # 5025188

DATE: _____

JLW ENTERPRISES, INC.

BY: [Signature]
TITLE: President, medical provider
NC lic # 5005188

DATE: _____

[Signature]

L.D. Hagaman, Jr.
SHERIFF, WATAUGA COUNTY

DATE: _____

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

Margaret M Pierce 6/6/13
Margaret Pierce
Watauga County Finance Officer

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AGENDA ITEM 8:**MISCELLANEOUS ADMINISTRATIVE MATTERS***D. Boards & Commissions***MANAGER'S COMMENTS:**

The terms of Recreation Commission members representing the Blowing Rock, Mabel, and Cove Creek elementary school districts as well as three Town of Boone representatives are set to expire in December. Parks and Recreation Director, Stephen Poulos, has requested recommendations for appointments to fill these positions.

Cove Creek Principal, Toby Cone, wishes to represent the Cove Creek School district.

Blowing Rock principal, Patrick Sukow, recommends the reappointment of Wendell Ellis as the Blowing Rock School district representative.

Other recommendations will be forwarded for consideration upon receipt.

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

One (1) appointment is still needed to the Watauga County Board of Adjustment which meets infrequently. The two (2) zoned areas of the County (Valle Crucis and Foscoe-Grandfather) must be represented on the Board; traditionally an attempt has been made to appoint representatives of watershed protection areas as well. The term of Jane Nicholson has expired and she does not wish to be reappointed. Technically, the seat is an at-large representative, though Ms. Nicholson also resided in one of the watershed protection areas. The other members represent Valle Crucis, Foscoe-Grandfather, Howards Creek watershed, and Middle Fork watershed. The term is for three (3) years. No applications have been received to date.

The above is a first reading and, therefore, no action is required at this time.

Audrey Tate recently announced her resignation from the Social Services Board. Her last meeting will be on December 18. Social Services Director, Jim Atkinson, has recommended Lynn Jackson Patterson for appointment to fill the unexpired term. Mr. Atkinson is forwarding a volunteer application to Ms. Patterson for her to complete and return.

The above is a second reading and, therefore, action may be taken, if so desired.

Anita.Fogle

From: Toby Cone <conet@watauga.k12.nc.us>
Sent: Friday, December 06, 2013 2:19 PM
To: Anita.Fogle
Subject: rec committee

Hi Anita,
I hope I'm writing to the correct person...

Steve Poulos asked me to submit a name from Cove Creek for the recreation committee. Laura Johnson has done it for years and I asked her if she still wants to. She said wouldn't mind rotating off but will continue if needed. I told her I would gladly volunteer because I definitely have an interest. Does this email suffice as a recommendation or do I need to send a letter of some kind?

thanks for your help,

Toby

--

Toby Cone
Principal
Cove Creek School

930 Vanderpool Rd
Vilas, NC 28692
828-297-2781 (Phone)
828-297-1311 (Fax)

<http://wataugasd.cces.schoolfusion.us/>

Note: All email correspondence to and from this address is subject to public review under the North Carolina public records law. As a result, messages may be monitored by and disclosed to third parties.

In compliance with federal law, Watauga County Schools administers all education programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

Anita.Fogle

From: Patrick Sukow <sukowp@watauga.k12.nc.us>
Sent: Wednesday, December 11, 2013 3:26 PM
To: Anita.Fogle
Subject: Parks and Recreation Nomination

I would like to nominate Mr. Wendell Ellis to remain on the Recreation Commission as the Blowing Rock representative.

Patrick Sukow

--

Patrick Sukow

Principal
Blowing Rock School

165 Morris Street
PO Box 228
Blowing Rock, NC 28605
828-295-3204 (Phone)
828-295-4977 (Fax)

<http://www.wataugasd.bres.schoolfusion.us/>

Note: All email correspondence to and from this address is subject to public review under the North Carolina public records law. As a result, messages may be monitored by and disclosed to third parties.

In compliance with federal law, Watauga County Schools administers all education programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

The first regular meeting in January 2014 has been cancelled due to the holiday schedule. Therefore, the only regular meeting of the Board of Commissioners scheduled in January is the 21st at 5:30 P.M.

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AGENDA ITEM 9:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE TOWN OF BEECH MOUNTAIN'S PROPOSED NEW WATER INTAKE ON THE WATAUGA RIVER****MANAGER'S COMMENTS:**

Per Commissioner request, a public hearing has been scheduled to seek citizen input on the Town of Beech Mountain's proposed water intake on the Watauga River. The hearing was advertised and a mailing, included in your packet, was sent to potentially affected property owners as similar to the Town of Boone's request. Representatives from the Town of Beech Mountain will be present to provide information to the Board regarding the Town's proposed water intake. The proposed water intake would be located on the Watauga River near Guy Ford Road and a line to transport the raw water to the Town's treatment plant would also be constructed to serve as a secondary source of water during periods of drought.

This action would necessitate the reclassification of the affected segment of the Watauga River as a Water Supply Watershed, and subsequent regulation of the watershed by Watauga County. The process is the same as for the recent reclassification of a segment of the South Fork New River for the Town of Boone's proposed intake near Brownwood Road. The Town is requesting a resolution of support (draft attached) that the County is willing to adopt the watershed regulations. The adoption of the resolution is not required immediately; however the Division of Water Resources (NCDWR) will not forward the request to the Environmental Management Commission (EMC) without having received such a resolution.

The watershed affected by the proposed intake consists of 30,366 acres (approximately 15% of the County's land area); the Town of Beech Mountain is proposing a WS-IV designation, which is the least restrictive designation (requires ½ acre lots for residences, which is the same as Watauga County's county-wide subdivision regulation standard). A portion of the watershed is currently designated High Quality Waters (HQW) by the State of NC, requiring 1 acre lots in new developments. Lots existing prior to the effective date of new watershed regulations are "grandfathered". The fact that the request is for WS-IV does not guarantee that eventual designation. It is possible that when the watershed is studied by NCDWR, it will be found to qualify for a higher designation (WS-II or WS-III).

The process would be as follows:

1. Beech Mountain makes a formal request to NCDWR; the Town is requesting the resolution of support to include with the request.
2. NCDWR will complete a water quality study, to include assessment of the watershed for classification purposes.
3. The Town will conduct an environmental assessment of the construction of the intake and water line.

4. NCDWR will request the NC Division of Water Supply to determine if the source is treatable for provision of potable water.
5. NCDWR will submit the Town's request to the water quality committee of the EMC for recommendation. The request will not get to this stage if a resolution of support from the County has not been received.
6. The EMC will consider the request, and if it approves, will schedule a public hearing. A fiscal note will be prepared jointly by NCDWR and Watauga County. If, after the hearing, the EMC reclassifies the river segment, the County will have 270 days after the effective date to adopt the watershed regulations. The County will be required to hold a hearing prior to adoption of the regulations. Since the County has existing watershed ordinances, compliance could be as simple as amending the watershed map to include the new area.

Staff seeks direction from the Board regarding the adoption of the resolution in support of the reclassification of a portion of the Watauga River for the Town of Beech Mountain's water intake.



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Nathan A. Miller, Chairman
David Blust, Vice-Chairman
Billy Kennedy
John Welch
Perry Yates

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER

Deron T. Geouque

COUNTY ATTORNEY

Stacy C. Eggers, IV

December 2, 2013

Dear Property Owner,

The Town of Beech Mountain is proposing to construct a new water intake on the Watauga River near Guy Ford Road. The purpose of the intake is to withdraw water from the river and pipe it back to the Town's water treatment plant for distribution to customers of the Town's water system during periods of drought. The County Board of Commissioners has been requested to provide a resolution of support for this project. I am writing because the project includes not only the proposed intake, but also reclassification by the State of North Carolina of the affected segment of the Watauga River to drinking water supply (specifically the designation would be "WS-IV"). You are receiving this letter because your property lies in the area affected by the proposed reclassification. If the State makes this reclassification, the County would be expected to impose storm water regulations on the land lying within the watershed of the affected river segment as designated by the State. You may be aware that there are other such regulated watersheds in Watauga County. Much of the area between Boone and Blowing Rock lies within WS-II and WS-IV watersheds and is subject to the storm water regulations, which have been in effect since 1994. In addition, a new WS-IV watershed was established in September, 2013 in northeastern Watauga County for the Town of Boone's proposed new intake on the New River.

What would this mean to you? I am going to focus on WS-IV since that is the designation proposed for your area. If the reclassification occurs, the County would be expected to amend the existing watershed ordinance to include your area of the county as shown on the enclosed map. **The ordinance does not affect agriculture, nor does it attempt to dictate or separate types of land uses.** What it does do is attempt to limit the amount of storm water runoff generated by development. The goal is to prevent, as much as possible, pollutants and sediment from reaching the river upstream of the intake. To that end, in WS-IV watersheds, new single-family residential lots must be at least one-half (1/2) acre. This is not a change from the current situation – the County's Subdivision Regulations require the same. WS-IV requires a one (1) acre lot for a duplex; this is more restrictive than the subdivision regulations which allow duplexes to be located on one-half (1/2) acre lots provided there is adequate road access. Currently, there is a required twenty-five (25) foot setback (for structures) from streams; WS-IV would increase the setback to thirty (30) feet. The biggest difference between current regulations and WS-IV is the effect upon development activities other than single-family residences and duplexes. Rather than setting a minimum lot size for those activities, there is a limit on how much of a tract of land can be built upon: up to thirty-six percent (36%) of a tract can be covered with buildings and driving/parking areas that are asphalt, concrete, or gravel. This would affect, for example, commercial and multi-family development. (Small "density bonuses" are available on a per-project basis that would allow more lot coverage than 36%.) There are currently no such county regulations that affect your property in this way. **WS-IV does not affect existing residences, recorded residential lots, or other existing development.**

The Board of Commissioners has scheduled a public hearing for 6:00 pm, Tuesday, December 17, 2013 in the Commissioners Board Room, County Administration Building to hear comments from citizens before deciding whether to adopt the requested resolution of support. If the State proceeds with the reclassification, the NC Division of Water Quality will conduct a public hearing in Watauga County, possibly as soon as this summer. If the State then reclassifies the river as proposed, the Commissioners will also hold another public hearing- on amending our watershed ordinance - probably at least two (2) years from now. I apologize for the length and detail of this letter, but I wanted to try and get you the information before the public hearing so you could be properly informed. We welcome your questions and

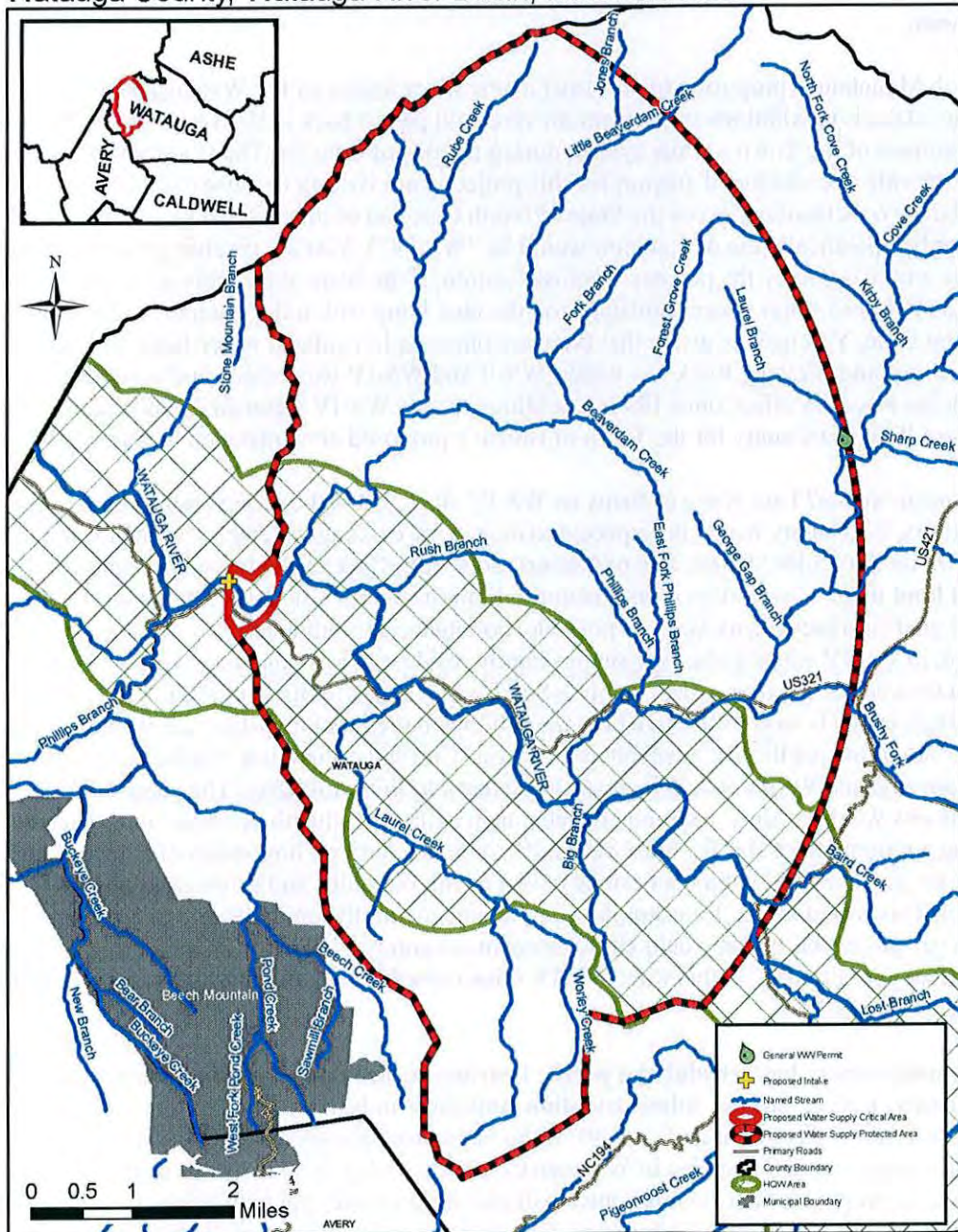
comments and invite you to attend the public hearing on Tuesday, December 17th at 6:00 pm. The County Planning and Inspections staff (Joe Furman or John Spear) is available to answer your questions 8am-5pm M-F, 265-8043, and will be available 4:30 pm-6:00 pm across the hall from the Commissioners Board Room the day of the hearing.

Sincerely,



Nathan A. Miller
Chairman

Watauga River Proposed WS-IV Watershed Watauga County, Watauga River Basin, North Carolina



NC DWR October 2013

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 6:00 PM TUESDAY, DECEMBER 17, 2013, IN THE COMMISSIONERS' BOARD ROOM (ROOM 104) LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. THE PURPOSE OF THE PUBLIC HEARING IS TO ALLOW CITIZEN COMMENT ON THE TOWN OF BEECH MOUNTAIN'S PROPOSED NEW WATER INTAKE ON THE WATAUGA RIVER. THE BOARD OF COMMISSIONERS HAS BEEN REQUESTED TO SUPPORT THE TOWN'S PROPOSAL TO THE NC DIVISION OF PUBLIC WATER SUPPLY FOR THE NEW INTAKE WHICH, IF APPROVED, WOULD RESULT IN THE RECLASSIFICATION OF A SEGMENT OF THE WATAUGA RIVER BY THE NC DIVISION OF WATER RESOURCES. FOR ADDITIONAL INFORMATION, CONTACT WATAUGA COUNTY PLANNING AND INSPECTIONS STAFF AT 331 QUEEN STREET (ROOM 104), MONDAY – FRIDAY, FROM 8:00 A.M. TO 5:00 P.M. PLANNING & INSPECTIONS STAFF WILL ALSO BE AVAILABLE PRIOR TO THE PUBLIC HEARING ON DECEMBER 17, 2013, FROM 4:30 P.M. TO 6:00 P.M. IN THE COMMISSIONERS' CONFERENCE ROOM (ROOM 111), LOCATED ACROSS THE HALL FROM THE FROM THE COMMISSIONERS' BOARD ROOM AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. A LETTER RECENTLY SENT TO PROPERTY OWNERS IN THE AFFECTED AREA IS AVAILABLE FOR REVIEW ON THE COUNTY'S WEBSITE: WWW.WATAUGACOUNTY.ORG.

NATHAN A. MILLER
CHAIRMAN



Town of Beech Mountain

Randy E. Feierabend, AICP
Town Manager
Stacy C. Eggers, IV, Attorney

403 Beech Mountain Parkway
Beech Mountain, North Carolina 28604-8012
Telephone (828) 387-4236
Fax (828) 387-4862
www.townofbeechmountain.com

Council Members
Rick Owen, Mayor
Paul Piquet, Vice Mayor
Alan Holcombe
Cynthia A. Keller
E "Rick" Miller

October 15, 2013

Watauga County Commissioners and County Manager
841 West King Street, Suite 205
Boone, NC 28607

Gentlemen:

The Town of Beech Mountain respectfully requests that you consider the enclosed resolution in support of reclassification of a portion of the Watauga River. As the following packet explains, we are in need of a raw water intake in order to protect the Town in periods of drought. This intake is critical to the future viability of Beech Mountain.

Please find enclosed:

- A one page overview/ summary that provides the scope of the project.
- A letter and accompanying data from Beech Mountain Utilities Director Robert Heaton explaining the need for the project.
- Photos of Buckeye Reservoir during 2010 drought.
- A letter from Beech Mountain consulting engineer Marion Rothrock, PE describing how the town has investigated and exhausted all other alternatives to an intake on the Watauga River and we have determined this to be our best (and only) realistic option.
- A letter from our Environmental Consultant, Lee Spencer, in which he outlined the process for moving forward with this project.
- A letter in support of the project from Tom Boyd of Senior Environmental Specialist for NCDENR, Public Water Supply Section.
- A map developed by NCDENR depicting the watershed area for which a reclassification is sought.
- Maps depicting the location of the potential intake site that we have identified near the bridge over the Watauga River at Guy Ford Road.
- Several schematics depicting the design of the project from elevation and plan view perspectives.
- A draft of the aforementioned resolution in support of the reclassification.

We are hopeful that this reclassification can be done with minimal impacts upon land use regulations which are already in place in Watauga County. Please contact me with any questions or concerns. Thank you for your consideration.

Very Respectfully,

Randy Feierabend, AICP
Town Manager
Town of Beech Mountain, NC

Scope of the Project

In an effort to provide the Town of Beech Mountain (town) a reliable water supply during periods of drought, the town has decided to seek a supplemental water supply source. It has been determined that the closest, adequate, and most appropriate supplemental water source is the Watauga River near the confluence of Beech Creek.

In order to use this river as a drinking water source, it must be reclassified as "Water Supply Waters". Presently, the Watauga River, at the location of interest, is classified as B; HQW waters. The town intends to ask that a WS-IV classification be added to the current classification. The North Carolina Department of Environment and Natural Resources, Public Water Supply Section, supports the efforts of the town to locate a supplemental water intake on the Watauga River upstream of the confluence of Beech Creek (See attached letter dated 10/17/2011).

Considering a number of factors, the town has determined that a reasonable location for a water intake is just above where Guy Ford Road crosses the Watauga River. The intent is to construct the intake along this relatively straight stretch of the river just upstream of Guy Ford Road.

If final approval is ultimately granted, the town intends to construct an unobtrusive intake with a small footprint. The plan is for the finished contour of the river bank to closely match the original contour, with no physical structure in the river. The hope is that the casual observer may not know that a water intake is present. (See attached drawings.)

This water source will primarily be used when the existing Buckeye Creek Reservoir falls below its normal pool water level. The primary purpose will be to ensure a dependable water source during periods of drought.

The maximum requested instantaneous withdrawal rate will be 2 MGD. This amount of water is well below the normally accepted withdrawal rate of 20% of the 7Q10 flow rate, which is 3.3 MGD. (A formal USGS determination of flow at the location of interest was obtained in August, 2011.)



Town of Beech Mountain

Randy E. Feierabend, AICP
Town Manager
Stacy C. Eggers, IV, Attorney

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E "Rick" Miller

October 29, 2013

Watauga County Commissioners and County Manager
841 West King Street, Suite 205
Boone, NC 28607

Gentlemen:

Pursuant to our request for a watershed reclassification for a new supplemental raw water intake on the Watauga River, I would like to submit to you the following letter and the attached information to document our need for this water source. I believe that it is imperative that the Town of Beech Mountain secure a reliable water source in order to avoid catastrophic water shortages in the future.

The data regarding the capacity of Buckeye Lake as a water source and the inflow of Buckeye Creek make the need for an additional water source very evident. J. Curtis Weaver, P.E., hydrologist for the USGS North Carolina Water Science Center, provided the following data in a letter to the Town of Beech Mountain:

"Applying the [above] low-flow and mean annual runoff yields ... to a drainage area of 2.84 sqmi (Buckeye Reservoir drainage area) results in following flow estimates:

7Q10 low-flow estimated range is from about 0.6 to 0.9 cfs (with an average of about 0.7 cfs)"

This equates to 0.454 MGD of flow during the driest 7 day period in 10 years. The Division of Water Resources normally considers a safe and reliable supply to be 20% of this number, or 0.0908 MGD. Beech Mountain's water plant is approved for 1 MGD, and last year's average daily use was 0.356 MGD, with a maximum daily use of 0.784 MGD.

This means that Beech Mountain is using 3.9 times the amount of water on average that would likely be allowed if seeking approval for a water supply from Buckeye Creek today. The maximum daily use last year was over 8.6 times the amount that would be approved today, and the approved water plant capacity is over 11.01 times the amount that would be approved today.

Further, the need for a supplemental intake for Beech Mountain is intensified by the Town's large potential for growth. This potential for growth differentiates Beech Mountain from many of the other municipalities in Watauga County, which are at or near build-out capacity and will experience more measured growth in the future. Although growth has occurred more slowly in recent years, the Town of Beech Mountain has an abundance of subdivided building lots that are primed for construction. And though the prospect of occupying all of Beech Mountain's buildable lots is distant, it is nevertheless feasible in the long-term.

As of 2010, there were 5434 lots in the Town of Beech Mountain, 1754 of which are currently built upon, or roughly 32%. Assuming that 85% of the remaining 3680 lots are eventually buildable, and assuming single family residences will be the predominant land use, there is potential for at least 3128 new homes

in the Town of Beech Mountain, which is 137% of the current number. With 3128 new housing units in Beech Mountain, the population figures would be as follows:

- 5415 total housing units
- Approximate seasonal population of 12,129 (calculated using current average of 2.24 persons per housing unit)
- Approximate year round population of 815 (calculated using the current ratio of .15 year round residents per housing unit)

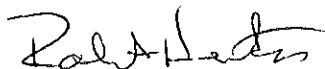
Without question, the water needs of growth anywhere near these figures would greatly overtax the supply of Buckeye Lake.

But putting numbers aside and focusing on real-world impacts, the tangible event that highlighted the need for the water source in the most dramatic way was the extreme drought conditions that the Town of Beech Mountain experienced in the summer of 2010. After several months of little or no stream flow coming into Buckeye Lake, the reservoir began to drop severely. Simultaneously, due to the lack of stream flow to provide circulation in the lake and the long hot sunny days, an algae bloom occurred in the lake. The combined conditions made it very difficult to filter water, increasing backwash frequency and shortening run times greatly. Our seasonal population was in full force and the demand for water was high, and the lake began to drop drastically. At its worst point, we had only a few inches of water over our lowest intake. We had already activated highly restrictive water usage to conserve water, but we had no viable way to supplement our source water. Thankfully, we finally received some rain at the end of August and were able to get through.

Although this event was severe, it was not unique. Beech Mountain has experienced multiple instances of exceeding the capacity of Buckeye Lake in the past. The attached spreadsheet shows the high source flows through our plant over the last 10 years. The flags (yellow, orange and red highlights) are placed on months during which there were one or more instances of flows of over 700,000 gallons in a single day- exceeding our allowable withdrawal from Buckeye Lake.

I hope you find this information useful in demonstrating the need for this project. Thank you for your consideration, and please feel free to contact me with any questions on this matter.

Sincerely,



Robert Heaton
Utilities Director
Town of Beech Mountain, NC

Monthly Source Flow - Town of Beech Mountain

All values reported in Million Gallons per Day format (MGD)

2004				2005				2006				2007				2008			
	AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT
JAN	0.342	0.587	10.614	JAN	0.299	0.687	9.255	JAN	0.418	0.661	12.961	JAN	0.398	0.710	12.328	JAN	0.427	0.719	13.255
FEB	0.341	0.731	9.895	FEB	0.305	0.478	8.517	FEB	0.473	0.958	13.225	FEB	0.455	0.747	12.735	FEB	0.384	0.682	11.137
MAR	0.225	0.413	6.978	MAR	0.204	0.460	6.340	MAR	0.267	0.387	8.257	MAR	0.345	0.524	10.670	MAR	0.342	0.411	10.591
APR	0.182	0.344	5.440	APR	0.198	0.284	5.947	APR	0.247	0.325	7.391	APR	0.343	0.502	10.646	APR	0.270	0.384	8.098
MAY	0.262	0.448	8.122	MAY	0.280	0.639	8.691	MAY	0.338	0.479	10.464	MAY	0.293	0.374	9.060	MAY	0.282	0.469	8.738
JUN	0.310	0.623	9.285	JUN	0.336	0.571	10.103	JUN	0.415	0.528	12.444	JUN	0.377	0.506	11.326	JUN	0.396	0.591	11.856
JUL	0.390	0.652	12.096	JUL	0.442	0.591	13.697	JUL	0.520	0.686	16.099	JUL	0.467	0.817	14.484	JUL	0.484	0.755	14.987
AUG	0.346	0.430	10.727	AUG	0.411	0.690	12.730	AUG	0.460	0.664	14.260	AUG	0.455	0.701	14.114	AUG	0.402	0.576	12.461
SEP	0.367	0.499	8.645	SEP	0.348	0.463	10.441	SEP	0.431	0.829	12.956	SEP	0.442	0.693	13.265	SEP	0.363	0.625	10.895
OCT	0.277	0.401	8.585	OCT	0.323	0.469	9.993	OCT	0.398	0.547	12.364	OCT	0.427	0.691	13.248	OCT	0.331	0.494	10.255
NOV	0.253	0.483	7.609	NOV	0.334	0.621	10.010	NOV	0.354	0.464	10.624	NOV	0.351	0.402	10.588	NOV	0.377	0.651	11.306
DEC	0.309	0.618	9.564	DEC	0.437	0.998	13.548	DEC	0.411	0.775	12.749	DEC	0.383	0.882	11.877	DEC	0.427	0.800	13.240
2009				2010				2011				2012				2013			
	AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT		AVG.	MAX	TOT
JAN	0.487	0.902	15.097	JAN	0.488	0.826	15.116	JAN	0.412	0.824	12.775	JAN	0.365	0.572	11.310	JAN	0.340	0.655	10.200
FEB	0.425	0.610	13.164	FEB	0.340	0.621	10.534	FEB	0.421	0.769	11.789	FEB	0.334	0.574	9.675	FEB	0.342	0.496	9.589
MAR	0.309	0.465	9.582	MAR	0.319	0.513	9.889	MAR	0.332	0.433	10.284	MAR	0.256	0.349	7.951	MAR	0.311	0.455	9.651
APR	0.258	0.408	7.745	APR	0.288	0.516	8.939	APR	0.329	0.457	9.867	APR	0.262	0.346	7.856	APR	0.278	0.385	8.329
MAY	0.300	0.422	9.291	MAY	0.332	0.463	10.288	MAY	0.360	0.457	11.159	MAY	0.344	0.591	10.676	MAY	0.354	0.560	10.632
JUN	0.442	0.904	13.693	JUN	0.433	0.525	12.976	JUN	0.460	0.672	13.801	JUN	0.371	0.681	11.118	JUN	0.381	0.529	11.416
JUL	0.507	0.800	15.732	JUL	0.494	0.721	15.303	JUL	0.541	0.751	16.759	JUL	0.424	0.628	13.131	JUL	0.500	0.892	15.508
AUG	0.492	0.976	15.240	AUG	0.442	0.871	13.702	AUG	0.450	0.625	13.960	AUG	0.411	0.784	12.735				
SEP	0.340	0.442	10.201	SEP	0.439	0.739	13.175	SEP	0.460	0.672	13.801	SEP	0.401	0.771	12.038				
OCT	0.359	0.776	11.117	OCT	0.430	0.687	13.325	OCT	0.363	0.607	11.241	OCT	0.430	0.613	13.326				
NOV	0.283	0.404	8.496	NOV	0.437	0.730	13.101	NOV	0.321	0.565	9.643	NOV	0.359	0.523	10.762				
DEC	0.397	0.749	12.304	DEC	0.474	0.799	14.688	DEC	0.393	0.746	12.173	DEC	0.316	0.711	9.784				

Totals 20 = Greater than .700 MGD

9 = Greater than .800 MGD

5 = Greater than .900 MGD

Buckeye Lake Water Level- Summer 2010



Buckeye Lake Water Level- July 30, 2010



Rothrock Engineering

P. Marion Rothrock, P.E. ^{121713 BCC Meeting}

N.C. PE 3476

NC PLS L-1668

Telephone * 828/757-9834 Cell * 828/757-7689
E-mail * rothrockengineering@gmail.com
4779 Kirby Mtn. Rd. * Lenoir, NC 28645

CONSULTING ENGINEERS

Civil - Mech. - Elec.
Sub-Division - Water - Sewer
Grading - Erosion Control

November 6, 2013

Watauga County Commissioners and County Manager
841 West King Street
Boone, NC 28607

Re: Watauga River Reclassification

Gentlemen:

In June 2011, Rothrock Engineering completed a Water and Sewer Study for the Town of Beech Mountain. One of the many parameters which were evaluated during this study was the raw water supply for the Town of Beech Mountain's Water Treatment Plant.

There was a drought in 2010 that impacted the Town of Beech Mountain. The lake level got down to where, without rain, Beech Mountain would be totally without water in only a few days-- even with severe restrictions on water usage. This event is not unique but is the latest close call for the Town.

The Engineering study addressed the raw water supply for The Town of Beech Mountain. The options that were considered were:

- 1- Pumping Station on Pond Creek
- 2- Raise the dam to the Reservoir
- 3- Wells
- 4- Watauga River

1- PUMP STATION ON POND CREEK

This is not a viable solution because the available flow rate is only about 0.12 MGD. This when added to the flow from Buckeye Creek only gets the total flow available during a drought up to 0.22 MGD. With the water plant rated at 1.0 MGD, this is not adequate flow even under present conditions during a drought.

2- RAISE THE DAM

Consideration was given to raising the dam 10.0 feet. This would not change the raw water supply but would add 21,000,000 - 22,000,000 gallons of water or about 21-22 days of water storage. While this would be great help during a drought it is not a long term solution to Beech Mountain's raw water problems.

Re: Watauga River Reclassification

3- WELLS

This was originally considered and the Town hired ANALYTICAL SERVICES, INC. of Culpepper, Virginia to do a study of the likely hood of finding significant ground water on Beech Mountain.

This was the same group who found a very large aquifer for Caldwell County. Their analysis showed that it was unlikely that sufficient ground water would be available on Beech Mountain to make a significant difference.

4- Watauga River

The Watauga River was considered last among all of the available options because of the distance and therefore the cost. However, since the 7Q10 for the Watauga is between 16.2 and 24.6 MGD with a safe yield of 3.24 - 4.92 MGD it is a solution which can serve the Town for most, if not all of the next century.

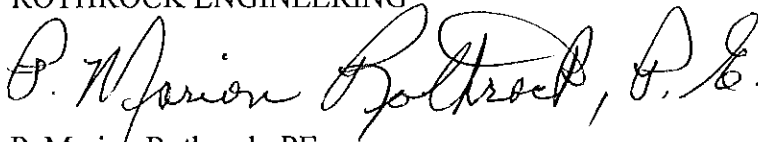
NCDENR pushes municipalities to have a cross connection with adjoining municipalities where this is practical. This arrangement was recently completed between Boone, ASU and Blowing Rock. The only Municipality that Beech Mountain could possibly use was Banner Elk. This is not a viable option because of the significant difference in elevation as well as the fact the Banner Elk is on a well system and does not have a significant excess of well water.

The raw water line between the Watauga River and Buckeye Lake will run along the shoulder of the road inside the DOT Maintained Roadway Limits. It will require 2-3 booster pump stations in order to overcome the elevation difference.

The Town of Beech Mountain only has the Watauga River as a long term solution to their raw water needs.

If you have any questions or need any additional information, please feel free to contact me.

ROTHROCK ENGINEERING



P. Marion Rothrock, PE
President

August 29, 2011

Beech Mountain Town Council
403 Beech Mountain Parkway
Beech Mountain, N.C. 28604-8012

Re: Proposal for Reclassification of Watauga River to WS-IV

Gentlemen:

In an effort to provide the Town of Beech Mountain (town) a reliable water supply during periods of drought, the town has decided to seek a supplemental water supply source. It has been determined that the closest, adequate supplemental water source is the Watauga River near the confluence of Beech Creek.

Numerous steps must be taken before the town can use the Watauga River as a water supply source. One item that must be undertaken is the reclassification of the Watauga River as a drinking water source.

Presently, the Watauga River, at the location of interest, is classified as B; HQW waters. The B classification is for primary recreation uses, as well as other uses suitable for Class C waters. The HQW (High Quality Waters) is a supplemental classification intended to protect waters which are rated excellent based on biological and physical/chemical characteristics. In order to use this river as a drinking water source, it must be reclassified as "Water Supply Waters". It is recommended that a WS-IV classification be sought. This is the least restrictive water supply source classification, but this should be adequate, considering the river already has the HQW supplemental classification. Also, this source is only intended to be used when the existing Buckeye Creek Reservoir falls below its normal pool water level. Ordinarily, this will only occur during periods of drought.

If the town council concurs, I propose to make every reasonable effort to obtain a WS-IV classification for the Watauga River at the point of interest. This effort will include:

- Meeting with Public Water Supply Section (PWSS) regional staff to gain preliminary approval of two or three potential intake sites.
- Request for PWSS approval of the preliminary intake site(s).
- Selection of a desired intake site. This task will be conducted by Rothrock Engineering in consultation with town staff. It is strongly recommended that once a site has been selected, an option be acquired on the desired property.

Beech Mountain Town Council
 August 29, 2011
 Page 2

- Preparation of a draft Scoping Document to outline the need for this water supply source. This document will need to have a map attachment showing the intake location, and a description of the type of proposed intake structure.
- Arrangement of a meeting in order that the need for the supplemental water source can be explained to all affected local governments. It will be explained that resolutions will be needed from all local governments with jurisdiction in the proposed water supply watershed, in order to complete the application for reclassification. At this meeting, affected local governments can present any comments and concerns.
- Draft resolutions to appropriate local governments, and follow-up to obtain completed resolutions.
- Arrangement of a preliminary planning meeting in order that the need for the supplemental water source can be explained to all affected state and federal governmental agencies. At this meeting, these agencies can verbally present their comments and concerns.
- Submission of the Scoping Document with a request for written comments from all affected and interested parties within state and federal government.
- With the concurrence of the Town Manager and Rothrock Engineering, arrangement of qualified consultant to conduct the required Environmental Assessment (EA) as determined by DENR. (It is anticipated that one EA should be sufficient to cover the entire process, i.e., reclassification of the Watauga River to WS-IV and Authorization to Construct the water intake.)
- Supervision of the development of the EA to make sure all requested concerns by governmental agencies are adequately addressed, and that a draft EA, and final EA are both completed in a timely manner.
- Submission of an application for Water Supply Reclassification to the Division of Water Quality, Department of Environment and Natural Resources (DENR). Required Resolutions from local governments and a draft EA will accompany the application.
- Assist DENR with arrangements for the Public Hearing required for the Water Supply reclassification.
- Attend and address comments raised during the Public Hearing for Water Supply reclassification.
- Attend and address comments raised during the Water Quality Committee (WQC) and Environmental Management Commission (EMC) hearings on the reclassification process.
- Follow-up with DENR to obtain the EMC ruling on the application for the Water Supply reclassification.

It is anticipated that this reclassification effort will take between two to three years, possibly longer. Every attempt will be made to achieve the reclassification as quickly as possible.

Beech Mountain Town Council
August 29, 2011
Page 3

My work on this project will be done on an hourly basis. A summary of work and invoice will be submitted monthly, during months when work is performed. My rate is \$130 per hour with no additional charges for travel, office supplies, and other incidentals. If overnight travel should be required, it will be billed at cost.

Thank you for the opportunity to submit this proposal.

Sincerely,

Lee G. Spencer, P.E.
2934 Buena Vista Road
Winston-Salem, N.C. 27106

cc: Rothrock Engineering



North Carolina Department of Environment and Natural Resources
Division of Water Resources

Beverly Eaves Perdue
Governor

Thomas A. Reeder
Director

Dee Freeman
Secretary

October 17, 2011

Mr. Lee Spencer, P.E.
2934 Buena Vista Road
Winston-Salem, N.C. 27106

Re: Supplemental Water Intake, Watauga River
Town of Beech Mountain, Watauga County
PWS ID# NC0195104

Dear Mr. Spencer:

This letter is in response to your letter dated October 4, 2011, requesting the Public Water Supply Section's approval of efforts to seek a supplemental water intake for the Town of Beech Mountain (town). The town is challenged with adequate source water during periods of drought due to the relatively small water shed of Buckeye Creek.

This office supports the efforts of the town to locate a supplemental source water intake in the Watauga River upstream of the confluence of Beech Creek.

Please contact me if you have any questions or concerns at (336) 771-5080.

Sincerely,

Tom Boyd
Environmental Senior Specialist
Public Water Supply Section

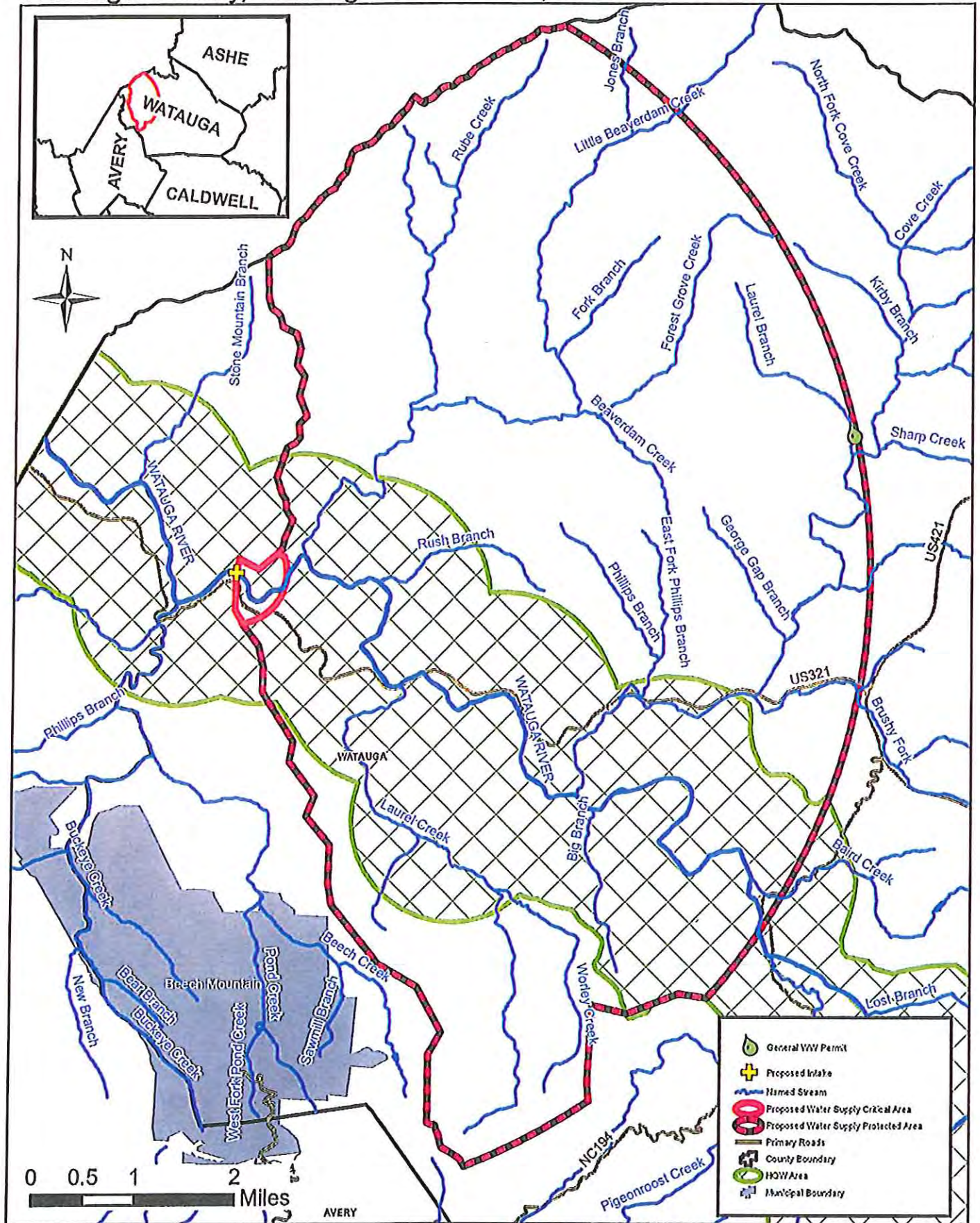
CC: Jessica C. Godreau, P.E., BCBE, Chief, Public Water Supply Section
Randy Feierabend, Manager, Town of Beech Mountain
Robert Heaton, Public Works Director, Town of Beech Mountain
Marion Rothrock, P.E., Rothrock Engineering
WSRO Files

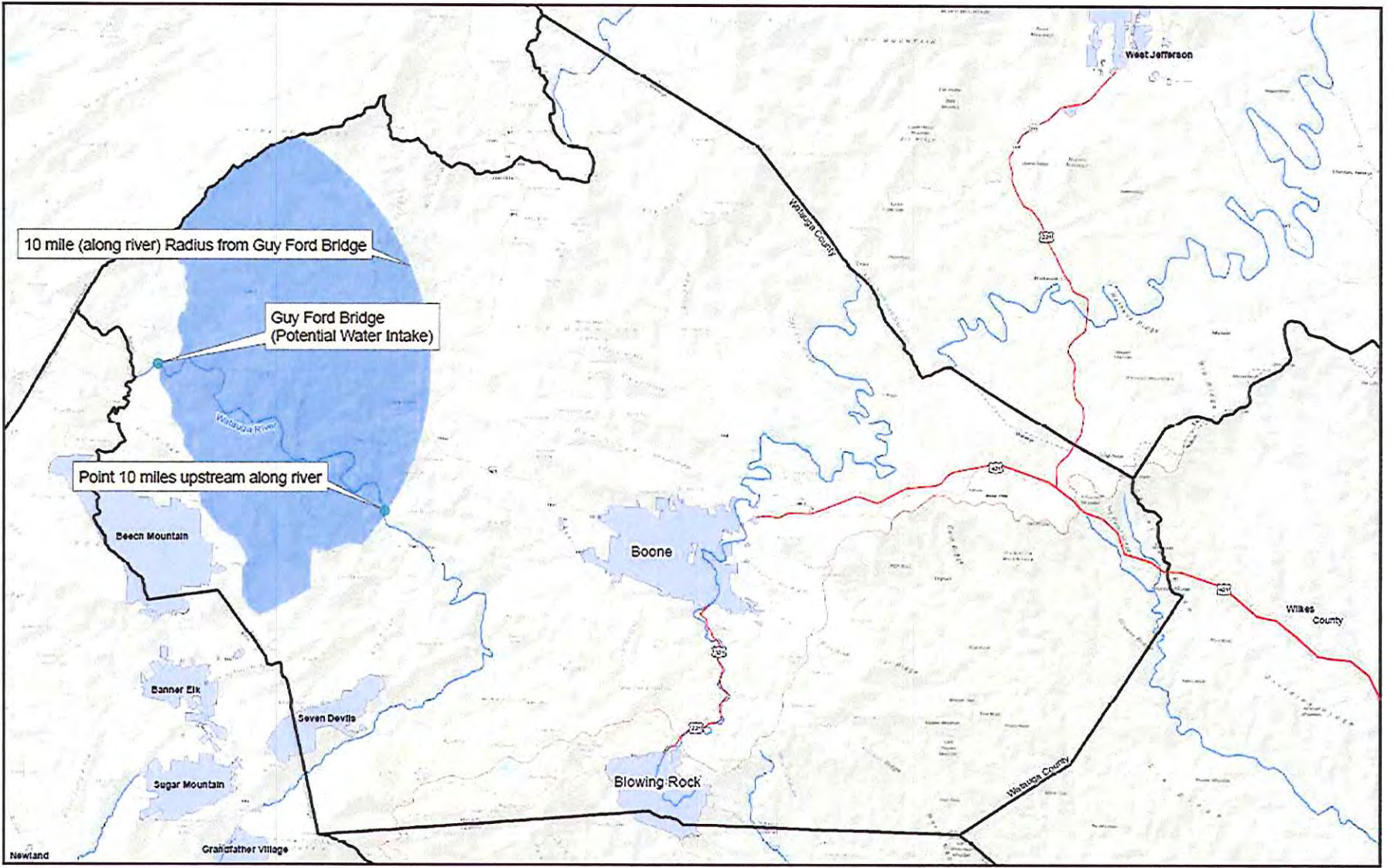
Public Water Supply Section – Jessica C. Godreau, Chief
Winston-Salem Regional Office
685 Waughtown Street, Winston-Salem, North Carolina 27107-2241
Phone: 336-771-5000 \ FAX: 336-771-4031 \ Internet: nodrinkingwater.state.nc.us
An Equal Opportunity/ Affirmative Action Employer



Watauga River Proposed WS-IV Watershed

Watauga County, Watauga River Basin, North Carolina





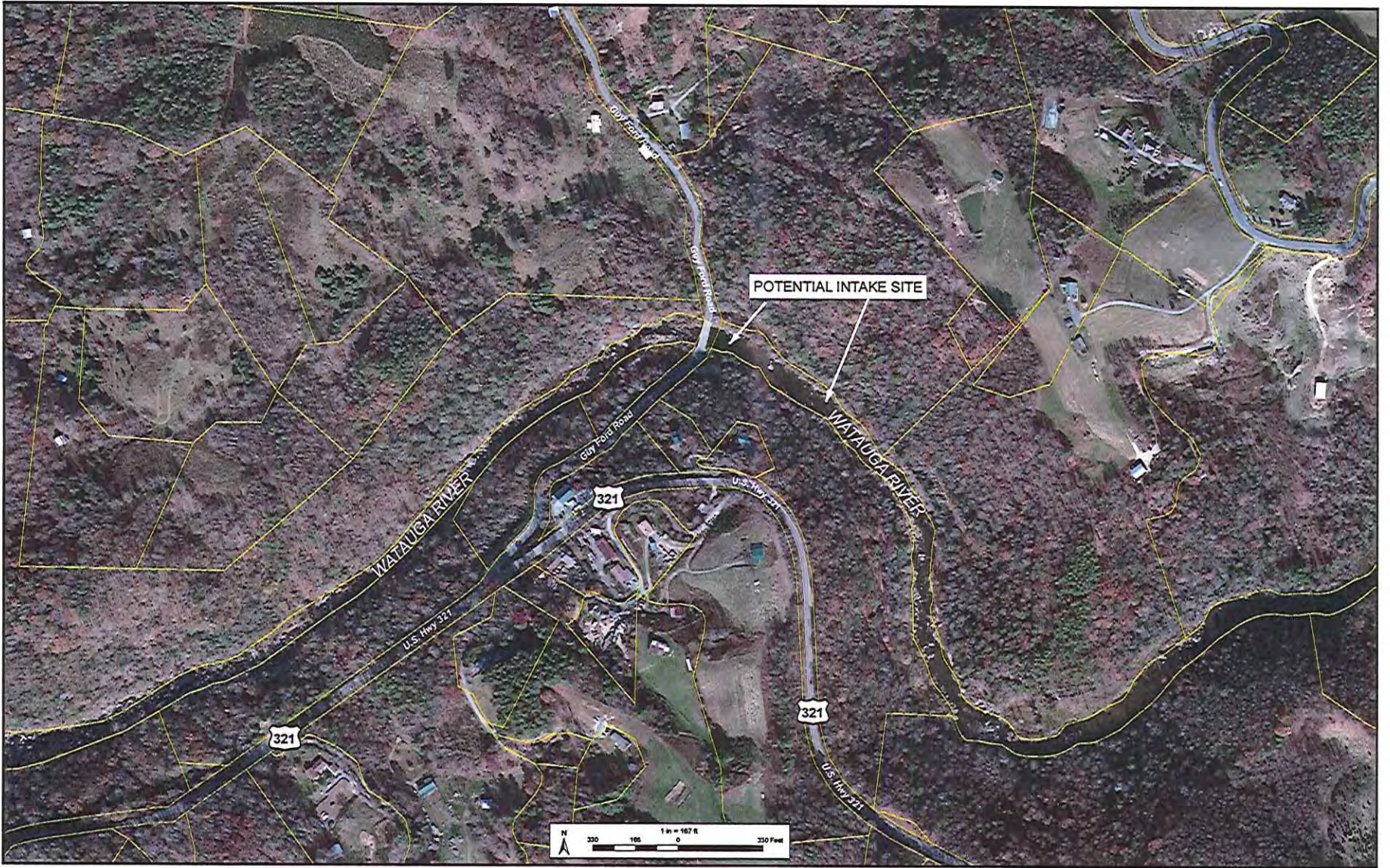
NOTES:
 1. WATERSHEDS DELINEATED BY NCEM/ED
 2. RIVER DISTANCE MEASURED FROM ORTHOREMOGRAPHY FROM 2010 NR
 STATEWIDE INVENTORY ACQUISITION
 REVISION NO. 1 10/16/13

LEGEND

- Protected Watershed Area
- Rivers
- Potential Intake Point/ Point 10 miles upriver
- Municipal Boundaries



PROPOSED WATERSHED RE-CLASSIFICATION
 FOR TOWN OF BEECH MOUNTAIN
 WATAUGA RIVER INTAKE PROJECT



NOTES:

1. ORTHOMOGRAPHY FROM 2016 NC STATEWIDE IMAGERY ACQUISITION.
2. CONTOUR LINES FROM NCDOT DATA

REVISION NO. 1 7/4/12

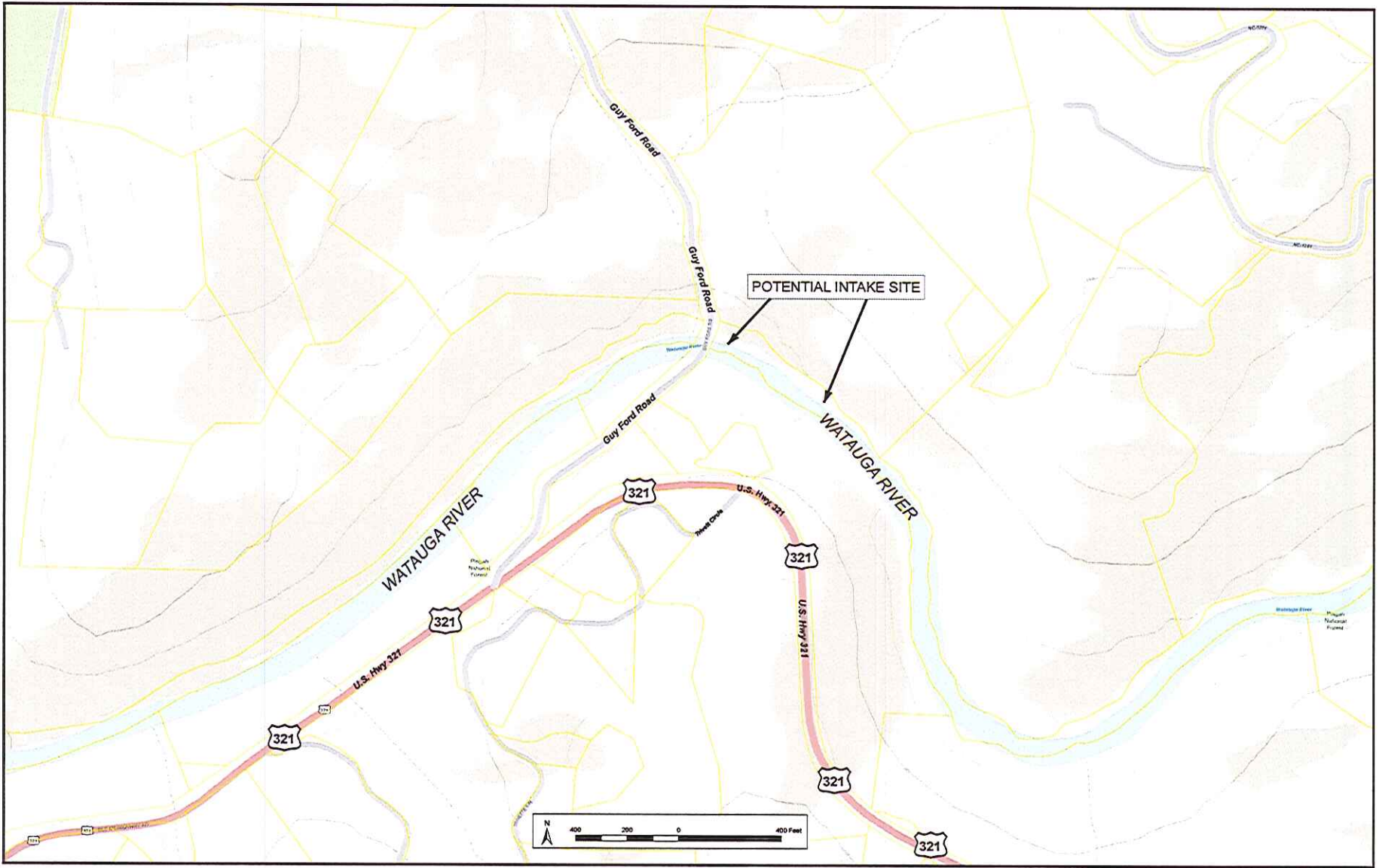
LEGEND

PROPERTY PARCELS (FROM COUNTY TAX DATA)

DATE:

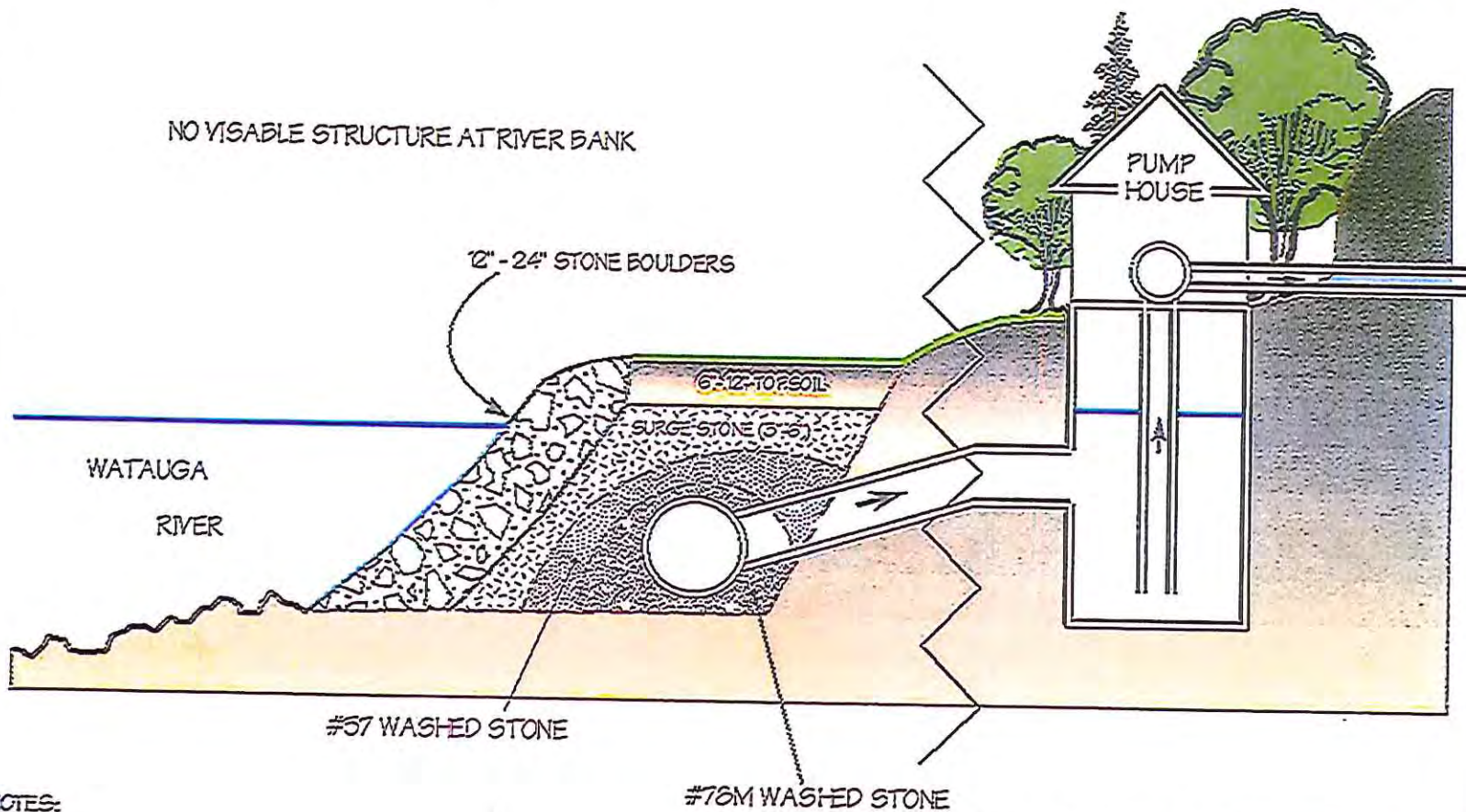
Rothrock Engineering
INCORPORATED IN N.C.

TITLE:		TOWN OF BEECH MOUNTAIN	
SUBJECT:		POTENTIAL WATAUGA RIVER WATER INTAKE	
CLIENT:	TOWN OF BEECH MOUNTAIN	DATE:	XXX
PROJECT NO.:	1111	SCALE:	1" = 167'
DRAWN BY:	J.P.W.	AS NOTED:	XXX, XXX
CHECKED BY:			



<p>NOTES:</p> <p>REVISION NO. 1 7/4/12</p>	<p>LEGEND</p> <p> PROPERTY PARCELS (FROM COUNTY TAX DATA)</p>	<p>DATE: <i>Rothrock Engineering</i></p> <p>TITLE: TOWN OF BEECH MOUNTAIN POTENTIAL WATAUGA RIVER WATER INTAKE</p> <p>CLIENT: TOWN OF BEECH MOUNTAIN JOB NO: XXX</p> <p>DATE: 7/4/12 SCALE: 1" = 400'</p> <p>DRAWN BY: [] AS NOTED: [] SHEET: 1 OF 1</p>
---	--	--


ELEVATION CUT-AWAY SCHEMATIC



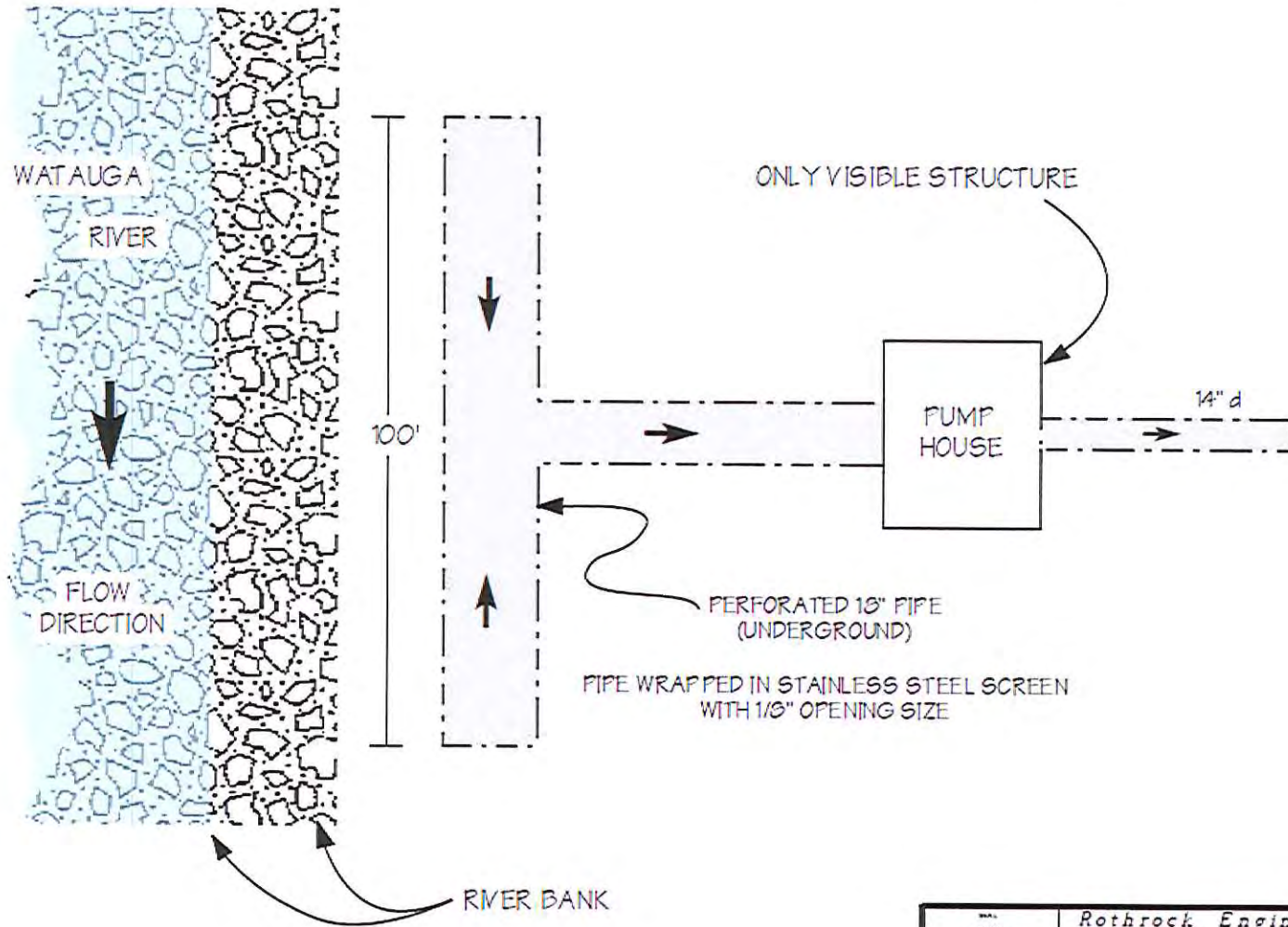
NOTES:

DATE:

REVISIONS:

		Rothrock Engineering <small>INCORPORATED</small>	
TITLE: TOWN OF BEECH MOUNTAIN PROPOSED WATAUGA RIVER WATER INTAKE			
CLIENT: TOWN OF BEECH MOUNTAIN			JOB NO. XXX
DRAWN BY: J.S.S.	CHECKED BY: J.S.S.	DATE: 02/27/11	SHEET NO. 1 OF 1

PLAN VIEW SCHEMATIC



NOTES:

3/1/21

REVISION NO. 1 3/1/21



Rothrock Engineering

TITLE					
TOWN OF BEECH MOUNTAIN					
PROPOSED WATAUGA RIVER WATER INTAKE					
CLIENT					JOB NO.
TOWN OF BEECH MOUNTAIN					3000
DATE	BY	DATE	BY	DATE	BY
P.M.R.	E.S.P.	12/22/20	12/22/20	12/22/20	12/22/20

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

RESOLUTION IN SUPPORT OF THE RECLASSIFICATION OF
A PORTION OF THE WATAUGA RIVER
WATAUGA COUNTY, NORTH CAROLINA

WHEREAS, the Town of Beech Mountain intends to request that the N.C. Department of Environment and Natural Resources allow for a new supplemental surface water intake to be located on the Watauga River; and

WHEREAS, the State of North Carolina Department of Environment and Natural Resources' Division of Water Resources requires the reclassification of all watersheds that serve as water supplies to protect the quality of those waters; and

WHEREAS, the land use practices required by the Water Supply IV reclassification for the supplemental water supply intake adequately protect the water supply; and

WHEREAS, the need for the new supplemental surface water intake is necessary based on hydrologic calculations and confirmed by recent periods of drought when the existing Buckeye Creek Reservoir became insufficient to provide adequate water to the Town of Beech Mountain, which includes citizens of Watauga County; and

WHEREAS, the North Carolina Department of Environment and Natural Resources, Public Water Supply Section, supports the efforts of the town to locate a supplemental water intake on the Watauga River upstream of the confluence of Beech Creek as evidenced in a letter dated October 17, 2011; and

WHEREAS, the County Commissioners of Watauga County recognize the need of the Town of Beech Mountain for a reliable source of water supply and the importance of protecting and sustaining the water quality of the Watauga River;

NOW THEREFORE BE IT RESOLVED that the Watauga County Board of Commissioners support the Town of Beech Mountain's effort to locate a supplemental surface water intake on the Watauga River in the County of Watauga, North Carolina, as supported by the North Carolina Department of Environment and Natural Resources, Division of Water Resources.

Nothing in this resolution shall affect or interfere with fulfillment of the obligations and rights of the parties hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

Nor shall this resolution be understood to affect any lands outside of the designated Water Supply IV supplemental water supply watershed.

ADOPTED this the ____ day of _____, 2013.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

Attest:

Anita J. Fogle, Clerk to the Board

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

DIVISION OF WATER RESOURCES

About Calendar Contact Jobs News Staff

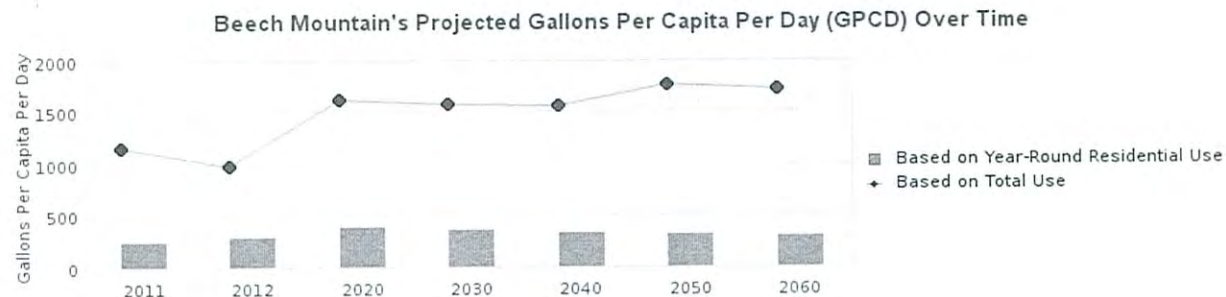
LOCAL WATER SUPPLY PLANS [Login to your report](#)

Overview Learn Plans Tour

Beech Mountain 2012 ▾

Demand v/s Percent of Supply

	2012	2020	2030	2040	2050	2060
Surface Water Supply	2.000	2.000	2.000	2.000	2.000	2.000
Ground Water Supply	0.000	0.000	0.000	0.000	0.000	0.000
Purchases	0.000	0.000	0.000	0.000	0.000	0.000
Future Supplies		0.000	0.000	0.000	0.000	0.000
Total Available Supply (MGD)	2.000	2.000	2.000	2.000	2.000	2.000
Service Area Demand	0.356	0.599	0.633	0.671	0.814	0.843
Sales	0.000	0.000	0.000	0.000	0.000	0.000
Future Sales		0.000	0.000	0.000	0.000	0.000
Total Demand (MGD)	0.356	0.599	0.633	0.671	0.814	0.843
Demand as Percent of Supply	18%	30%	32%	34%	41%	42%



From: Nancy Kiffer <nancykiffer@highcountryonline.net>
Sent: Thursday, December 05, 2013 1:12 PM
To: Perry Yates; Billy.Kennedy; Nathan Miller; David Blust; John Welch; Deron.Geouque
Cc: 'Milt Aitken'
Subject: Preservation of the Watauga River

Watauga County Administration
814 West King Street
Boone, NC.

Watauga County Board of Commissioners:

Commissioner Nathan Miller
Commissioner Billy Kennedy
Commissioner Perry Yates
Commissioner David Blust
Commissioner John Welch
Watauga County Manager, Deron Geougue

Re: Preservation of the Watauga River

Dear Board of Commissioners:

Thank you for delaying the vote on downgrading the Watauga River until December 17 thus giving us a chance to express our concerns. We look forward to attending the December 17th meeting.

Since 1964 we have been coming to Boone during the snows to enjoy the weather. It wasn't until 1979 that we discovered the Watauga River Gorge. This was a life changing discovery for us, (and now our seven daughters and 14 grandchildren.) In 1980 we bought land on the river in the gorge and soon built a home. We now have a home on the Stone Mountain ridge looking at the Watauga River, Beech Mountain and the Watauga Lake. When people ask how we found this area, we say, "The Watauga River is the reason we are here."

We have contributed much of our life savings to this area in building High Country Online, a wireless high speed internet business serving Watauga County, NC. and Johnson County, TN. Our small business is now run by Milt Aitkens, Net2Atlanta and we are retired living full time on Stone Mountain. Milt, an avid kayaker of the Watauga, found us through his love of the Watauga River and professional interest in WISPA, Wireless Internet Service Providers Association. www.wispa.org. Kayakers are connected.

Please do not allow Beech Mountain to pull water from the Watauga River. It is not the continuously stable water flow of the French Broad River or the New River. Over the years we have seen the river so low that we could walk rock to rock. Our love of this river and the surrounding area gives us an overwhelming feeling of God's country and we are here to spend our money, share our talents, and enjoy life in the high country. We know the value of this natural resource as it exists today. We understand the intention is to only draw water from the river in times of drought. It is exactly those time when the fish and wild life would die if the already meager stream of flow were reduced even more. A down grading opens us up to a Pandora's box of negative outcomes for this area. Removing the protective stricter standards you now have in place would destroy what you have preserved thus far.

Please vote no to down grading the Watauga River and to letting Beech Mountain tap into this fragile but precious resource. Thank you.

Sincerely,

Nancy Kiffer and Dale Krebsbach

1167 Green Valley Heights
Sugar Grove, NC 28679
828-406-0505 Nancy cell
828-406-5630 Dale cell
nancykiffer@highcountryonline.net
dale@highcountryonline.net

Anita.Fogle

From: ElizabethPotter1943@gmail.com <epotter43@gmail.com>
Sent: Thursday, December 05, 2013 12:04 PM
To: Deron.Geouque
Subject: Watauga River Reclassification

I own 17 acres in Watauga County and 7 in Avery County fronting on the river and divided by Beech Creek.

I oppose the reclassification of the Watauga River to Water Supply 4. I request that the commissioners vote to leave the classification as it is.

I also own a home and boat at Cove Ridge Marina.

I am also very concerned that Beech Mountain may be allowing waste water to go into Beech Creek. I would like for the commissioners to ask for a report regarding same.

I will attend the meeting on December 17th.

--

Elizabeth Potter
 RiverCreek Pointe
 Old Beech Mountain Community
 Beech Creek Upon Watauga River
 200 RiverCreek Ln/ Hwy 321 N
 Sugar Grove, NC 28679
 Land Phone: 828-898-9637
 Cell Phone: 865-604-7051
 Emergency Cell: 865 258 8062

Elizabeth Potter
 4720 River Oaks Drive
 Knoxville, TN 37920
 Cell: 865 604 7051
 Emergency Cell: 865 258 8062

"If a man has friends, he is not poor." By: Someone Famous

"The mountains,
 are fountains, not only of rivers and fertile soil, but of men,
 Therefore, shall we feel
 that in some sense we are all mountaineers
 and going to the mountains is going home?" -John Muir-

:

"We have walked together In the shadow of the rainbow." -Unknown Native Indian-

Advice from my Watauga River:

Go with the flow
 Immerse yourself in nature
 Slow down and meander

Go around the obstacles
Be thoughtful of those downstream
Stay current
The Beauty is in the journey!

(The Cherokee Indian word "Watauga" means "Beautiful Water")

Give me the grace to see a joke and
to get some humor from life;
and, to pass it on to other friends!

From: ElizabethPotter1943@gmail.com <epotter43@gmail.com>
Sent: Thursday, December 05, 2013 11:49 AM
To: Deron.Geouque
Subject: Re: Water River Reclassification

On Thu, Dec 5, 2013 at 11:43 AM, ElizabethPotter1943@gmail.com <epotter43@gmail.com> wrote:

I own 17 acres in Watauga County and 7 in Avery County. Beech Creek divides my property. My property fronts the Watauga River.

I am totally against the reclassification of the Watauga River to water supply 4. *I also request that the City of Beech Mountain provide information regarding waste water being emptied into Beech Creek. I also have a boat and home on the Watauga Lake at Cove Ridge Marina in Butler and presently the water level is very low.*

I will be attending the meeting on December 17th and support the Western North Carolina Alliance in their efforts to stop this reclassification.

--

Elizabeth Potter
RiverCreek Pointe
Old Beech Mountain Community
Beech Creek Upon Watauga River
200 RiverCreek Ln/ Hwy 321 N
Sugar Grove, NC 28679
Land Phone: [828-898-9637](tel:828-898-9637)
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and, to pass it on to other friends!

From: Debbi Ordan <arielstudios@hotmail.com>
Sent: Monday, December 09, 2013 8:43 AM
To: Deron.Geouque
Subject: The reclassification of the Watauga River

From: arielstudios@hotmail.com
To: deron.geouque@wataugagov.org
Subject: The reclassification of the Watauga River
Date: Mon, 9 Dec 2013 08:40:21 -0500

To the Watauga County Commisioners:

I am a resident of Watauga County and live close to the river. I appreciate the River in every way possible and I am horribly dismayed by the attempt by Beech Mountain Community to reclassify the river. The Watauga River is a local treasure and will greatly suffer from the reclassification. Please don't let this happen. Haven't we done enough to degrade our environment in Watauga County?

Respectfully, Debbi Ordan

Debbi Ordan
Ariel Studios
1091 Joe Farthing Rd
Sugar Grove, NC 28679
828 297 3672
arielstudios@hotmail.com
www.arielstudios.com

From: Jan <stunjan@gmail.com>
Sent: Sunday, December 08, 2013 2:24 PM
To: Deron.Geouque

We bought our family property in Sugar Grove specifically because of the high ranking watauga river. The sadness and loss we would feel by any change in the beautiful Watauga as Beech Mountain wrongly grabs any amount of water for their use would effect us tremendously. We are now in our 70's and our children and grandchildren have loved the coming to visit and play in the waters, seeing the wildlife. If developments are allowed to pull water out of the river, so they can build more homes, have more snow for making more money, this is a crime against nature and should be absolutely stopped from occurring. Sincerely,
Jan and Stuart Omans, 321 hwy 321, Sugar Grove, NC 28679 Sent from my iPad

From: Steve Omans <steveomans@gmail.com>
Sent: Sunday, December 08, 2013 2:23 PM
To: Joe Omansky
Cc: MIKE OMANS; Deron.Geouque; stevedlotz@mac.com; jan omans
Subject: Re: Fwd: Opposition to any change in the Watauga River's classification and usage

We will also set up a massive social media campaign

On Dec 8, 2013 12:49 PM, "Joseph Omansky" <skyomansky@gmail.com> wrote:

Please do not pump water out of the Watauga River. This negatively impacts wildlife living in and around the river. We are long-time residents living alongside the river and interacting with the wildlife daily. We strongly oppose this action and intend to do anything necessary to block it.

Joe Omansky

----- Forwarded message -----

From: Jan <stunjan@gmail.com>
Date: Sun, Dec 8, 2013 at 10:10 AM
Subject: Fwd: Opposition to any change in the Watauga River's classification and usage
To: "steveomans@gmail.com" <steveomans@gmail.com>, skyomansky <skyomansky@gmail.com>, Mike Omans <momans@mpinet.net>

Sent from my iPad

Begin forwarded message:

From: Steven and Gretchen Lotz <stevedlotz@mac.com>
Date: December 8, 2013, 9:11:47 AM EST
To: Donna Lisenby <lisenby.donna@gmail.com>, Larry Ingle <larryingle@bellsouth.net>, Stu Andjan Omans <stunjan@gmail.com>
Subject: Fwd: Opposition to any change in the Watauga River's classification and usage

Begin forwarded message:

From: Steven and Gretchen Lotz <stevedlotz@mac.com>
Subject: Opposition to any change in the Watauga River's classification and usage
Date: December 8, 2013 9:10:18 AM EST
To: Deron.geouque@watgov.org

Watauga County Board of Commissioners:

Commissioner Nathan Miller

121713 BCC Meeting

Commissioner Billy Kennedy

Commissioner Perry Yates

Commissioner David Blust

Commissioner John Welch

Watauga County Manager, Deron Geougue Deron.geougue@watgov.org

Re: PLEASE do NOT vote to permit the Town of Beech Mountain to build an intake system to remove water from the Watauga River.

Dear Board of Commissioners:

We, our children, and our grandchildren love the Watauga River as it presently is rated and is allowed to remain. . . a beautiful, natural gem.

In 1983 my wife and I purchased 8 acres of property on the Watauga River. The property runs from the intersection of Guy Ford Rd. and US Hwy 321 and continues toward TN for about 200' further than where Trivette Circle meets 321. We have been living on the property and paying property taxes since 1983.

We have always felt that this was a God-given legacy ... this incredibly wild and unrestrained river. The opportunity exists NOW to pass on the preservation of this river to the children of all future generations. PLEASE don't vote for the proposed intake system for the town of Beech Mountain. Any change to the river hastens its demise. Please record and add my opposition to any change to the river's classification.

Sincerely,

Steve D. Lotz,

Sugar Grove, N.C.

--

Joe Omansky

From: Steve Omans <steveomans@gmail.com>
Sent: Sunday, December 08, 2013 2:20 PM
To: Joe Omansky
Cc: MIKE OMANS; Deron.Geouque; stevedlotz@mac.com; jan omans; Beth Stern
Subject: Re: Fwd: Opposition to any change in the Watauga River's classification and usage

We oppose the change in Watauga River's classification, we live in the area and it affects our property rights.

Steve and Beth Omans

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To: Deron.Geouque; Steve Omans; momans@mpinet.net; jan omans; stevedlotz@mac.com
Subject: Fwd: Opposition to any change in the Watauga River's classification and usage

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Sincerely,

Steve D. Lotz,

--
Joe Omansky

From: Hermione <davmzyns@aol.com>
Sent: Sunday, December 08, 2013 1:41 PM
To: Deron.Geouque
Subject: Watauga River

Dear Mr Geouque,

I've been informed that the town of Beech Mountain is attempting to pump water from the Watauga River, of this I am strongly opposed and I wish for you to relay this to the county commissioners.

Having been a resident of Watauga County for over twenty years and living and operating a business on Beech Creek I can tell you with no hesitation that the the town of Beech Mountain are no stewards of our environment. You have only to get near Beech Creek to know when they are letting raw sewage into the creek, the stench is unmistakable. They claim the sewage release as an "act of God", that is to say that when it rains too much they are incapable of processing it... they send it downstream untreated. So much for living on a pristine trout creek. Since living on Beech Creek we have noticed a dramatic decrease of crayfish and an increase in algae in the creek, I suppose run-off of nitrogen fertilizers from their lush over fertilized and watered golf course is the culprit. If you need first hand proof I urge the commissioners to take a hike on some of the *nature* trails on Beech Mountain and be on the lookout for raw sewage dripping from the pipe line following, crossing and recrossing many of the once lovely creeks.

I urge all of the commissioners to vote against this obvious attempt to further overdevelop an area of our county that is already being developed in an unsubtainabe manner.

Sincerely,

David Mezynski
826 Presnell School Road
Banner Elk, NC 28604

From: sandy ford <sandyaford@gmail.com>
Sent: Sunday, December 08, 2013 1:11 PM
To: Deron.Geouque
Subject: Watauga River

Please stop the water grab and address the tremendous waste of ourbest natural resource. thank you for reading this.
Sandy Ford

From: PEG OLSZEWSKI <olsconst@skybest.com>
Sent: Sunday, December 08, 2013 12:35 PM
To: Deron.Geouque
Subject: watauga river

It is imperative that you do NOT support the Beech Mtn. request to downgrade the Watauga River classification. At a time when we are attempting to preserve our creeks and streams, why would we consider putting the Watauga River at risk?

Albert Olszewski

Anita.Fogle

From: Art La Flamme <artlaflamme@gmail.com>
Sent: Sunday, December 08, 2013 12:16 PM
To: Deron.Geouque
Subject: Beech Mountain reclassification request

Please forward my concerns to the commissioners.

I am an active duty Soldier in the US Army, and have been a returning visitor to your area for over 20 years. Though raised in California and having been stationed mostly overseas, my wife and I (and now wife and kids and I have) have continued to return to the lands along the Watauga River for its beauty and quiet and its tranquil river life.

I am saddened, truly saddened, that Beech Mountain is asking to be allowed to pull so much water from the river, when they already are using such an above average amount of water on a daily basis.

The answer isn't for the community of Beech Mountain to be given access to an increased volume of water on a daily basis, the answer can and should be that they work to better use the water access they currently have.

Why would I say this? I have lived in lands where water is in short supply -- my youth in California, and four tours in Iraq. Where rivers and streams dry up, and don't return. Where wells used for hundreds of years just stop one day. Where careless human action and the resulting pollution can decimate water access for hundreds and thousands.

Please do not support their request. The Beech Mountain community should instead focus their efforts to first be better stewards of the higher-than-average amounts of water they are currently using.

Regards,
Art La Flamme

From: Steven and Gretchen Lotz <stevedlotz@mac.com>
Sent: Sunday, December 08, 2013 9:10 AM
To: Deron.Geouque
Subject: Opposition to any change in the Watauga River's classification and usage

Watauga County Board of Commissioners:

Commissioner Nathan Miller

Commissioner Billy Kennedy

Commissioner Perry Yates

Commissioner David Blust

Commissioner John Welch

Watauga County Manager, Deron Geouque Deron.geouque@watgov.org

Re: PLEASE do NOT vote to permit the Town of Beech Mountain to build an intake system to remove water from the Watauga River.

Dear Board of Commissioners:

We, our children, and our grandchildren love the Watauga River as it presently is rated and is allowed to remain. . . a beautiful, natural gem.

In 1983 my wife and I purchased 8 acres of property on the Watauga River. The property runs from the intersection of Guy Ford Rd. and US Hwy 321 and continues toward TN for about 200' further than where Trivette Circle meets 321. We have been living on the property and paying property taxes since 1983.

We have always felt that this was a God-given legacy ... this incredibly wild and unrestrained river. The opportunity exists NOW to pass on the preservation of this river to the children of all future generations. PLEASE don't vote for the proposed intake system for the town of Beech Mountain. Any change to the river hastens its demise. Please record and add my opposition to any change to the river's classification.

Sincerely,

Steve D. Lotz,

Sugar Grove, N.C.

Anita.Fogle

From: sanron10@cox.net
Sent: Saturday, December 07, 2013 8:52 PM
To: Deron.Geouque
Subject: Save the Watauga River- NO Beech Mountain water grab

Please advise the commissioners that we are users of the

Dear Sir,

We are users of the Watauga River and are concerned that the water grab by the Beech Mountain community will adversely affect the river in unwanted ways. e.g. disturbing fish habitat, diminished water flow required to provide kayaking and other water sports. Please advise the commissioners of our concern. Thanks, A concerned citizen.

w

Anita.Fogle

From: Gary Feimster <georgef7@fastmail.net>
Sent: Tuesday, December 10, 2013 8:35 AM
To: Deron.Geouque
Subject: watauga

Please do not do anything to degrade the water quality of the Watauga river. Please do not reclassify the river to a status that would lower the water quality by any measure. Too many of our rivers in NC are of poor water quality. Let's not add another to the list.

Thanks, Gary Feimster
845 Graham Loop Rd
Mt. Ulla, NC 28125

--

Gary Feimster
georgef7@fastmail.net

--

<http://www.fastmail.fm> - The professional email service

Anita.Fogle

From: Larry Beaver <lbeaver@rscbrands.com>
Sent: Tuesday, December 10, 2013 8:33 AM
To: Deron.Geouque
Subject: Watauga water issue

Dear Mr. Geouque:

I want to take just a moment to voice my objection to reclassification of the Watauga River with the resulting removal of its high quality water status. I believe that moving it to Water Supply 4 status would be a danger to the species in the river and result in overdevelopment. I oppose such reclassification and would encourage the Commissioners to vote against reclassifying the Watauga.



Larry G. Beaver, Ph.D.
Vice President, Technology
600 Radiator Road
Indian Trail, NC 28079
p. 704 684 1802
c. 704 989 0535
f. 704 684 1865
e. lbeaver@rscbrands.com
w. www.rscbrands.com

RSC Chemical Solutions is a division of Radiator Specialty Company.

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Anita.Fogle

From: Eric K. Morley <ekm@carolinatimberworks.com>
Sent: Tuesday, December 10, 2013 8:28 AM
To: Deron.Geouque
Subject: Opposed to reclassifying the Watauga River

Dear Mr. Geouque,

I wanted to take a minute to voice my opinion. As a long-time Watauga County resident (20+ years) living in a development on the Watauga River, I am completely opposed to reclassifying the Watauga River to Water Supply 4.

My son caught his first trout in the Watauga River at the Sleepy Hollow Bridge. I drive across the bridge twice a day, and feel peace every time I see the clear, clean water flowing in the river. To reclassify the river, if my understanding is correct, would reduce wastewater treatment standards, permit increased development density, reduce erosion control requirements, and permit landfills to discharge into the river—all of which would make this area less special, less desirable a place to live, and represents, in my opinion, a very poor long-term choice for this beautiful place.

Thank you for considering my opinion.

Eric Morley

Eric K. Morley
Carolina Timberworks
1172 Highland Hall Road
Boone, North Carolina 28607
(828) 266-9663

www.carolinatimberworks.com

"When You Buy Quality, You Only Cry Once"

From: JS Emmanuel <jsemmanuel@icloud.com>
Sent: Tuesday, December 10, 2013 6:10 AM
To: Deron.Geouque
Subject: Reclassification of Watauga River

Mr. Geouque:

Please accept my respectful opposition to the reclassification of the Watauga River from High Quality Waters as currently designated by the State to Water Supply Four.

Thank you,

JS Emmanuel

From: Larry White <larrywhite@earthlink.net>
Sent: Tuesday, December 10, 2013 5:42 AM
To: Deron.Geouque
Subject: Watauga River Reclassification

I would like to express my strong opposition to the reclassification of the Watauga River that would allow Beach Mountain to withdraw water during drought conditions. The High Quality designation of this river should be maintained. This natural resource is for all the people, not a chosen few.

Larry White
Raleigh, NC

From: Joseph Spencer <jspen2000@bellsouth.net>
Sent: Monday, December 09, 2013 10:49 PM
To: Deron.Geouque
Cc: lisenby.donna@gmail.com; Dana Hershey
Subject: Watauga River Reclassification

Mr. Geouque,

I wish to express my strong concern regarding the upcoming vote to reclassify the Watauga River.

I am AGAINST this effort. Is there any reason this vote came up so suddenly? This is the first I have heard of it.

Please forward this email to the other commissioners.

Joseph Spencer

Anita.Fogle

From: David S. Maurer AIA LEED-AP <david@maurerarchitecture.com>
Sent: Monday, December 09, 2013 10:35 PM
To: Deron.Geouque
Subject: Watauga River reclassification

Mr. Geouque,

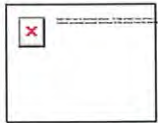
I'm writing to express my sincere concern for the reclassification and urge you to reject it. I purchased a small cabin in Valle Crucis - in part to support my fly fishing habit - and have spent years enjoying the benefits of such a wonderful attribute of the area. The reclassification could have a huge negative impact on the natural resources of the river, the public enjoyment of it, and the local economic benefits.

This could set an incredibly negative precedent - please, please do not support this request for reclassification.

Thank you for taking the time to read this and for taking into consideration my thoughts, as well as the many others who enjoy this wonderful resource.



David S. Maurer, AIA, LEED-AP



115.5 E. Hargett St. Suite 300
Raleigh, NC 27601
919.829.4969
maurerarchitecture.com

 Please consider the environment before printing.

From: Bob Lassiter <rhlassiter@gmail.com>
Sent: Monday, December 09, 2013 9:18 PM
To: Deron.Geouque
Subject: Watauga River

As a North Carolina outdoorsman, a member and past officer of the Winston-Salem Blue Ridge Chapter of Trout Unlimited and lastly someone who is interested in leaving our North Carolina natural legacy to our children and future North Carolinians, I am opposed to the proposed water withdrawals and degradation of the current water quality on the Watauga river. The Watauga is a critical asset to the mountains and the tourism economy. When the very natural assets that underpin the attractiveness of our mountains are lost, then viability of communities like Beech Mountain will be in jeopardy as well. I certainly hope that wiser heads will see that the future of mountain communities depends on the natural beauty and the preservation of the natural assets there.

Sincerely,
Bob Lassiter
Winston-Salem, NC

Anita.Fogle

From: Jeff <jeff@stonegatedevelopers.com>
Sent: Monday, December 09, 2013 9:10 PM
To: Deron.Geouque
Subject: Watauga River

Mr. Geoque,

I received a notice of the attempt to reclassify the Watauga River to a Water Supply 4. I think this would be a huge mistake. There is already incredible pressure on the rivers in the area from the development over the past decade. There is clearly a limit to the amount of fresh clean water that is available. To reduce the flow of this river during a time when it would be essential for the health of the ecosystem would be the equivalent of killing the system. In addition, the collateral action of increasing density and allowing more waste water would be a long term catastrophe. This river is one of the treasures of our mountain community. Although I am typically pro-development, I can see only short term gain and incredible long term loss from a change in the classification of this river.

Jeffrey R Wakeman
Stonegate Developers, LLC
16930 W. Catawba Ave., Suite 100 D
Cornelius, NC 28031
Tel: 704-895-1535 X7004
Cell: 704-232-4124

Anita.Fogle

From: Jill McMillion <bearjillmc@hotmail.com>
Sent: Monday, December 09, 2013 8:34 PM
To: Deron.Geouque
Subject: Please Do Not Draw Water

Dear Commissioners:

I am 67 years old and I am writing to plead with you to NOT go ahead with a plan to draw water from the Watauga River or to approve any policy which would endanger it as a healthy waterway.

Once "the toothpaste is out of the tube" it is impossible to put back and once the river becomes unhealthy you won't be able to fix it. Ecosystems are fragile and it is reaching the point where there are very few natural resources that are untainted.

Our children, grandchildren, and great-grandchildren need us to be good stewards of what we have left - it will be our legacy.

Thank you very much for your time and consideration in this matter.

Respectfully, Barry McMillion, Trout Unlimited

Anita.Fogle

From: Jo Ann Freeman <jafreeman@earthlink.net>
Sent: Monday, December 09, 2013 8:32 PM
To: Deron.Geouque
Subject: Watauga River

Hello Mr. Geouque,

Please do what you can to save the Watauga River. I am a member of Trout Unlimited and live in Winston-Salem. My son and I have visited the Watauga River and fished there in the past. It is a beautiful river! Please do not remove the high quality waters designation from the Watauga River or do anything else that might harm the quality of the river. Please forward this to whomever you think can help this cause.

Thanks,

Jo Ann Freeman

Anita.Fogle

From: Bernie Edwards <papabr44@gmail.com>
Sent: Monday, December 09, 2013 8:12 PM
To: Deron.Geouque
Subject: [BULK] Watauga River reclassification - I was previously the District Conservationist, USDA in Watauga County. I would like to express my strong opposition to the possible reclassification of the Watauga River. The present classification was classed f...

Importance: Low

Anita.Fogle

From: Jack Patterson <jackwpatterson@bellsouth.net>
Sent: Monday, December 09, 2013 8:07 PM
To: Deron.Geouque
Subject: Watauga River reclassification

Mr. Geouque,

I am opposed to reclassifying the Watauga River to anything less than a "high quality river". It is a valuable resource attracting many outdoor enthusiasts to the area. To reclassify the river is short sighted and would have a devastating effect on the river environment.

Sincerely,

Jack Patterson

TU Life Member

Anita.Fogle

From: mickey.youmans@gmail.com on behalf of Mickey Youmans
<Mickey@NantahalaRiverLodge.net>
Sent: Monday, December 09, 2013 6:47 PM
To: Deron.Geouque
Cc: North Carolina Trout Unlimited Council
Subject: Watauga River Reclassifying

Dear Mr. Geogue,

As someone who has been a part of North Carolina's rich tradition of trout fishing for over 60 years I am asking you to please reconsider this water usage calamity in the making. Quality of life with a focus on conservation, smart water use policies, which ultimately increase the value of what we already have, is more important than constantly expanding at the expense of the environment. The rivers and forests are the reason people are drawn to the area in the first place. Don't kill them in the name of progress.

Best wishes for a great holiday season.

--

Capt. Mickey Youmans
912-596-5259

Anita.Fogle

From: Jim Little <jimlittle01@gmail.com>
Sent: Monday, December 09, 2013 6:17 PM
To: Deron.Geouque
Subject: Watauga River reclassification

Dear Mr. Geouque:

I am a Property home owner in Watauga County, 1124 ElkHill Road. I want to voice my concern about the prospect of down classing the Watauga River. This river is the crown jewel in natural resources in the County, and provides a tremendous draw for tourist and others visiting the mountains. The river has not always been this clean, 20 yrs ago the river was not as clean and inviting. A lot of time and money has been spent returning this river to a 1st class clean river. Please encourage the commissioners to vote against the down classing of the Watauga River. I believe it is bad for the county's main business which is tourism.

If the County fails to protect the very resources that bring in most of the money in the county it will be very short sighted and fiscally responsible.

Jim Little
1124 Elk Hill rd.
Banner Elk. Hyw 194

From: Ross Goldbaum <ross.goldbaum@gmail.com>
Sent: Monday, December 09, 2013 6:11 PM
To: Deron.Geouque
Subject: Reclassifying the Watauga River to allow increased draw-down during drought

I understand that local businesses and residents may wish to remove some restrictions on water-use and development, but I think it is short-sighted to risk damaging the quality of the river in order to pursue these gains. The relatively pristine mountain environment around the Watauga is what draws tourism to the area. If this is compromised by relaxation of regulations regarding water use, river-front development, and waste-water treatment, it could hurt the very things that attract people . . . as well as their business. I think it's important not to "improve" a place until its original virtues become a thing of the past. I was alerted to this by Trout Unlimited, but my son is a graduate of Appalachian State and the Watauga has a special place in both our hearts. I would hope the county commissioners would think twice about this policy.

Ross Goldbaum
Hillsborough, NC

From: Lauren and John Miko <jlklmiko@earthlink.net>
Sent: Monday, December 09, 2013 5:06 PM
To: Deron.Geouque
Subject: Opposition to the Watauga River Reclassification

Dear Mr. Geouque,

As President of the Land O'Sky Chapter of Trout Unlimited, I am writing to voice my deep concern and strong opposition to the proposed reclassification of the Watauga River.

Our Chapter has over 400 members living and fishing here in Western North Carolina. Many of our members live near, or travel to the Watauga River to enjoy the wonderful trout fishery that it presents. The Watauga is truly a high quality water and, as such, represents a unique economic and recreational asset to the communities that surround it. The proposed reclassification and the inevitable degradation that would result from it are a clear threat to the health of the river as a cold-water fishery, its future as an economic resource and its role as part of our outdoor heritage here in western North Carolina.

I appreciate the opportunity to comment and thank you for adding our voices to the many that I am sure will be opposing this proposed change.

Most Respectfully,

John Miko
President, Land O'Sky Chapter
Trout Unlimited

Anita.Fogle

From: Thomas Fitz <tefitz1@gmail.com>
Sent: Monday, December 09, 2013 4:58 PM
To: Deron.Geouque
Subject: Watauga River Proposal

Importance: High

Dear Mr. George:

My wife and I own a home at 822 Pine Ridge Rd, Beech Mountain, NC. This home has been in our family for over 40 years. We have long paid taxes to Watauga County and to the town of Beech Mountain. Perhaps one of the most important reasons we come to Beech Mountain and to the High Country is the quality of life here. Quality of life is measured in a number of ways, and one of the most important to us is the quality of the streams in and around Beech Mountain. The Watauga River has long been designated as High Quality Waters. The proposal to change this designation to allow for more development through elimination of the stricter wastewater standards, the allowance of up to 2 million gallons of water a day to be withdrawn during periods of drought and other similar measures is at best ill advised and would forever change the complexion and attractiveness of the High Country in and around the Boone, Beech Mountain, Grandfather, Banner Elk and surrounding areas. We strongly oppose this effort and urge the Watauga County Commission to reject this request outright.

I will try to make the Commission meeting on December 17th; however, if I can not be there, please forward my email to each of the Commissioners. If you have any questions, please let me know either by return email or by calling me at the number below.

Thank you.

Tom Fitz
(706) 296-3819

Anita.Fogle

From: RC Fullerton <rcfullerton@hotmail.com>
Sent: Monday, December 09, 2013 4:42 PM
To: Deron.Geouque
Cc: 'North Carolina Trout Unlimited Council'
Subject: Watauga River Re-classification

Dear Sir;

Even though I live in Charlotte, this is an issue that is dear to me, being an avid fly fisherman and outdoor enthusiast. Several times a year, I, and many others, take the opportunity to fish and float the Watauga, for its trophy trout....

The lowest average daily flow for the Watauga River over the last 74 years of recorded data was 8.1 cubic feet per second (see attached document). When converted to million gallons per day (mgd) this amounts to 5.2 mgd. The Beech Mountain proposal to withdraw up to 2 mgd from the Watauga River during drought conditions would remove 38% of the river flow at a time when water levels are already critically low and aquatic life is threatened. Removal of this much water would devastate the river.

When the Watauga River is at drought flows all the trout and many other species of aquatic life are struggling to live. They are clinging to life by what little water remains over their heads. To withdraw 2 mgd of water at this critical time is to virtually guarantee even more severe impacts to the trout fishery and the aquatic food chain. It could possibly devastate the trout population and take years for aquatic life in the river to recover. The Watauga River depends on clean water and ENOUGH water to keep its trout fishery and the web of aquatic life that supports it healthy.

There are many trout fishing guide businesses and rafting/tubing companies in the region that depend on adequate river flows in the Watauga River to bring customers and visitors to the area. The proposal by Beech Mountain to remove 38% of the flow from the river demonstrates a reckless disregard everyone else who uses and enjoys the Watauga River. Please share this information and attend the public hearing on December 17 to voice your concerns. This is a very bad idea.

The Watauga River is already classified as a High Quality Waters by the state of North Carolina. The proposal by Beech Mountain to downgrade the status of the river to WS-4 would open it up to all manner of future withdrawals and threats. The Watauga River needs to remain classified as a High Quality Water. It should not be opened up to exploitation and overuse.

Sincerely,

Randall C Fullerton
Charlotte NC
704 605 4950

Anita.Fogle

From: eddygreene@aol.com
Sent: Monday, December 09, 2013 4:28 PM
To: Deron.Geouque
Subject: Watauga River

Dear Mr. Geouque: Please consider carefully the results of the Beech Mountain request. The river is a great source of wealth for the county and should be carefully protected as if it were gold. Anything that will lower the water quality will come back to bite the county and lessen the wonderful river experience that can still be enjoyed by all of NC citizens.

Respectfully yours,

Edwin J. Greene, CPCU
Winston-Salem, NC

Anita.Fogle

From: Don Sayers <sayers@woodsonlawyers.com>
Sent: Monday, December 09, 2013 4:12 PM
To: Deron.Geouque
Subject: Watauga River

Dear Mr. Geouque: As an avid fly fisherman, I respectfully request that you note my objection to the reclassification of the Watauga river to the county commissioners. It would be shortsighted to risk ruining such a precious cold water fishery that many North Carolinians enjoy who may not live in your area.

Donald D. Sayers

Woodson,Sayers,Lawther,Short,Parrott, Walker, & Abramson LLP
225 North Main Street Ste. 200
Salisbury, NC 28144
704-633-5000
Fax 704-637-2388
sayers@woodsonlawyers.com

Anita.Fogle

From: Bill Miller <kt4ye@yahoo.com>
Sent: Monday, December 09, 2013 3:56 PM
To: Deron.Geouque
Subject: Watauga River Re-classification

As a property owner in Banner Elk and an avid catch-and-release angler, I am concerned that the concept of downward re-classifying of the Watauga River's status is even being considered. The Watauga -- especially during draught conditions -- is a fragile ecosystem. I respectfully urge you to decline this attempt to gain water at the price of a unique and fragile part of our heritage.

William Miller
538 E5 Shelter Rock Circle
Banner Elk, NC 28604

837 Brightwood Lane
Matthews, NC 28105

704-845-5026

Anita.Fogle

From: John-Paul <schrader.bouchayer@gmail.com>
Sent: Monday, December 09, 2013 3:55 PM
To: Deron.Geouque
Subject: Watauga

One of the reasons I moved to Western NC in 2006 was the high quality trout fishing for wild fish. At \$350 per day for a guide, I wade or float the river at least 10 times per year.

The diversion of water during low flow period will seriously impact it's quality as a fishery.

Surely there are alternatives that would not destroy a blue ribbon trout stream.

Are you a conservator of our public wealth or another self serving political hack, a manifestation of the ills rampant from Washington down to the local levels?

John-Paul Schrader
2949 Riverside Drive
828-273-4487

Sent from my iPad

Anita.Fogle

From: Tony Zeiss <Tony.Zeiss@cpcc.edu>
Sent: Monday, December 09, 2013 3:28 PM
To: Deron.Geouque
Cc: 'Bill Drummond'; 'jwelfare@deloitte.com'
Subject: Watauga River

I have a home on the Watauga River and have come to value this North Carolina jewel very much. I am adamantly opposed to the proposal by the Beech Mountain community to reclassify this beautiful river. Such reclassification will open it up to all kinds of negative consequences. Please share this with your Commissioners and please save the Watauga. Thanks.

CPCC will be closed in observance of the holiday season beginning December 21 and will return to regular operating hours January 2, 2014.

All CPCC email and telecommunication services will be unavailable from December 21-30. Please be aware that emails sent during this time will not be received until December 31, 2013.

Tony Zeiss

P. Anthony Zeiss, President
Central Piedmont Community College
P.O. Box 35009, Charlotte, NC 28235
Phone: 704-330-6566 / Fax: 704-330-5045
tony.zeiss@cpcc.edu
www.cpcc.edu



We value your feedback. How is our [service](#) at CPCC?

Anita.Fogle

From: Terry Hill <hillt@dhhi.com>
Sent: Monday, December 09, 2013 3:31 PM
To: Deron.Geouque
Subject: Watauga River--High Quality Water Designation

Mr. Geouque:

I recently read of the proposal to remove the High Quality Water designation for the Watauga River. In doing so, it would permit up to 2 million gallon of water a day to be withdrawn during drought conditions. It would likewise permit discharges into the river than are not now permitted. As a property owner in the area and avid user of the river, I feel this proposed change would devastate the river. The Watauga is barely able to survive drought conditions with current flows and to allow the removal of 2 million gallons a day in those conditions would severely impact or destroy the trout and aquatic life in much of the river.

I strongly oppose this measure and recommend it not be permitted. I am sure you will receive correspondence from many others who likewise feel this proposal should be denied. Thanks!

Terry M. Hill, CPCU

President
Dean, Heckle & Hill, Inc.
P O Box 1416
Matthews, NC 28106
704-847-4438 ext 3047

hillt@dhhi.com

www.dhhi.com

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Anita.Fogle

From: Kathy Williams <kathyreneewilliams@gmail.com>
Sent: Monday, December 09, 2013 3:23 PM
To: Deron.Geouque
Subject: Watauga River

Dear Mr. Geouque:

I have just received an email from the NCTU Council regarding the Beech Mountain area voting to make more water from the Watauga River available during drought times.

I am a recent transplant to North Carolina. I have changed my Trout Unlimited affiliation to a chapter in North Carolina. I have a unique advantage as I also was an appointed Planning and Zoning Commissioner in my county in the metro Atlanta Regional Commission area. I do understand that water issues are of the greatest import to each and every county in any state. In saying that, I now most humbly request that the Commissioners table this vote to allow an appointed group the chance to get together to bring facts and or figures to the table then come back and make a presentation to the commission in a public forum. I am concerned that folks see only more water but are not understanding ramifications of allowing higher density zoning to happen. Increased building in any area brings good for some and bad for others. It is a double edged sword. Once the genie is out of the "zoning bottle" and the things that citizens did not think about or understand has happened; it is very difficult to repair or cannot be undone in the case of higher density.

From my love of fly-fishing point I have spent many years as an active Trout Unlimited member and as a member of the Georgia Women Fly-fishers group. I did 6 years as the camping director for the Womens group and each year there was one 4 night 5 day trip to Boone area. We all spent money at hotels, campgrounds, restaurants, fly fishing outfitters and or guide shops for supplies and booking trips with guides. My point here is the trout/. fly-fishing enthusiasts frequent the Watauga River area not only from North Carolina but all surrounding states to fish and enjoy your area of North Carolina.

For all of us I would ask that everyone be granted a chance to be heard in a public forum to find a way to make all sides feel considered and part of finding a solution that can accommodate all points.

Sometimes working as a group forces everyone to act in a more congenial and beneficial way.

I thank you for your time and consideration regarding this most important issue of water usage.

Sincerely
Kathy Williams
Statesville, NC

From: Greg Day <gregday01@gmail.com>
Sent: Monday, December 09, 2013 3:17 PM
To: Deron.Geouque
Subject: Watagua River Water Grab

Mr. Geouque,

I received an email from Trout Unlimited today regarding the proposed water grab on the Watagua. I wanted to address my opposition to this move. That water is very important to me, my family and friends. We spend money with the local businesses and enjoy the beauty of the wild life and the surroundings. Please reconsider this terrible decision.

Sincerely,

Greg Day

From: Bob Hefter <rchcary@aol.com>
Sent: Monday, December 09, 2013 3:13 PM
To: Deron.Geouque
Subject: Watauga River Reclassification

I am opposition to this reclassification of the Watauga River.

Robert C Hefter

Anita.Fogle

From: Bob Bumgarner <ibfishn@charter.net>
Sent: Monday, December 09, 2013 3:03 PM
To: Deron.Geouque
Subject: Watauga river

As one who has observed and fished this river for a number of years I am very much opposed to the reclassification of the Watauga River. It seems to me, from my personal observation that it is during just such drought conditions that is when the river is at it's lowest flow levels and should be protected. Thanks you for your attention to this matter.

Peace & Blessing

Bob <"{}{}{}{}>

From: Dupree, Larkin <Larkin.Dupree@hanes.com>
Sent: Monday, December 09, 2013 2:56 PM
To: Deron.Geouque
Subject: Oppose the Watauga river down grade. it must remain as a HQW!

The Watauga River is already classified as a High Quality Waters by the state of North Carolina. The proposal by Beech Mountain to downgrade the status of the river to WS-4 would open it up to all manner of future withdrawals and threats. The Watauga River needs to remain classified as a High Quality Water. It should not be opened up to exploitation and overuse.

I am opposed to the down grade and wish the Watauga to remain as a HQW!

Larkin Dupree
Love God, Love Others, Honor His Creation!
(336)409-1353 mobile

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From: LARRY INGLE <larryingle@bellsouth.net>
Sent: Tuesday, December 10, 2013 2:05 PM
To: Deron.Geouque; Anita.Fogle
Subject: Poem: Roll on Mighty River

We truly thank you for your dedication to duty and services to the Citizens of Watauga County.

Subject: Poem: Roll on Mighty River

FLOW ON MIGHTY RIVER, ROLL ON
ROLL ON
INTO TENNESSEE
RUN, RUN, RUN. . . .
RUN UNTIL YOU REACH THE MIGHTY MISSISSIPPI

ROLL ON
KNOWING THAT YOU ARE PRECIOUS !
ESSENTIAL TO THE BALANCE IN NATURE

ROLL ON IN THE KNOWLEDGE THAT GOD MADE YOU
MILLIONS OF YEARS AGO

ROLL ON INTO ETERNITY
ROLL ON PAST THOSE WHO NOW WOULD DO YOU HARM
THOSE WHO HAVE ABANDONED YOU
THOSE WHO WANT TO DESTROY YOU
FOR THEIR OWN SELFISH GAIN

ROLL ON MIGHTY RIVER . . .
WHILE ANGELS SURROUND YOU
ANGELS OF MERCY
PLEADING FOR YOUR SURVIVAL

Melissa Soto

2223 Old Watauga River Road ☼ Sugar Grove, NC 28679 ☼
828-297-4316 (home) ☼ 828-264-2421 (work)
thesotos@skybest.com

December 10, 2013



Watauga County Commission
c/o Deron Geouque
814 West King Street, Suite 205
Boone, NC 28607

I would like to respectfully ask the Watauga County Commissioners not to approve the Watauga River water withdrawal proposed by Beech Mountain. As a resident of the County and a homeowner on the Watauga River, I feel deeply that we must protect ourselves from the long term impact that could affect the future of the river and the county.

Studies have shown that Beech Mountain is losing 56%-80% of their water due to 53 miles of leaking water lines, water breaks and hydrant flushing. We cannot allow them to waste our natural resources as well! Watauga County will also have to absorb the cost of enforcing the water supply rules should you vote to change the classification of the Watauga River. In other words, it will cost the taxpayers of Watauga County money to do what Beech Mountain wants.

If our County does not have enough money to fund our own local non-profits, how can we afford to support another municipality?

Respectfully,

Melissa Soto
Watauga County Citizen

Anita.Fogle

From: Jim Brady <jfbrady@bellsouth.net>
Sent: Tuesday, December 10, 2013 11:13 PM
To: Deron.Geouque
Subject: Re-classification of the Watauga River
Attachments: jfbrady.vcf

Sir:

Please forward my comments to all of the Watauga County commissioners.

I am strongly opposed to the proposed re-classification of the Watauga River in order to allow massive amounts of water to be removed during drought conditions, increase development along its banks and for practical purposes, permit unrestricted dumping of waste into the river.

Economic statistics are often used to justify decision making and I am sure you have been bombarded with the so-called monetary benefits of allowing water to be removed from the river. However, the real issue is that the Watauga River is a source of clean water, a very limited and extremely precious resource (why else does Beech Mountain want it?). Clean water is the lifeblood of an area. Allowing the town of Beech Mountain to steal millions of gallons while the river is already being stressed in drought conditions is a literal death knell to the organisms that depend on the river, including the surrounding human population.

In the event you are unaware, rivers are the physical intersection of ground water with the ground surface. Whatever goes into the river finds its way into ground water and vice versa. If people believe the water they are now drinking from wells in the watershed of the Watauga River is independent of the river, they are mistaken. Drawing millions of gallons of water from surface water will lower the overall water table, perhaps to the extent of making many wells dry up, which in turn will render many homes uninhabitable. It will also cause whatever pollutants carried by the river to be drawn into ground water and in turn pumped up into homes as "potable" water. Allowing development close to the river and increased dumping into the river will poison not just the river but the entire watershed. I hope you will exercise wise judgment to prevent such clearly hazardous and reckless activity before the Watauga is posted to the effect its water and fish are unfit for human consumption.

Those who view the Watauga River narrowly as merely a water supply lack the vision to see how the river serves the area and how the area must in turn protect the river. Every effort must be made to enhance protection of the river's watershed. The proposed re-classification of the river is clearly and obviously wrong-headed.

Federal laws exist to prevent taking water from one drainage and transferring it to another for the express purpose of preventing "water grabs" such as that proposed by the town of Beech Mountain. If the town suffers from inadequate water supplies, it must deal with that issue on its own terms within its own limits. It is ironic that the town of Beech Mountain selfishly seeks the clean water from the Watauga to resolve its own problems in order to create massive, likely crippling problems for thousands of people who currently rely on the river.

The town of Beech Mountain is amply demonstrating the precious and limited nature of clean water. Don't take from the Watauga because the town of Beech Mountain made bad decisions. If the selfish few of Beech Mountain have a water supply problem, they must be the ones to address it within their town and not impose their burden on the rest of us. They chose to live on top of a mountain; now they must deal with the consequences.

I strongly urge the Watauga county commissioners not to reclassify the water quality of the Watauga River, presently and justifiably classified as "High Quality Water." Thousands of county residents and visitors rely on the unique resource that is the Watauga River for recreation and clean water. Perhaps we could force ourselves to do without the recreation and beauty of the Watauga River, but try living without clean water. It cannot be done.

Anita.Fogle

From: LARRY INGLE <larryingle@bellsouth.net>
Sent: Tuesday, December 10, 2013 2:05 PM
To: Deron.Geouque; Anita.Fogle
Subject: Poem: Roll on Mighty River

We truly thank you for your dedication to duty and services to the Citizens of Watauga County.

Subject: Poem: Roll on Mighty River

FLOW ON MIGHTY RIVER, ROLL ON
ROLL ON
INTO TENNESSEE
RUN, RUN, RUN. . . .
RUN UNTIL YOU REACH THE MIGHTY MISSISSIPPI

ROLL ON
KNOWING THAT YOU ARE PRECIOUS !
ESSENTIAL TO THE BALANCE IN NATURE

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MILLIONS OF YEARS AGO

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ROLL ON PAST THOSE WHO NOW WOULD DO YOU HARM
THOSE WHO HAVE ABANDONED YOU
THOSE WHO WANT TO DESTROY YOU
FOR THEIR OWN SELFISH GAIN

ROLL ON MIGHTY RIVER . . .
WHILE ANGELS SURROUND YOU
ANGELS OF MERCY
PLEADING FOR YOUR SURVIVAL

Anita.Fogle

From: Marty Gooch <mgoochsdn@gmail.com>
Sent: Tuesday, December 10, 2013 12:45 PM
To: Deron.Geouque
Subject: Watauga River Reclassification

As an avid Fly Fisherman and frequent user of the Watauga River I oppose reclassification of the river.

To even consider removing over a third of the water in a river during drought conditions is irresponsible. The Watauga River is too valuable an asset to the local economy to allow it to be put at risk for devastation or pollution. There are many trout fishing guide businesses and rafting/tubing companies in the region that depend on adequate river flows in the Watauga River to bring customers and visitors to the area. The proposal by Beech Mountain to remove 38% of the flow from the river demonstrates a reckless disregard to everyone else who uses and enjoys the Watauga River.

The Watauga River is classified as a High Quality Waters by the state of North Carolina. The proposal by Beech Mountain to downgrade the status of the river to WS-4 would open it up to all manner of future withdrawals and threats. The Watauga River needs to remain classified as a High Quality Water. It should not be opened up to exploitation and overuse.

Sincerely,

Marty Gooch
1529 Jenkins Road
Wake Forest , NC
27587

Anita.Fogle

From: Marks Arnold <marnold@smithlaw.com>
Sent: Tuesday, December 10, 2013 12:13 PM
To: Deron.Geouque
Subject: Watauga River/Town of Beech Mountain

Dear Mr. Geouque,

I am alarmed by the request made by the Town of Beech Mountain to change the classification of the Watauga River, which would allow for excessive water withdrawals during drought conditions as well as permitting other uses and discharges, all of which would degrade the water quality of the Watauga.

If the reclassification is permitted, the harm to the Watauga River would likely be swift and long term. The choice is between being able to say, "The Watauga River is a great resource for the County and region" or "The Watauga River used to be a great resource for the County and region."

Thank you for your consideration of preserving our natural resources.

Sincerely,

Marks Arnold

MARKS ARNOLD | PARTNER

marnold@smithlaw.com | [bio](#) | [vcard](#)
P 919.821.6613 | F 919.821.6800



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smithlaw.com | [map](#)

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Anita.Fogle

From: Don Tucker <dtucker@smithlaw.com>
Sent: Tuesday, December 10, 2013 11:44 AM
To: Deron.Geouque
Subject: Watauga River Proposed ReClassification Hearing

Dear Mr. Geouque:

I am writing to respectfully express my strong opposition to the request of the Beach Mountain community to reclassify the Watauga River. My family owns property in area. I am an avid fisherman and outdoorsman, and regularly use and enjoy the Watauga river and its tributaries. The Watauga River is a unique treasure that should be preserved and enhanced for the benefit of all of the surrounding communities. The current protections that apply to the River have served that purpose well for many years and should be maintained. The Beach Mountain proposal creates significant risks and threats to the river that could significantly degrade its quality, and which I believe would harm the County as a whole. In particular, but without limitation, significantly reducing the flow of the Watauga in drought conditions could have devastating effects on the trout population and the recreational fishing economy for many years to come. The quality and reputation of the area's trout streams is national in scope, and has been built over many years through prudent husbandry and responsible governmental oversight. The proposed reclassification of the Watauga is shortsighted and would create many more problems that it is likely to solve. I appreciate the Commissioner's willingness to open this issue to public debate, and hope that the Commission will carefully consider these concerns. Sincerely,

Donald H. Tucker, Jr.
Raleigh, NC

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Anita.Fogle

From: Kirkman, Duane H. <Duane.Kirkman@lr.edu>
Sent: Tuesday, December 10, 2013 11:21 AM
To: Deron.Geouque
Subject: Reclassification of the Watauga River

Greetings

I cannot attend the December 17 Public Hearing, but please accept this email as an expression of my opposition to the proposed re-classification of a section of the Watauga River headwaters from High Quality Water to Water Supply 4.

Thank you for forwarding my opinion to the County Commissioners.

Sincerely

Duane Kirkman

Anita.Fogle

From: Kerr Roger <rkerr1@ec.rr.com>
Sent: Tuesday, December 10, 2013 11:03 AM
To: Deron.Geouque
Subject: Watauga River Project

I live in Southport, NC and wish to express my sincere wishes **NOT TO REMOVE ANY WATER FROM THE WATAUGA RIVER.**

Roger Kerr
3214 E. Lagoon Court
Southport, NC 28461
910-253-6006

Anita.Fogle

From: Dianne Jackson <Dianne.Jackson@orthocarolina.com>
Sent: Tuesday, December 10, 2013 10:31 AM
To: Deron.Geouque
Subject: Reclassifying the Watauga River

Mr. Geouque,

Thank you for forwarding my concerns to the Watauga County Commissioners.

As a Watauga County homeowner in Twin Rivers who enjoys fly fishing on the Watauga River, I would strongly oppose changes which endanger our valuable resource. Removing water out of the river, especially during limit rainfall and drought conditions, would endanger our fish at a very vulnerable time. **Please do not allow the town of Beech Mountain to destroy our valuable resource.**

The Watauga River is a gem.... Tourism will be affected, and certainly all of us who enjoy the river would be very disappointed with any disruption to the fishing. Please do not remove the high quality waters designation from the Watauga and open it up to pollution, high density development and waste water discharge. Swimming, boating, and fishing would be greatly affected.

Thank you for your consideration.

Dianne Jackson, PT, MBA
Vice President of Ancillary Services

OrthoCarolina

704-323-2015

Fly Fishing enthusiast and homeowner in Twin Rivers.

Anita.Fogle

From: Sally Tatum <sally@tatumgalleries.com>
Sent: Tuesday, December 10, 2013 10:27 AM
To: Deron.Geouque
Subject: Watauga River

Dear Mr.Geouque,

Being long time residents of Watauga county and living beside the Watauga River for 35 plus years we would like to make it clear that we think changing the designation of the Watauga River would be a extremely bad idea.

Our son (who is now almost 30) caught his 1st trout on the Watauga as well as myself. Sometimes people forget the reasons tourist from all over come to the High Country, not the least of which are the pristine trout waters that travel down the Watauga River. We are a tourist economy.

Do we really want to take this kind of action on one of our irreplaceable natural resources? I really don't think so. Please take this as a voice against changing the designation on the Watauga River and taking 2 million gallons of water a day from the river during some of the most critical times that the river needs this water to maintain the wildlife habitat that the Watauga River supports. I am sorry we will not be able to attend the commissioners meeting on the 17 of Dec. but wanted our thoughts known.

Thank you for listening.
Regards,

Steve & Sally Tatum
TatumGalleries Inc.
5320 Hwy. 105
Banner Elk, NC 28604

Sent from my iPad

Anita.Fogle

From: Oaks, Dr. Timothy <oakstimo@armc.com>
Sent: Tuesday, December 10, 2013 10:09 AM
To: Deron.Geouque
Subject: Beech Mountain

Dear Mr. Geouque – I was recently made aware of the proposal by the town of Beech Mountain to request changes to the status of the Watauga River for the purpose of removing water during times of drought. As a lot owner, and soon to be a home builder, in the Twin Rivers development in Watauga county, I have a vested interest in the health of the Watauga River. The significance of this proposal cannot be overstated. This pristine river is a major attraction to the many thousands of outdoorsmen who come to the Boone area to enjoy hiking, fishing and hunting. Many of us have fallen in love with the area and plan to retire there. However, it is the river which attracts so many. Therefore, I strongly oppose any efforts that may potentially harm the river. I ask that all members of the Watauga County Commission vote against this request.

Sincerely,

Dr. Timothy Oaks
105 Ashbourne Lake Court
Clemmons, NC 27012
toaks@triad.rr.com
336-712-0460

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Anita.Fogle

From: Mark Martyak <mmartyak@powersecure.com>
Sent: Tuesday, December 10, 2013 9:59 AM
To: Deron.Geouque
Cc: Moffitt Consulting Services Cmoffitt
Subject: ReClassification of the Watauga River

Deron,

First of all, let me thank the Watauga County Commissioners for holding the public hearing on the proposed reclassification of the Watauga River. I am a property owner and taxpayer in Watauga County. I would be at the meeting if I could, but I will be out of town on business.

I have fished the Watauga River for the past 13 years. I have seen the river up close and personal during droughts throughout that period. It is an ill-conceived plan to take 2M gallons of water from the Watauga during droughts when its water life is already struggling as it is. In addition, reclassification opens the door for additional development and discharges into this already fragile watershed.

If the water during drought is your goal, rain collection and pumping/storage of Watauga water during high water periods would be a more responsible plan of action.

I am against reclassification and any plan to remove water during droughts.

Thank you for your consideration,

Mark

Mark Martyak, P.E. | Chief Sales Officer
Interactive Distributed Generation
PowerSecure, Inc.

1609 Heritage Commerce Ct.
Wake Forest, NC 27587
NYSE: POWR
P. 919.556.3056 X 241
C. 919.522.5962
www.powersecure.com

Anita.Fogle

From: Mary Pietan <Mfpietan@comcast.net>
Sent: Tuesday, December 10, 2013 8:59 AM
To: Deron.Geouque
Cc: Jerald Pietan; Mary Pietan
Subject: Beech Mountain request

Dear Mr. Geouque and all Watauga County Commissioners, thank you for holding a public hearing and allowing the public a chance to comment. If you had rubber stamped the Beech Mountain request, almost none of the people who own land along the river or swim, fish and boat in the Watauga River with their friends and family would have known about this attempt. I respectfully request that you all vote against this request. My husband and I are property owners in Twin Rivers and so thoroughly enjoy the beauty of the Watauga River. Please help protect it!

Sincerely,

Mary

Mary F. Pietan
1877 Beach Avenue
Atlantic Beach, FL 32233
904.234.4915 (cell)
Mfpietan@comcast.net

Sent from my iPad

Anita.Fogle

From: patriciamoore <jpmoore1571@gmail.com>
Sent: Tuesday, December 10, 2013 8:49 AM
To: Deron.Geouque
Subject: Watauga River

Dear Commissioner Geouque,

We were shocked to hear that the town of Beech Mountain wishes to access the Watauga River for water in a time of drought. This river is a source of pleasure and beauty for the residents of our area, and a habitat for significant wildlife in the area.

We understand that the residents of Beech Mountain need water in time of drought. We would suggest they begin with conservation. Any development which occurs cannot spoil the natural resources which are the reason people care to live there. We all must be more careful with the resources given to us in this beautiful country.

Respectfully,

John and Pat Moore

John and Pat Moore

Anita.Fogle

From: wesstarnes@charter.net
Sent: Tuesday, December 10, 2013 8:53 AM
To: Deron.Geouque
Subject: Removal of water from the Watauga River

Dear Board Members:

I am a resident of Catawba County who owns a home in Watauga County. While Watauga County is not my residence, my family ties to this community run deep. My grandfather's family held land that extended into Caldwell and Watauga Counties and a portion of this land is still held by my family. I am a graduate of ASU (along with other members of my family) and a practicing attorney in North Carolina. I have spent my life, hunting, fishing, and camping in the mountains adjacent to the Watauga River. The proposed removal of water from the Watauga is a bad idea. These waters hold trout and other fish that draw many fisherman, like myself to the area. Fisherman, in return share these waters with swimmers and tubers on a regular basis. The quality and scenic nature of the Watauga River is unique and should not be endangered as proposed.

We all recognize the need to balance environmental needs with the practical needs of our cities and towns. The proposed water use would have a devastating impact on this unique river, at times when it is already stressed. I urge you to reject this proposal and preserve our river!

Wesley E. Starnes
Attorney at Law
PO Box 11139
Hickory, NC 28603

Anita.Fogle

From: Nik Pry <nikpry@gmail.com>
Sent: Wednesday, December 11, 2013 9:11 PM
To: Deron.Geouque
Subject: Impact of Reclassifying the Watauga River to Water Supply 4

Deron,

As a landowner of property on the Watauga River and an avid catch and release fisherman on the Watauga, I strongly endorse the following statement.

The Beech Mountain proposal to withdraw up to 2 mgd from the Watauga River during drought conditions would remove 38% of the river flow at a time when water levels are already critically low and aquatic life is threatened. Removal of this much water would devastate the river.

Please circulate this email to the following Watauga County Commissioners:

Nathan Miller
David Blust
John Welch
Billy Kennedy
Perry Yates

Thank you.

C. Nicholas Pry
Landowner, Twin Rivers Community

Anita.Fogle

From: Tav Gauss <tav@theactiongrouphr.net>
Sent: Wednesday, December 11, 2013 5:50 PM
To: Deron.Geouque
Cc: John Cooper (jfcoop@skybest.com); Haynes Lea (HLea@rbh.com); mikehalus; lacapraj@lmc.edu; JLacapra@aol.com
Subject: reclassifying the Watauga River

Good afternoon Mr. Geouque. My name is Tav Gauss and I am a year round part timer in Matney.

I have been an outdoorsman for 48 years. I have been very fortunate to fish, hunt, and hike in some beautiful places in the United States and Canada. The Watauga River is one of those places.

I also have seen how farming wetlands and too much commercial development has absolutely ruined many of those spots I have visited.

To change the classification of the Watauga and to drain it during drought times would be absolutely devastating to the river and attached land all the way from the headwaters all the way to the tail waters.

I know this because I have seen it with my own eyes. Please do not let your board make this change after December 17th. I will be in the eastern part of the state tending to family Christmas duties so I will not be able to attend the meeting.

Thank you for listening and should you have any questions please don't hesitate to call or write.

Tav Gauss CEO

The Action Group, *an E-Verify Employer Agent*

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800-529-8470

www.theactiongrouphr.com

PO Box 158

Wilson North Carolina 27894-0158

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Anita.Fogle

From: Dave <admpepper@aol.com>
Sent: Wednesday, December 11, 2013 5:43 PM
To: Deron.Geouque
Subject: Reclassification of the Wataga River

Reclassifying the Wataga River solves only one problem, that of providing easy access to municipalities along the river that is cheap and easy is very short sighted. It creates many more problems than it solves. Water of low quality because of low pollution levels standards for discharge water becomes a greater and greater problem as it flows down stream. Farmers use it to crops and some chemicals we are now learning, end up in our food supply. People who use the river for recreation purposes are exposed to toxins that can cause long term health problems for many of those people. It disincentives development down stream of community assets that are very attractive for investment purposes. These along with a host of other potential problems caused by reduced/questionable quality water are all reasons not to lower the restrictions but to make them even more aimed at good stewardship. No one wants to live on the banks or any where close to a low water quality/polluted river. Sometimes **good leadership** means doing things that make life better, not necessarily easier. True leadership is something that is in very short supply in politics today. Please show good stewardship/leadership by not allowing for reductions in standards.

David Wilson
516 Shoreline Dr.
704-847-0613

Anita.Fogle

From: Matt Weatherman <mweatherman@roadrunner.com>
Sent: Tuesday, December 10, 2013 7:07 PM
To: Deron.Geouque
Subject: Watauga river

I respectfully oppose the reclassification of the Watauga river for purposes of using her water by the Town of Beech Mountain. Please consider the long term and short term consequences of this action as it relates to water quality, recreational quality and preserving natural areas.

Thank you,
Matt Weatherman

Anita.Fogle

From: Deron.Geouque
Sent: Thursday, December 12, 2013 8:15 AM
To: Anita.Fogle
Subject: FW: Opposition to any change of the Watauga River classification

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

From: Steven and Gretchen Lotz [<mailto:stevedlotz@me.com>]
Sent: Thursday, December 12, 2013 8:15 AM
To: Deron.Geouque
Subject: Opposition to any change of the Watauga River classification

I am in opposition to any ruling by the Watauga County Commissioners which would allow the Town of Beech Mountain access to ANY water from the Watauga River.

Allowing water to be drained from the river for the purpose of development of Beech Mountain is analogous to permitting the condo monstrosity which was built on top of Sugar Mountain. Free Watauga water to be used for the developers' profit is the same as destroying the beauty of Sugar Mountain for the benefit of developers.

These actions tell the world that development is more valued than God-given natural beauty. I submit a NO.

Gretchen Neumann

Anita.Fogle

From: Charles Hershey <hersheyd@gmail.com>
Sent: Friday, December 13, 2013 1:36 PM
To: Deron.Geouque
Cc: Joseph Beckert; Jonathan Miller; Tim Ramsey; Joe Harris; Jim Mabrey; Stephen McClure; Alen Baker; Joyce Shepherd; Tom Adams; Joe Spencer; Robert Shirley
Subject: Objection to the Beech Mountain Township Water Grab

Dear Mr. Geouque,

Please forward this email to the Watauga County Commissioners as soon as possible so that they can read it before their meeting next Tuesday.

My family and I spend our summers in Blowing Rock. I am a fly fisherman and a member of the Board of the Rocky River Chapter of Trout Unlimited. I was appalled to see that Beech Mountain Township has requested to reclassify the beautiful Watauga River as a water supply stream and divert millions of gallons of water from it for their private use at the expense of Watauga County taxpayers.

The Watauga River is a treasure to our County for fishermen, tourists, and residents. I implore you to protect it from the devastation this proposal would inflict upon it. Several studies have found that Beech Mountain Township is wasting its water - as much as 56% from water breaks, fire hydrant flushing and 53 miles of leaky water lines (Rothrock Engineering, July 2011). Beech Mountain should address its wasteful system first before asking Watauga County to destroy an environmental gem like the Watauga River.

Many thanks for your consideration of this request to stop the Beech Mountain water grab. Please don't hesitate to contact me if I can be of any further help in your consideration of this matter.

Sincerely,

C. Dana Hershey, MD

704-577-7700

Anita.Fogle

From: Alen Baker <alenandscottie@aol.com>
Sent: Friday, December 13, 2013 1:28 PM
To: Deron.Geouque
Subject: Beech Mtn water request

No way this should happen...they need to build a reservoir, fill it with rainwater in the coming years and learn to recycle at the skii slopes and grass waterings

I strongly am against affecting trout waters to do this

Sent from my iPhone

Anita.Fogle

From: Crystal Simmons <starrofthecrystal@gmail.com>
Sent: Friday, December 13, 2013 11:39 AM
To: Deron.Geouque
Subject: Letter for Commissioners RE: Beech Mountain Request to Change Watauga River Classification
Attachments: ExploreBooneArea screenshot.jpg

13 December 2013

RE: Beech Mountain Request for Watauga River Reclassification and Water Intake

Greetings County Commissioners,

I'd like to thank you for your willingness to hear public comment about the Beech Mountain/Watauga River issue. Water is, of course, a big resource in our area - for recreation, farming, energy and even has contributed to the foundation of our culture. So needless to say, it's important to many folks. Thanks for hearing our concerns.

I am very concerned about the town's request to change the classification of the river in order to draw 2 MILLION gallons of water per day even during droughts. According to NC DENR numbers on the Watauga River that would be approximately 38%! Could you imagine what that would do to the areas of tourism that rely on the river - the folks that float, guide and fish in our waters? At drought levels, it is already a meandering *stream*. That type of draw would devastate the recreation that goes along with the river, not to mention the ecology. {Please see the attached screenshot of the ExploreBooneArea.com website featuring the use of our rivers in tourism. JPG}

Secondly, I find it very interesting that Beech is requesting to pull virtually the same amount from the river as it loses to leaks in the system. An engineering report from 2011 by Rothrock Engineering shows that 56% of the water it attempts to get it loses. Personally, I would think that it's in our best interest from a financial standpoint to have the leaks fixed than to allow this type of withdraw on top of the leaks. As I'm sure you are aware, with the increasingly less and less amount of fresh water available, we should be shoring up our resources, not wantonly wasting them.

Lastly, I most recently learned about Beech Mountain's attempt to change its reported numbers to DENR in what appears to be an attempt to justify the request. Since 2007 their reported numbers for *demand versus percent of supply* have shown very steady and level growth. Even as recent as November 27, the chart indicates that at 2060 the town will only be at 40% of its capacity. At some point since November 27, Beech reported different figures indicating that it was not meeting its water needs in 2012 by a factor of 396%. The quick and sudden change in their reported numbers needs an explanation because it appears that the numbers were simply changed to justify its request.

I urge you to not support Beech Mountain's proposed draft resolution to remove water from the river at Guy Ford.

Personally I care about the growth of our area. I prefer us to grow in a meaningful, deliberate and smart-growth kind of way. We are blessed to live an area with abundant natural resources, which is what makes so many people drawn to our area. We have something very, VERY special that the majority of the rest of the state doesn't have.

If we don't protect what makes us special, if we don't cradle that which builds our economy, what will we have left to create niche markets from?

Thank you again for soliciting input on this vital-to-all-of-us issue.

Resident and voter,

Crystal Simmons
Church Road



Anita.Fogle

From: Integrated Pensions Inc. <ip401k@bellsouth.net>
Sent: Friday, December 13, 2013 10:41 AM
To: EDWARD F GREENE
Subject: BEECH MOUNTAIN WATER GRAB MEETING # 2
Attachments: BETHEL MEETING 2.pdf

SEE ATTACHED NOTICE.

Deborah Greene

Integrated Pensions Inc

PO Box 2766 NEW ADDRESS

Boone, NC 28607

(828) 308-1803 cell

(828) 268-5044 office

(866) 280-4338 NEW FAX

Anita.Fogle

From: Morrow, Mike <mcmorrow@eastman.com>
Sent: Friday, December 13, 2013 9:50 AM
To: Deron.Geouque
Cc: Mike & Rebekah Morrow
Subject: Beech Mountain Community Proposal to Remove Water from Watauga River

Watauga County Commissioners,

I am writing to urge you not to support removal of water from the Watauga River by the Beech Mountain Community. I am a frequent visitor to the Watauga River area. As I understand it, the current proposal is very open ended. Any open ended proposal should be a concern to Watauga County. This could result in a precedent that allows this group, other developers and individuals to take actions detrimental to the Watauga River and the surrounding area. If this water intake is constructed, my visits to this area will be much less frequent due to the access at Guy's Ford road being jeopardized. Accessing the river at this point allows more frequent visits due to shortening the time it takes to paddle the river. A shorter runs means I can visit the area after work as daylight hours permit. If this access is jeopardized my wife and son will no longer be able to run the section of the Watauga River above the gorge. Again, I urge you to please not support Beech Mountain Communities proposal to remove water from the Watauga River. Thanks for your consideration.

Michael C. Morrow

MRB_Morrow@EMBARQMAIL.COM



Anita.Fogle

From: ElizabethPotter1943@gmail.com <epotter43@gmail.com>
Sent: Thursday, December 12, 2013 10:29 AM
To: Deron.Geouque
Cc: Donna Lisenby; Steve Lotz; Joe Harmon; Kiffer, Nancy; Charles Craver; Cove Ridge Marina
Subject: Watauga River, Beech Creek and City of Beech Mountain

Deron:

As a property owner of twenty-two acres on the Watauga River and Beech Creek, I request that you furnish the Commissioners a copy of David Mezsnski's Letter (opinion section) printed in the Dec 11 issue of the Democrat. David is my neighbor and I agree with the sewage problem created by the City of Beech Mountain. Downgrading the river would continue to allow the City of Beech Mountain to take advantage of the taxpayers in both Avery and Watauga County.

Thank you.

--

Elizabeth Potter
 RiverCreek Pointe
 Old Beech Mountain Community
 Beech Creek Upon Watauga River
 200 RiverCreek Ln/ Hwy 321 N
 Sugar Grove, NC 28679
 Land Phone: 828-898-9637
 Cell Phone: 865-604-7051
 Emergency Cell: 865 258 8062

Elizabeth Potter
 4720 River Oaks Drive
 Knoxville, TN 37920
 Cell: 865 604 7051
 Emergency Cell: 865 258 8062

"If a man has friends, he is not poor." By: Someone Famous

"The mountains,
 are fountains, not only of rivers and fertile soil, but of men,
 Therefore, shall we feel
 that in some sense we are all mountaineers
 and going to the mountains is going home?" -John Muir-

:

"We have walked together In the shadow of the rainbow." -Unknown Native Indian-

Advice from my Watauga River:

Go with the flow
 Immerse yourself in nature
 Slow down and meander
 Go around the obstacles

Be thoughtful of those downstream
Stay current
The Beauty is in the journey!

(The Cherokee Indian word "Watauga" means "Beautiful Water")

Give me the grace to see a joke and
to get some humor from life;
and, to pass it on to other friends!

Anita.Fogle

From: jasmine shoshanna <jasmineshoshanna@gmail.com>
Sent: Thursday, December 12, 2013 8:39 AM
To: Deron.Geouque
Subject: Watauga River,

Dear Deron,

Thank you for all you do for our county. You have a hard job and probably an often thank less job. I've seen you walking the Greenway with your wife so I know that you appreciate and find healing in nature.

I am writing about the proposal of Beech Mountain to be able to remove water from the Watauga River during drought conditions.

One of the things I often talk about with people is how nature is like a bank account or an elevator. Nature has a carrying capacity. If we take out more than we put in we all suffer.

We are seeing that now, global warming, rains that feel like the sky is bleeding and can't stop, sometimes drought, the honey bee population....

I know you know this, so I won't go on and on. So here is a voice for the river, here is a voice for limits and for a healthy ecosystem and a healthy community who knows when enough is enough.

Sincerely,

Jasmine ShoShanna

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Jasmine ShoShanna

Jasmine's Gardens and Natural Living

The Compost Operation

www.jasminesgardens.com

828-297-4677

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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

Land Acquisition – G. S. 143-318.11(a)(5)(i)

AGENDA ITEM 13:

POSSIBLE ACTION AFTER CLOSED SESSION