# TENTATIVE AGENDA & MEETING NOTICE BOARD OF COUNTY COMMISSIONERS

#### TUESDAY, JULY 18, 2017 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: June 20, 2017, Regular Meeting June 20, 2017, Closed Session		1
	3	APPROVAL OF THE JULY 18, 2017 AGENDA		11
5:35	4	W.A.M.Y. COMMUNITY ACTION HOUSING PRESERVATION GRANT SUPPORT REQUEST	Ms. Melissa Soto	13
5:40	5	BOARD OF ELECTIONS PROPOSED CONTRACT	MR. MATT SNYDER	15
5:45	6	Tax Matters A. Monthly Collections Report B. Refunds & Releases C. Annual Settlement of Tax Collector D. Oath to Collect Taxes E. Proposed Purchase of Vehicle	Mr. Larry Warren	29 31 37 95 97
5:50	7	PROPOSED CAPITAL PROJECT ORDINANCE – COMMUNITY/ RECREATION CENTER	Ms. Margaret Pierce	99
6:00	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Community/Recreation Center Update B. Proposed Renewals of Communication and Emergency Services Maintenance Agreements 1. VESTA 2. Console Infrastructure 3. Centerline Maintenance 4. Fixed Equipment 5. Subscribers C. Appointment of the North Carolina Association of	Mr. Deron Geouque	101 103
		County Commissioners' (NCACC) Annual Conference Voting Delegate D. Boards and Commissions		117
		E. Announcements		121
6:05	9	PUBLIC COMMENT		122
7:05	10	Break		122
7:10	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		122
7:30	12	Adjourn		

# **AGENDA ITEM 2**:

# **APPROVAL OF MINUTES:**

June 20, 2017, Regular Meeting June 20, 2017, Closed Session



#### **MINUTES**

#### WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, JUNE 20, 2017

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 20, 2017, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman

Billy Kennedy, Vice-Chairman Larry Turnbow, Commissioner Jimmy Hodges, Commissioner Perry Yates, Commissioner

Anthony di Santi, County Attorney Deron Geouque, County Manager

Monica Harrison, Substitute Clerk to the Board

Chairman Welch called the meeting to order at 5:31 P.M.

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

#### **APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the June 6, 2017, regular and closed session minutes.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the June 6, 2017, regular meeting minutes as presented.

VOTE: Aye-5 Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the June 6, 2017, closed session minutes as presented.

VOTE: Aye-5 Nay-0

#### APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 20, 2017, agenda.

Chairman Welch requested to add an update from Planning and Inspections Director, Mr. Joe Furman in regard to Rainbow Trail Issues, i.e. Appalachian Materials LLC/Radford Quarries to the agenda following his Request to Set Transportation Priorities for the High Country RPO.

Sheriff Hagaman requested to be added to the agenda prior to Miscellaneous Administrative Matters. Commissioner Hodges requested to add an update on the Mike Perry property, formerly Boone Ready Mix, to the closed session agenda. The Agenda was also amended to add possible action after closed session.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the June 20, 2017, agenda as amended.

VOTE: Aye-5 Nay-0

#### **COOPERATIVE EXTENSION REPORT**

Mr. Richard Boylan, Agricultural Agent with Cooperative Extension, gave an update regarding programming on extension matters. Mr. Boylan said Cooperative Extension has received calls on new vineyards, has provided various classes on mushrooms, plant disease and insect management, horse farming and orchards; and has upcoming workshops for school gardens as well as various other programs.

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

# PROPOSED REVISIONS TO THE WATAUGA COUNTY COMPREHENSIVE TRANSPORTATION PLAN (CTP)

Mr. David Graham, Transportation Planner with High Country Council of Governments, presented information for action on revisions to the Watauga County Comprehensive Transportation Plan (CTP). A memo and a list of proposed revisions were provided for Board consideration and action. Mr. Graham stated that the CTP was mutually adopted by Watauga County and the towns of Boone, Blowing Rock, Seven Devils, Beech Mountain, NCDOT, and endorsed by the High County Rural Transportation Planning Organization (RPO) in 2013. Since the adoption of the Watauga CTP, the US 421 (King Street) project (U-4020) has been completed and a study has been initiated by NCDOT to analyze alignment alternatives for a new connector road between NC 105 and ASU Campus. The Town of Boone approved proposed revisions to the Watauga CTP at their June 15, 2017 meeting.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the proposed revisions to the Watauga CTP as recommended.

VOTE: Aye-5 Nay-0

### REQUEST TO SET TRANSPORTATION PRIORITIES FOR THE HIGH COUNTRY RPO

Mr. Joe Furman, Planning and Inspections Director, requested direction from the Board regarding selection of new transportation projects to be submitted to the Statewide Transportation Improvement Program. Selection of projects must be submitted by July 7, 2017.

The County may select up to four (4) projects from each category and the Town of Boone may select one (1) project from each category. The combined projects submitted by the County and Town of Boone should be different projects as there is no benefit for dual support of projects. The selection of transportation projects provides an opportunity to add new projects to be rated by the Rural Transportation Planning Organization (RPO) and NCDOT.

A handout was provided listing two projects selected as transportation priorities for the High County RPO by the Town of Boone, which included the US 421 Bypass and Multi-use side path from Grove Street to Brookshire Road. The Town of Boone also expressed their support of the NC 194 project from US 421 to Howards Creek Road, to be considered by the County in the selection process.

Mr. Furman provided several options for the Board to consider as possible projects for the Statewide Transportation Improvement Program (STIP). After review of the handout and discussion, by consensus, the Board decided to select two (2) highway projects, two (2) intersection projects and one (1) bicycle and pedestrian project to be submitted as transportation priorities. The five (5) projects include; widen NC Hwy 194 from King Street to Howard Street (as supported by the Town of Boone), widen 105 Bypass (NC 1107), US Hwy 421S and old 421 intersection at Food Lion, 3-way stop at Bamboo Road (NCSR 1524) and Deerfield Road (NCSR 1523), and Middle Fork Greenway Extension Project.

Commissioner Hodges asked to be recused from the vote taken on this agenda item due to a potential conflict of interest.

Commissioner Yates, seconded by Commissioner Vice-Chairman Kennedy, moved to recuse Commissioner Hodges from the vote taken to recommend new transportation projects for the Statewide Transportation Improvement Program.

VOTE: Aye-5 Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to submit five (5) new transportation priorities including; widen NC Hwy 194 from King Street to Howard Street (as supported by the Town of Boone), widen 105 Bypass (NC 1107), US Hwy 421S and old 421 intersection at Food Lion, 3-way stop at Bamboo Road (NCSR 1524) and Deerfield Road (NCSR 1523), and Middle Fork Greenway Extension Project.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Recused-1(Hodges)

### **UPDATE ON RAINBOW TRAIL ISSUE (RADFORD QUARRIES)**

Mr. Joe Furman, Planning and Inspections Director, gave a brief update on Rainbow Trail issues which have raised concerns with citizens and continued concerns surrounding the Maymead asphalt plant. A permit submitted by Appalachian Materials LLC/Radford Quarries was denied

by the Watauga County Planning and Inspections Department and the decision upheld by the Board of Adjustment. A brief is to be filed in July 2017 with a court date to be set on July 7, 2017 in which attorneys will verbalize their briefs and the Judge can determine if errors were made by the Board of Adjustment in their decision to uphold the denial of the permit from Appalachian Materials LLC/Radford Quarries. Radford Quarries has been permitted as a fill site for rock dust for many years and the access road currently going in is covered under previous permitting.

Mr. Furman stated that the Maymead asphalt plant case is not a viable comparison to Appalachian Materials LLC/Radford Quarries.

#### **BID AWARD FOR WEST ANNEX ROOF**

Mr. Robert Marsh, Maintenance Director, requested the Board accept the bid from Southern Metal to replace the deteriorated roof at the West Annex facility. MRC, the County's roofing consultant, has reviewed the bid and deemed Southern Metal qualified and the lowest responsive bidder in the amount of \$233,000. The bid is approximately \$33,000 over the original estimate due to the increase in metal costs. However, funds have been identified within the Maintenance Department budget to cover the increase. The estimated completion date for this project is late November.

Staff recommends the Board award the contract to Southern Metal in the amount of \$233,000 for the roof replacement at the West Annex facility.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to award the contract to Southern Metal in the amount of \$233,000 for the roof replacement at the West Annex facility

VOTE: Aye-5 Nay-0

#### **BUDGET AMENDMENTS**

Ms. Margaret Pierce, Finance Director, reviewed the following budget amendments:

C			
Account #	Description	Debit	Credit
293270-312009	Occupancy Tax Revenues		\$325,000
294140-469900	Watauga County District U TDA	\$321,750	
294140-449900	Administrative Collection Fee	\$3,250	
The amendment budgeted amount	recognized additional projected occupancy	tax revenues above	the original
103300-349909	NC Lottery Funds		\$60,000
105911-470028	Phone and Intercom System – Bethel Element	ary \$60,000	
The amendment Department of Pu	allocated funds for a lottery project as a ablic Instruction.	approved by the No	rth Carolina
104199-499100	Admin Contingency		\$25,000

#### 105890-463153 Veteran's Memorial Fund

\$25,000

The amendment allocated funds for the Watauga County Veteran's Memorial fund as approved at the June 6, 2017 Board meeting.

103980-398122	Transfer from Capital Projects Fund		\$50,000
105911-470022	WHS Batting Facility	\$50,000	
213991-399101	Fund Balance Appropriation		\$50,000
219800-498010	Transfer to General Fund	\$50,000	

The amendment allocated funds from CIP set-aside funds for the batting facility as requested by the Watauga County School system and approved at the June 6, 2017, Board meeting.

109800-498021	Transfer to Capital Projects Fund	\$228,688	
105911-499100	COLA Contingency for Watauga County Schools		\$228,688
213980-398100	Transfer from General Fund		\$288,688
219930-459122	Watauga County CIP	\$288,688	

The amendment transferred funds to the School CIP as requested by the Watauga County School system and approved at the June 6, 2017, Board meeting.

243102-312107	Cove Creek Special Fire Revenue	\$15,500
244340-469907	Cove Creek Special Fire District	\$15,500

The amendment recognized additional projected fire tax revenues above the original amount budgeted.

103200-326600	ABC Bottle Tax		\$1,000
105890-469848	Mediation and Restorative Justice	\$1,000	

The amendment recognized additional projected ABC bottle tax revenues above the original amount budgeted.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the budget amendments as presented by Ms. Pierce.

VOTE: Aye-5 Nay-0

### REQUEST FOR SPECIAL SALARY ADJUSTMENT SHERIFF'S OFFICE STAFF

Sheriff Len Hagaman made a request for a special salary adjustment for Captain Kelly Redmon and Captain Dee Dee Rominger of the Watauga County Sheriff's Office providing detailed information about extra job duties assumed by both employees after the retirement of Captain Allen Reed and complemented both employees for their exemplary and longstanding service to Watauga County. Personnel action forms were provided as handouts for Captain Redmon and Captain Rominger dated July 1, 2017 requesting a salary adjustment of \$8,530 each, which equates to a 14% salary increase. Sheriff Hagaman requested for the special salary adjustment to be made retroactive with an effective date of March 1, 2017 at which time Captain Allen Reed retired and extra duties were assumed by the two remaining Captains.

The Board commended Captain Redmon and Captain Rominger and expressed appreciation for their dedicated service to Watauga County and its citizens, and the Sheriff's Office staff as a whole.

County Attorney di Santi clarified that it would be appropriate to discuss the request for special salary adjustments for the Sheriff's Office staff in closed session, noting that salary is a public record and after a salary amount is approved it would become part of the public record.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to amend the June 20, 2017 agenda to add Personnel Matters, per G. S. 143-318.11(a)(6), and to approve the agenda as amended.

VOTE: Aye-5 Nay-0

#### MISCELLANEOUS ADMINISTRATIVE MATTERS

#### A. Proposed Architect Contract for Recreation/Community Center

At the June 6, 2017, meeting, the Board accepted the recommendation from the Recreation/Community Center Committee to hire Clark Nexsen for architectural services for the Recreation/Community Center. The motion was made and accepted contingent upon successful negotiation of a contract and County Attorney review and approval.

Staff negotiated and reviewed the contract from Clark Nexsen and Mr. Ham Wilson, an attorney with di Santi, Watson, Capua, Wilson, and Garrett reviewed with only two minor changes recommended. Two handouts were provided which are referred to in the original contract; and for clarification have now been labeled as Exhibit A, detailing the scope of design and project administration services and Exhibit B, fee schedule. Staff is recommending approval of the Clark Nexsen Contract including changes recommended by the County Attorney.

Discussion was held and concerns expressed by Commissioner Yates regarding the Clark Nexsen contract for architectural services for the Watauga County Recreation/Community Center. A recommendation for changes was made under the Exclusions section of the contract in which clauses need to be taken out and wording added to include that the project, while not being a LEEDS certified building, will be built to meet LEEDS standards and designed around LEEDS certifications; and language added to state that the Architect would be present during legal court proceedings if necessary to speak on behalf of the County and the Recreation/Community Center Project related to architectural services, design and project administration as provided by Clark Nexsen.

Clarification was provided that if an agreement could not be reached with Clark Nexsen on the proposed changes that the contract would not be approved and must return to the Board of Commissioners for further review, but efforts were being made to keep the process moving forward to avoid escalation of costs. County Attorney di Santi, stated that Mr. Ham Wilson of his office would review the two areas of concern in the contract for architectural services and

draft language to include the proposed changes and have Clark Nexsen review and approve before proceeding.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the Clark Nexsen contract for architectural services for the Recreation/Community Center contingent upon two revisions to be made and agreed upon by Clark Nexsen to include; while not being a LEEDS certified building, the Recreation/Community Center will be built to meet LEEDS standards and designed around LEEDS certifications, and language added to state that the Architect would be present during legal court proceedings if necessary to speak on behalf of the County and the Recreation/Community Center Project related to architectural services, design and project administration as provided by Clark Nexsen.

VOTE: Aye-5 Nay-0

#### B. Boards and Commissions

County Manager Geouque presented the following for consideration:

#### Economic Development Commission

The terms of four members of the Economic Development Commission expire in June. Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment. Mr. Robert Hoffman was recently appointed to fill an unfinished term which expires in June. Therefore, he is up for reappointment. The first term of the current chair, Mr. Walter Kaudelka is expiring. Mr. Kaudelka is eligible to be reappointed to another term, and is willing to continue to serve. Each term is for three years. The EDC's next scheduled meeting is July 13th.

Commissioner Yates, seconded by Commissioner Turnbow, moved to table the discussion until the next regularly scheduled Board of Commissioners Meeting, on July 18, 2017 which will follow the EDC's next scheduled meeting to be held on July 13, 2017, allowing time to potentially receive volunteer applications for the vacant positions.

VOTE: Aye-5 Nay-0

#### Workforce Development Board

High Country Council of Governments' Workforce Director, Mr. Keith Deveraux, recommends the reappointment of Mr. Chris Edwards to continue representing Watauga County in a private sector seat on the Workforce Development Board. This was a first reading; therefore, no action was required.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Mr. Chris Edwards to continue representing Watauga County in a private sector seat on the Workforce Development Board for a term beginning on July 1, 2017, and ending June 30, 2019.

VOTE: Aye-5 Nay-0

#### C. Announcements

County Manager Geouque announced that the July 4, 2017 meeting of the Board of Commissioners has been cancelled. The next regular meeting is scheduled for Tuesday, July 18, 2017 at 5:30 P.M.

County Manager Geouque announced an invitation to the Mindkare Kiosk unveiling on Thursday, June 22, 2017 at 10:00 A.M. to be held at the Watauga County Public Library, provided by Vaya Health.

#### **PUBLIC COMMENT**

There were five (5) speakers for public comment who expressed concerns related to the Maymead Asphalt Plant and Rainbow Trail issues and their continued support of the denial of permits for the asphalt plant.

#### **CLOSED SESSION**

At 6:59 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to resume the open meeting at 8:20 P.M.

VOTE: Aye-5 Nay-0

#### POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to direct Mr. Pokela to file a brief in support of the revocations of permits for the Maymead Asphalt Plant Project at the expense of Watauga County. The expense to Watauga County for filing the brief is estimated to be between \$27,000 and \$30,000.

VOTE: Aye-3(Welch, Kennedy, Turnbow) Nay-2(Hodges, Yates) Commissioner Yates, seconded by Commissioner Turnbow, moved to grant an easement for the Riverswalk Project contingent upon the agreement of the Developer to pay an amount, not to exceed \$33,500, for engineering services through Municipal Engineering Services Company to develop a storm drain pipe system replacement design for the current storm drain pipe system at the West Annex Building. The proposal for services for the Riverswalk Project must include options for repair and replacement of the existing storm drain pipe system at the West Annex Building as an alternate to the site work requirements in its plan when the project is bid. This information can be utilized by Watauga County in hiring a contractor for the storm drain pipe system replacement.

VOTE: Aye-5 Nay-0

#### **ADJOURN**

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 8:27 P.M.

VOTE: Aye-5 Nay-0

John Welch, Chairman

ATTEST: Monica Harrison, Substitute Clerk to the Board

# **AGENDA ITEM 3**:

# APPROVAL OF THE JULY 18, 2017, AGENDA

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#### **AGENDA ITEM 4:**

# W.A.M.Y. COMMUNITY ACTION HOUSING PRESERVATION GRANT SUPPORT REQUEST

#### **MANAGER'S COMMENTS:**

WAMY Community Action has applied for a Housing Preservation grant to allow repairs and rehabilitation on very low-income family homes. As part of the grant application, they must demonstrate the support of county officials for this type of work and that this is not a duplication of another program operated by the County.

The application is due July 17, 2017 and staff obtained prior authorization with the understanding that the Board would need to approve at the July 18, 2017 meeting. In the event the Board does not wish to support the request, the authorization for the application would be withdrawn.

Board approval is requested to authorize the submittal of the application by WAMY Community Action.



# County of Watauga

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

**BOARD OF COMMISSIONERS** 

John Welch, Chairman Billy Kennedy, Vice-Chairman Jimmy Hodges Larry Turnbow Perry Yates Telephone 828-265-8000 TDD 1-800-735-2962 Voice 1-800-735-8262 COUNTY MANAGER
Deron T. Geouque

COUNTY ATTORNEY Anthony di Santi

June 22, 2017

To Whom It May Concern:

The Commissioners of Watauga County are very interested in addressing the housing issues faced by our low and very-low income citizens. We realize that there are many households living in substandard housing and unsafe conditions throughout our county. While the need is great; unfortunately, resources are limited.

WAMY Community Action, Inc. has been providing housing and housing-related programs in our county for more than 52 years. In fact, over the years, their Weatherization Assistance Program has assisted hundreds of Watauga County residents by making their homes more energy efficient.

To that end, the Commissioners of Watauga County fully support WAMY Community Action, Inc. in their application for Housing Preservation Grant funds from the U.S. Department of Agriculture, Rural Development Division.

Regards,

John Welch, Chairman

Watauga County Board of Commissioners

Mailed 6/26/17

#### **AGENDA ITEM 5:**

### BOARD OF ELECTIONS PROPOSED CONTRACT

#### **MANAGER'S COMMENTS:**

Matt Snyder, Board of Elections Director, will request the Board approve a five (5) year contract with Election Systems & Software, LLC ("ES&S")/Printelect for voting machines and software contingent upon 1) County Attorney review, 2) The contract would still be valid if new equipment was purchased from ES&S/Printelect and 3) if new equipment was purchased from a different vendor that the contract would end with no penalty or obligation. The local Board of Elections voted unanimously to approve the contract with ES&S/Printelect in the amount of \$18,751.40 annually.

Board action is required to approve the five (5) year contract with Election Systems & Software, LLC ("ES&S")/Printelect with the stated contingents in the amount of \$18,751.40 annually.

#### Matthew.Snyder

From:

Tammy Malone [tammymalone@printelect.com]

Sent:

Wednesday, July 12, 2017 9:32 AM

To:

Matthew.Snyder

Subject:

RE: ES&S contract

Hi Matt,

Looking forward to fall. It has been hot and humid. Please see my response to your questions in red below.

If you have any further questions, please let me know.

Tammy

From: Matthew.Snyder [mailto:Matthew.Snyder@watgov.org]

Sent: Wednesday, July 12, 2017 8:33 AM

To: Tammy Malone <tammymalone@printelect.com>

Subject: ES&S contract

Good morning Tammy,

Hope you're staying cool down there.

Our board approved the contract last night contingent on two things:

1)That if we purchase new equipment from ES&S / Printelect, the same contract would still be valid; and – If you keep your current equipment the contract would remain the same. If you trade in partial equipment (M100) the equipment that you trade in will be removed from the agreement so you would not be charged for it. New equipment will come with a one year warranty so no fees will be charged the first year. You will not be charged for any equipment you do not keep.

2)That if we purchase new equipment from a different vendor, the contract would end with no penalty or obligation. If you go with a different vendor you may cancel by a written notice notifying ESS&/PE you do not want to renew at least thirty (30) days prior to the end of the Initial term or any renewal period. Renewal period end on June 30<sup>th</sup>.

If you can email me back a that #'s 1 & 2 are correct, we are good to go.

Thank you,

Matthew Snyder Director Watauga County Board of Elections 842 West King Street Suite 6 PO Box 528 **Boone NC 28607** 



Phone: 828-265-8061 Fax: 828-265-8068

Email: matthew.snyder@watgov.org

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# Election Systems & Software, LLC ("ES&S") Purchase Order

Term as selected below and beginning on July 1, 2017

#### Please select Term of Agreement:

☐ 1 Year Term 7/1/2017 - 6/30/2018

☐ 3 Year Term 7/1/2017 - 6/30/2020

☐ 5 Year Term 7/1/2017 - 6/30/2022

#### **ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Watauga

Qty	Description	Annual Maintenance Fee Per Unit: 1-Year Term	Annual Maintenance Fee In Total: 1-Year Term
0	iVotronic ADA		\$0.00
0	iVotronic Supervisor		\$0.00
0	iVotronic Voter		\$0.00
1	Model 650	\$2,986.50	\$2,986.50
31	Model 100	\$220.94	\$6,849.14
0	Model DS850		\$0.00
0	Model DS200		\$0.00
28	AutoMARK	\$318.42	\$8,915.76
Total Annu	al Hardware Maintenance Fees: 1-Year Term		\$18,751.40

Qty	Description	Annual Maintenance Fee Per Unit: 3-Year Term	Annual Maintenance Fee In Total: 3-Year Term
0	iVotronic ADA		\$0.00
0	iVotronic Supervisor		\$0.00
0	iVotronic Voter		\$0.00
1	Model 650	\$2,986.50	\$2,986.50
31	Model 100	\$220.94	\$6,849.14
0	Model DS850		\$0.00
0	Model DS200		\$0.00
28	AutoMARK	\$318.42	\$8,915.76
Total Annu	al Hardware Maintenance Fees: 3-Year Term		\$18,751.40

Qty	Description	Annual Maintenance Fee Per Unit: 5-Year Term	Annual Maintenance Fee In Total: 5-Year Term
0	iVotronic ADA		\$0.00
0	iVotronic Supervisor		\$0.00
0	iVotronic Voter		\$0.00
1	Model 650	\$2,986.50	\$2,986.50
31	Model 100	\$220.94	\$6,849.14
0	Model DS850		\$0.00
0	Model DS200		\$0.00
28	AutoMARK	\$318.42	\$8,915.76
Total Annu	al Hardware Maintenance Fees: 5-Year Term		\$18,751.40

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

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 4: Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated according to Article I, Section 1.

Note 5: Should Customer elect a 3-year or 5-year term, ES&S will provide Customer with a 10% discount off the then current coding fees for the term of the Agreement.

Listed below are the Unity Software Modules for which Software License, Maintenance and Support will be provided:

Description	Support Provided and Number of Licenses
Software - BIM	
Software - BOD	
Software - DAM	1
Software - EDM	
Software - ERM	1
Software - HPM	1
Software - IVIM	

ES&S Annual Software Maintenance and Support Fees for the Initial Term shall be as follows:

Annual Firmware	Annual Firmware	Annual Firmware
Maintenance and	Maintenance and	Maintenance and
Support Fees	Support Fees	Support Fees
1-Year Term	3-Year Term	5-Year Term
\$2,356.56	\$2,356.56	\$2,356.56

Annual Software Maintenance and Support Fees	Annual Software Maintenance and Support Fees	Annual Software Maintenance and Support Fees
1-Year Term	3-Year Term	5-Year Term
\$7,006.80	\$7,006.80	\$7,006.80

Payment Terms: Hardware, Firmware, and Software Maintenance and Support Fees are due and payable no later than thirty (30) days prior to the beginning of each maintenance and support period. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than the purchase of a new ES&S tabulation system, Customer hereby agrees to promptly pay a balance due charge of the difference between the 1-Year Term fees and the fees applied to the Hardware, Firmware, and Software Maintenance and Support Fees invoiced to the Customer up through the date of such early termination.

The parties hereby agree that this Purchase Order and the Hardware Maintenance and Software Maintenance and Support Services General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of Hardware Maintenance and Software Maintenance and Support Services. Further, the undersigned Customer hereby agrees to purchase such Hardware Maintenance and Software Maintenance and Support Services from ES&S as set forth herein. The undersigned Customer hereby agrees to the Hardware Maintenance and Software Maintenance and Support Services General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the County/State as set forth above.

ES&S Signature	Date	Customer Signature	Date
Print Name		Print Name	
Title	•	Title	
Customer Contact Person	Watauga County Matthew Snyder		
Address City	PO Box 528 Boone		
State/Province	North Carolina		
Zip Phone number	28607-0528 828-265-8061		

# ELECTION SYSTEMS & SOFTWARE, LLC HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES GENERAL TERMS

#### ARTICLE I GENERAL

- 1. Term; Termination. This Agreement for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described on the attached Hardware Maintenance and Software maintenance and Support Services Purchase Order ("Purchase Order"), attached hereto and fully incorporated herein by this reference (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) below.
- In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on the Purchase Order for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (i) a fee for the Software Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

#### ARTICLE II HARDWARE

1. <u>Maintenance Services.</u> The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on the Purchase Order is set forth on the Purchase Order (the "Products") and shall be subject to the following terms and conditions and those set forth on <u>Attachment 1</u>:

An ES&S Representative shall provide such a. **Routine Maintenance Services.** services as may be necessary to keep the Products in Normal Working Condition ('Routine Maintenance Services") once each Twelve Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Purchase Order and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on the Purchase Order as "depot repair only" shall only be provided pursuant to Section 1(b) below.

#### b. Repair Services.

- i. <u>Defects Under Normal Use and Service.</u> If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Agreement will be performed at Customer's Designated Location.
- ii. <u>Defects Due to Customer Actions or Omissions.</u> If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.
- iii. <u>Timing.</u> The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on the Purchase Order.
- iv. <u>Loaner Unit.</u> At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

- ES&S has no obligation under this Agreement to (i) assume the **Exclusions.** c. obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.
- d. <u>Sole Provider; Access.</u> Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.
- e. <u>Storage.</u> When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.
- f. Reinstatement of Hardware Maintenance Services; Inspection. If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

# ARTICLE III SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 1. <u>Services Provided.</u> ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on <a href="Attachment 1.">Attachment 1.</a>
- 2. <u>Updates.</u> During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and

installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

- Gonditions. ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 4 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.
- 4. <a href="Proprietary Rights">Proprietary Rights</a>. ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.
- 5. Reinstatement of Software Maintenance and Support. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

# ARTICLE IV MISCELLANEOUS

1. <u>Taxes; Interest.</u> Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be

liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

- 2. <u>Limitation of Liability.</u> Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within one (1) year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance and Software Maintenance and Support Services.
- 3. <u>Excusable Nonperformance.</u> If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.
- 4. <u>Notice.</u> Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.
- 5. Entire Agreement. This Agreement, including the Purchase Order and Attachment 1 (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, USA, without regard to its conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.
- 6. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

#### Attachment 1

#### Hardware Maintenance Services Provided by ES&S Under the Agreement

- 1. Telephone support.
  - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
  - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
- 2. Issue Resolution. (to be provided on a limited basis)
  - ES&S will provide Hardware issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
- 3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
- 4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of equipment.
    - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.
- 5. Repair Services.
  - Customer receives coverage for interim repair calls.
    - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

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

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

#### Software Maintenance and Support Services Provided by ES&S Under the Agreement

- 1. Telephone support.
  - ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
  - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
- 2. Issue Resolution. (to be provided on a limited basis)
  - ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
- 3. ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

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

# <u>Software Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities</u>

- 1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

- Customer shall have the ability to change the stick batteries on the iVotronic system and the
  pick belts on the Model 650. Any other changes made by the customer must be preapproved in writing by ES&S.
- Customer shall have the ability to store equipment in accordance with ES&S requirements.
- 2. Customer shall have reviewed a complete set of User Manuals.
- 3. Customer shall have reviewed Training Checklists.
- 4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
- 5. Customer shall be responsible for data extraction from Customer VR system.
- 6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise.
- 7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
- 8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of ES&S software or hardware.
- 9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
- 10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

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#### **AGENDA ITEM 6:**

#### 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 June 2017

	Current Month Collections	Current Month Percentage	Current FY Collections	Current FY Percentage	Previous FY Percentage
General County		· · · · · · · · · · · · · · · · · · ·			
Taxes 2016	89,505.09	22.27%	26,633,132.19	98.90%	98.76%
Prior Year Taxes	50,378.40		596,784.64		
Solid Waste User Fees	17,726.17	18.04%	2,512,127.91	97.95%	97.44%
Green Box Fees	1,354.93	NA	10,798.90	NA	NA
Total County Funds	\$158,964.59		\$29,752,843.64		
Fire Districts					
Foscoe Fire	2,024.36	25.58%	455,990.05	98.99%	99.14%
Boone Fire	5,004.37	28.81%	880,732.52	98.96%	98.60%
Fall Creek Service Dist.	57.56	29.15%	9,602.64	98.60%	96.64%
Beaver Dam Fire	658.38	16.59%	104,094.12	98.33%	97.81%
Stewart Simmons Fire	415.64	11.42%	126,484.97	98.87%	98.55%
Zionville Fire	823.16	12.83%	111,467.04	97.38%	97.46%
Cove Creek Fire	874.59	13.06%	234,929.00	98.02%	97.99%
Shawneehaw Fire	381.82	8.81%	95,554.73	99.32%	98.34%
Meat Camp Fire	1,474.69	11.83%	200,127.09	96.76%	97.31%
Deep Gap Fire	3,185.70	28.08%	186,543.58	98.57%	98.10%
Todd Fire	539.82	43.49%	61,400.17	99.02%	99.03%
Blowing Rock Fire	2,115.60	22.99%	467,595.80	98.97%	98.77%
M.C. Creston Fire	107.10	18.89%	6,464.26	93.05%	92.44%
Foscoe Service District	709.02	29.26%	70,590.28	99.32%	98.77%
Beech Mtn. Service Dist.	3.65	0.92%	1,447.35	98.17%	99.85%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	52.61	11.78%	6,135.50	93.92%	93.68%
	\$18,370.51		\$3,009,880.61		
<u>Towns</u>					
Boone	14,557.47	28.71%	5,717,586.10	99.64%	99.41%
Municipal Services	14,337.47	47.35%	130,283.40	99.90%	99.41%
Boone MV Fee	0.00	47.33% NA	2,092.77	99.90% NA	99.06% NA
Blowing Rock	0.00	NA NA	2,465.40	NA NA	NA NA
Seven Devils	0.00	NA NA	1,532.21	NA NA	
Beech Mountain		NA NA			NA NA
Decen Monnian	0.00	INA	5,036.65	NA	NA
Total Town Taxes	\$14,673.41		\$5,858,996.53		
Total Amount Collected	\$192,008.51		\$38,621,720.78		

Tax Collections Director

\_Tax Administrator

### **AGENDA ITEM 6:**

### TAX MATTERS

B. Refunds and Releases

# **MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Reports.

Board action is required to accept the Refunds and Releases Reports.



| WATAUGA COUNTY | RELEASES - 06/01/2017 TO 06/30/2017

P 1 tncrarpt

		CAT YEAR PROPERTY	BILL	EFF DATE		VALUE				
OWNER	NAME AND ADDRESS	REASON			REF NO		CHARGE	AMOUNT		
1591111	ANDREW C BERRY DBA BZB PRODUCTIONS 10838 KINGS RD	PP 2013 591111999 TAX RELEASES OUT OF BUSIN		06/30/2017 F02	6117	0	G01 F02	43.57 6.96 50.53		
	MYRTLE BEACH, SC 29572-6070									
1543467	APPALACHIAN ANGLER GUIDE SEV 174 OLD SHULLS MILL ROAD	PP 2016 543467999 TAX RELEASES		06/30/2017 F01	6119	0	G01 F01	1.91		
	BOONE, NC 28607	OUT OF BUSIN	ESS					2.22		
1502776	BENTLEY, CAROLE P.O. BOX 2103	RE 2015 1991-60-4908 TAX RELEASES	-001	06/30/2017 F02	6121	0	F02 G01 SWF	9.50 59.47 80.00		
	BOONE, NC 28607-2103	MOBILE HOME	DEMOLI	SHED			_	148.97		
1502776	BENTLEY, CAROLE P.O. BOX 2103	RE 2016 1991-60-4908 TAX RELEASES	-001	06/30/2017 F02	6120	0	F02 G01 SWF	11.40 59.47 80.00		
	BOONE, NC 28607-2103	MOBILE HOME		SHED			_	150.87		
1633378	EXERSCIENCE INC.  1434 HWY 105 STE 1 BOONE, NC 28607	PP 2015 633378999 TAX RELEASES OUT OF BUSIN		06/30/2017 C02	6113	0	G01 C02 G01L C02L	58.66 76.83 5.87 7.68		
	BOOKE, NC 20007							149.04		
1633378	EXERSCIENCE INC. 1434 HWY 105	PP 2016 633378999 TAX RELEASES		06/30/2017 C02	6114	0	G01 C02	53.87 70.56		
	STE 1 BOONE, NC 28607	OUT OF BUSINES	ESS					124.43		
1612503	FIRST THINGS FIRST, INC	PP 2015 612503999	3281	06/30/2017 C02		0	G01 C02	23.01 30.14		
	820 STATE FARM RD BOONE, NC 28607	TAX RELEASES BUSINESS CLO		002	6111		_	53.15		
1612503	FIRST THINGS FIRST, INC	PP 2016	3389	06/30/2017		0	G01	20.60		
	820 STATE FARM RD	612503999 TAX RELEASES		TAX RELEASES		C02	6112		C02 _	26.98 47.58
	BOONE, NC 28607	_ 55211.155 510						17.30		



| WATAUGA COUNTY | RELEASES - 06/01/2017 TO 06/30/2017

P 2 tncrarpt

		CAT YEAR PROPERTY	BILL	EFF	DATE JUR		VALUE		
OWNER NAME AND ADDRESS		REASON				REF NO		CHARGE	TRUOMA
1614425 TESTER, APRIL		PP 2015	3336	06/30	0/2017		0	SWF	80.00
168 MONTEAGLE DRIVE		614425999 TAX RELEASES BILLED UNDER		WNEB	F02	6115		G01 F02 G01L	10.02 1.60 1.00
BOONE, NC 28607		MANUEL LICON		WINDIC				F02L	.16
									92.78
1614425 TESTER, APRIL		PP 2016 614425999	3440	06/30	0/2017 F02		0	SWF G01	80.00 10.02
168 MONTEAGLE DRIVE		TAX RELEASES BILLED UNDER		MNEB	102	6116		F02 G01L	1.92 1.00
BOONE, NC 28607		MANUEL LICON		WINDIC				F02L	.19
									93.13
DETAIL SUMMARY	COUNT: 10	REI	EASES	- TOI	ΓAL		0		912.70

WATAUGA COUNTY RELEASES - 06/01/2017 TO 06/30/2017 P 3

#### RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE			AMOUNT	
		F02 G01	BOONE FIRE PP WATAUGA COUNTY PP		6.96 43.57	
				TOTAL		
	RE RE PP PP PP PP PP	F02 G01 SWF C02 C02L F02 F02L G01 G01L SWF	BOONE FIRE RE WATAUGA COUNTY RE SANITATION USER FEE BOONE PP BOONE LATE LIST BOONE FIRE PP BOONE FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST SANITATION USER FEE		9.50 59.47 80.00 106.97 7.68 1.60 .16 91.69 6.87 80.00	
				TOTAL		
2016 2016 2016 2016 2016 2016 2016 2016	RE PP PP PP PP PP	F02 G01 SWF C02 F01 F02 F02L G01 G01L SWF	BOONE FIRE RE WATAUGA COUNTY RE SANITATION USER FEE BOONE PP FOSCOE FIRE PP BOONE FIRE PP BOONE FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST SANITATION USER FEE		11.40 59.47 80.00 97.54 .31 1.92 .19 86.40 1.00 80.00	
				TOTAL		
			SUMMARY	TOTAL	912.70	



WATAUGA COUNTY RELEASES - 06/01/2017 TO 06/30/2017 P 4

#### RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR YEAR	CHARGE			AMOUNT
C02 2015	C02L G01 G01L C02	BOONE PP BOONE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST BOONE PP WATAUGA COUNTY PP		106.97 7.68 81.67 5.87 97.54 74.47
		C02	TOTAL	374.20
F01 2016 F01 2016	F01 G01	FOSCOE FIRE PP WATAUGA COUNTY PP		.31 1.91
		F01	TOTAL	2.22
F02 2015 F02 2015 F02 2015 F02 2016 F02 2016 F02 2016 F02 2016	G01 F02 F02L G01 G01L SWF	BOONE FIRE PP WATAUGA COUNTY PP BOONE FIRE PP BOONE FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST SANITATION USER FEE BOONE FIRE PP BOONE FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST SANITATION USER FEE		6.96 43.57 11.10 .16 69.49 1.00 160.00 13.32 .19 69.49 1.00 160.00
		F02	TOTAL	536.28
		SUMMARY	TOTAL	912.70

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#### **AGENDA ITEM 6**:

#### TAX MATTERS

C. Annual Settlement of Tax Collector

#### **MANAGER'S COMMENTS:**

Per G.S. 105-373, an annual settlement of the Tax Collector is required to be prepared and submitted to the Board of Commissioners for review and approval. Mr. Warren will be present to discuss the settlement and answer any questions from the Board.

Board action is required for approval.

#### MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS

FROM: LARRY WARREN, TAX ADMINISTRATOR

SUBJECT: ANNUAL SETTLEMENT OF TAX COLLECTOR IN ACCORDANCE

WITH G.S. 105-373

DATE: July 18, 2017

THIS ANNUAL SETTLEMENT OF THE TAX COLLECTOR AS PREPARED BY LARRY WARREN, TAX ADMINISTRATOR, IS SUBMITTED FOR YOUR REVIEW AND APPROVAL. UPON YOUR APPROVAL, THIS SETTLEMENT SHALL BE ENTERED IN FULL UPON THE MINUTES OF THIS MEETING OF THIS GOVERNING BODY.

ATTACHMENT: SETTLEMENT

#### OATH AS TO DILIGENT EFFORT TO COLLECT TAXES

N.C.G.S. 105-373

I, LARRY WARREN, DO SOLEMNLY SWEAR THAT SINCE THE DATE OF MY APPOINTMENT AS WATAUGA COUNTY TAX ADMINISTRATOR, I HAVE MADE DILIGENT EFFORTS TO COLLECT THE TAXES DUE FROM TAXPAYERS OWNING REAL AND PERSONAL PROPERTY AND WHOSE TAXES FOR THE PRECEDING FISCAL YEAR REMAIN UNPAID.

THAT I HAVE DILIGENTLY ENDEAVORED TO COLLECT TAXES OUT OF THE PERSONAL PROPERTY OF TAXPAYERS THROUGH ATTACHMENT AND GARNISHMENT AND BY OTHER MEANS AVAILABLE.

THAT EFFORTS HAVE BEEN MADE TO COLLECT IN SPECIAL CASES SUCH AS BANKRUPTCY AND FROM ESTATES AND IN OTHER UNUSUAL CASES.

THAT I HAVE MADE EFFORTS TO ESTABLISH PAYMENT SCHEDULES FOR TAXPAYERS FACING FINANCIAL HARDSHIPS OR OTHER UNUSUAL CIRCUMSTANCES.

THAT INFORMATION CONCERNING TAXPAYERS IS ON FILE IN THE WATAUGA COUNTY TAX OFFICE.

	LARRY WARREN, TAX ADMINISTRATO	R
OATH ADMINISTERED BY:	(NAME)	
	(TITLE)	
DATE		

Annual Settle	ement of $\cent{T}$	Fax Collector	BOONE MV FEE
FY_	2016	in accordance with G.S.	. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged thim and all amounts subsequently charged on according of discoveries.	0	
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	•	
C.	All other sums charged and debits.	\$	
	TOTAL CHA	RGE \$	
TAX COLL	ECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited him to the credit of the taxing unit or receipted for be a proper official of the unit.		
В.	Interest.	\$	
C.	The principal amount of taxes included in the insolution list determined in accordance with G.S. 105-373 (a) (2).	vent \$	
D.	Releases duly allowed by the governing body.	\$	
E.	Discounts allowed by law.	\$	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	
	TOTAL CRE	EDIT \$	
	GE OF UNCOLLECTED CURRENT YEAR TAXES II ANCE WITH G.S. 105-373 (a) (4).	۱ \$ <sub>.</sub>	
	TOTAL	\$	

	Annual Settlement of Tax Collector FY in accordance	with G.S. 105-373 (a)	(3)	
TAX COL	LECTOR'S CHARGE			
Α.	Total amount of all taxes in his hands for the year, including amounts origin him and all amounts subsequently chof discoveries.	ally charged to	\$	
B.	All penalties, interest, and costs colle connection with taxes for the current		\$	
C.	All other sums charged and debits.		\$	
		TOTAL CHARGE	\$	0.00
TAX COL	LECTOR'S CREDIT			
A.	All sums representing taxes for the year him to the credit of the taxing unit or a proper official of the unit.		\$	
В.	Interest.		\$	
C.	The principal amount of taxes include list determined in accordance with G.S. 105-373 (a) (2).	ed in the insolvent	\$	
D.	Releases duly allowed by the govern	ing body.	\$	
E.	Discounts allowed by law.		\$	
F.	Commission (if any) lawfully payable Tax Collector as compensation.	to the	\$	
		TOTAL CREDIT	\$	0.00
	GE OF UNCOLLECTED CURRENT YE	EAR TAXES IN	r.	
ACCORD	ANCE WITH G.S. 105-373 (a) (4).		\$	
		TOTAL	\$	0.00

### Annual Settlement of Tax Collector WATAUGA COUNTY FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 26,761,568.50
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 61,792.79
C.	All other sums charged and debits.	\$ 159,332.55
	TOTAL CHARGE	\$ 26,982,693.84
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ 26,972,347.05
B.	Interest.	\$ 61,792.79
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ (347,098.57)
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 26,687,041.27
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 295,652.57
	TOTAL	\$ 26,982,693.84

### Annual Settlement of Tax Collector TOWN OF BOONE FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 5,679,793.69
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 9,909.24
C.	All other sums charged and debits.	\$ 18,786.36
	TOTAL CHARGE	\$ 5,708,489.29
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ 5,646,667.58
В.	Interest.	\$ 9,909.24
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 31,314.72
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 5,687,891.54
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 20,597.75
	TOTAL	\$ 5,708,489.29

Annual Sett	lement of	Tax Collector	TOWN OF BLOWING ROCK
FY	2016	in accordance	with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for for the year, including amounts originally him and all amounts subsequently charge of discoveries.	charged to	\$
В.	All penalties, interest, and costs collected connection with taxes for the current year		\$
C.	All other sums charged and debits.		\$
	ТС	OTAL CHARGE	\$
TAX COLL	ECTOR'S CREDIT		
A.	All sums representing taxes for the year him to the credit of the taxing unit or rece a proper official of the unit.		\$
В.	Interest.		\$
C.	The principal amount of taxes included in list determined in accordance with G.S. 105-373 (a) (2).	n the insolvent	\$
D.	Releases duly allowed by the governing	body.	\$
E.	Discounts allowed by law.		\$
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	he	\$
	TC	OTAL CREDIT	\$
	GE OF UNCOLLECTED CURRENT YEAR ANCE WITH G.S. 105-373 (a) (4).	TAXES IN	\$
	TC	DTAL	\$

Annual Set	tlement of	Tax Collector	TOWN OF SEVEN DEVILS
F`	Y 2016	in accordance	with G.S. 105-373 (a) (3)

<u>TAX</u>	COL	<u>LECT</u>	OR'S	<u>CHARGE</u>

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged thim and all amounts subsequently charged on according of discoveries.	0	
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	•	
C.	All other sums charged and debits.	\$	
	TOTAL CHA	RGE \$	
TAX COLL	ECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited him to the credit of the taxing unit or receipted for be a proper official of the unit.		
В.	Interest.	\$	
C.	The principal amount of taxes included in the insolution list determined in accordance with G.S. 105-373 (a) (2).	vent \$	
D.	Releases duly allowed by the governing body.	\$	
E.	Discounts allowed by law.	\$	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	
	TOTAL CRE	EDIT \$	
	GE OF UNCOLLECTED CURRENT YEAR TAXES II ANCE WITH G.S. 105-373 (a) (4).	۱ \$ <sub>.</sub>	
	TOTAL	\$	

Annual Set	tlement of 1	Tax Collector	TOWN OF BEECH MOUNTAIN
F	2016	in accordance	e with G.S. 105-373 (a) (3)

<u>TAX</u>	COL	<u>LECT</u>	OR'S	CHAF	₹GE

A.	Total amount of all taxes in his hands to for the year, including amounts origina him and all amounts subsequently characteristics.	lly charged to	\$
B.	All penalties, interest, and costs collect connection with taxes for the current years.		\$
C.	All other sums charged and debits.		\$
		TOTAL CHARGE	\$
TAX COLI	_ECTOR'S CREDIT		
A.	All sums representing taxes for the year him to the credit of the taxing unit or re a proper official of the unit.		\$_
В.	Interest.		\$
C.	The principal amount of taxes included list determined in accordance with G.S. 105-373 (a) (2).	d in the insolvent	\$
D.	Releases duly allowed by the governin	ng body.	\$
E.	Discounts allowed by law.	•	\$
F.	Commission (if any) lawfully payable to Tax Collector as compensation.	o the	\$
		TOTAL CREDIT	\$
_	GE OF UNCOLLECTED CURRENT YEA ANCE WITH G.S. 105-373 (a) (4).	AR TAXES IN	\$
		TOTAL	\$_

Annual Settlement of Tax Collector FOSCOE FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	447,597.06
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	906.72
C.	All other sums charged and debits.	\$	3,976.48
	TOTAL CHARGE	\$	452,480.26
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	446,801.08
В.	Interest.	\$ \$	906.72
C.	The principal amount of taxes included in the insolvent	· <u> </u>	
	list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	203.48
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$ <u></u>	447,911.28
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	4,568.98
	TOTAL	•	450 400 00
	TOTAL	\$ <u></u>	452,480.26

Annual Settlement of Tax Collector BOONE FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 867,658.49
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 1,990.11
C.	All other sums charged and debits.	\$ 3,261.45
	TOTAL CHARGE	\$ 872,910.05
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ 859,839.38
B.	Interest.	\$ 1,990.11
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 2,029.88
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 863,859.37
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 9,050.68
	TOTAL	\$ 872,910.05

Annual Settlement of Tax Collector FALL CREEK SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$ 8,028.86
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ 33.42
C.	All other sums charged and debits.		\$ 1,365.10
	TOTAL CHAR	GE	\$ 9,427.38
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by		
	him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$ 9,212.80
B.	Interest.		\$ 33.42
C.	The principal amount of taxes included in the insolver list determined in accordance with G.S. 105-373 (a) (2).		\$ NA
<b>D</b>			 
D.	Releases duly allowed by the governing body.		\$ 49.94
E.	Discounts allowed by law.		\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ NA
	TOTAL CRED	ΙΤ	\$ 9,296.16
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).		\$ 131.22
	TOTAL		\$ 9,427.38

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 99,803.67
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 326.23
C.	All other sums charged and debits.	\$ 462.20
	TOTAL CHARGE	\$ 100,592.10
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ 98,572.12
В.	Interest.	\$ 326.23
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 20.94
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 98,919.29
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 1,672.81
	TOTAL	\$ 100,592.10

Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charge him and all amounts subsequently charged on of discoveries.	jed to	\$ 122,940.46
B.	All penalties, interest, and costs collected by his connection with taxes for the current year.	im in	\$ 344.03
C.	All other sums charged and debits.		\$ 2,315.30
	TOTAL	CHARGE	\$ 125,599.79
TAX COL	_ECTOR'S CREDIT		
A.	All sums representing taxes for the year depos him to the credit of the taxing unit or receipted a proper official of the unit.		\$ 123,659.36
B.	Interest.		\$ 344.03
C.	The principal amount of taxes included in the inlist determined in accordance with G.S. 105-373 (a) (2).	nsolvent	\$ NA
D.	Releases duly allowed by the governing body.		\$ 183.82
E.	Discounts allowed by law.		\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ NA
	TOTAL	CREDIT	\$ 124,187.21
	GE OF UNCOLLECTED CURRENT YEAR TAXI ANCE WITH G.S. 105-373 (a) (4).	ES IN	\$ 1,412.58
	TOTAL		\$ 125,599.79

Annual Settlement of Tax Collector ZIONVILLE FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 107,757.16
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 317.91
C.	All other sums charged and debits.	\$ 1,512.85
	TOTAL CHARGE	\$ 109,587.92
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by	
	a proper official of the unit.	\$ 105,898.09
B.	Interest.	\$ 317.91
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 525.37
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 106,741.37
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 2,846.55
	TOTAL	\$ 109,587.92

Annual Settlement of Tax Collector COVE CREEK FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	228,562.07
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	619.00
C.	All other sums charged and debits.	\$	1,858.33
	TOTAL CHARGE	\$ <u></u>	231,039.40
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	225,465.56
В.	Interest.	\$	619.00
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	392.75
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	226,477.31
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	4,562.09
	TOTAL	\$	231,039.40

Annual Settlement of Tax Collector SHAWNEEHAW FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	92,565.90
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	249.29
C.	All other sums charged and debits.	\$	469.45
	TOTAL CHARGE	\$	93,284.64
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	92,310.34
В.	Interest.	\$ \$	249.29
C.	The principal amount of taxes included in the insolvent list determined in accordance with	· ·	
	G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	89.99
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	92,649.62
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	635.02
	TOTAL	\$	93,284.64

Annual Settlement of Tax Collector MEAT CAMP FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 197,992.70
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 622.39
C.	All other sums charged and debits.	\$ 1,505.10
	TOTAL CHARGE	\$ 200,120.19
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ 192,814.00
В.	Interest.	\$ 622.39
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 223.65
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 193,660.04
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 6,460.15
	TOTAL	\$ 200,120.19

Annual Settlement of Tax Collector DEEP GAP FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	178,278.09
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	525.30
C.	All other sums charged and debits.	\$	2,080.35
	TOTAL CHARGE	\$	180,883.74
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	177,497.20
В.	Interest.	\$\$	525.30
C.	The principal amount of taxes included in the insolvent list determined in accordance with		
	G.S. 105-373 (a) (2).	\$	NA NA
D.	Releases duly allowed by the governing body.	\$	291.52
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	178,314.02
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	2,569.72
	TOTAL	\$	180,883.74

Annual Settlement of Tax Collector TODD FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on accour of discoveries.	ıt \$		60,881.00
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$		143.61
C.	All other sums charged and debits.	\$		215.39
	TOTAL CHARC	GE \$		61,240.00
TAX COL	LECTOR'S CREDIT			
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by			
	a proper official of the unit.	·		60,372.52
B.	Interest.	\$		143.61
C.	The principal amount of taxes included in the insolven list determined in accordance with G.S. 105-373 (a) (2).	t \$	NA	
D.	Releases duly allowed by the governing body.	\$		123.48
E.	Discounts allowed by law.	\$	NA	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA	
	TOTAL CREDI	т \$		60,639.61
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$		600.39
	TOTAL	<b>ሱ</b>		61 240 00
	TOTAL	Ф		61,240.00

Annual Settlement of Tax Collector BLOWING ROCK FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	458,882.33
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,125.26
C.	All other sums charged and debits.	\$	3,083.35
	TOTAL CHARGE	\$	463,090.94
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by	\$	45C 671 94
В.	a proper official of the unit.  Interest.	\$\$	456,671.84 1,125.26
Б. С.	The principal amount of taxes included in the insolvent	Φ	1,125.20
C.	list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	539.36
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	458,336.46
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	4,754.48
	TOTAL	\$	463,090.94

### Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on accour of discoveries.			6,232.12
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$		23.12
C.	All other sums charged and debits.	\$		0.00
	TOTAL CHARG	GE \$		6,255.24
TAX COL	LECTOR'S CREDIT			
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by	_		
_	a proper official of the unit.			5,784.21
B.	Interest.	\$		23.12
C.	The principal amount of taxes included in the insolver list determined in accordance with G.S. 105-373 (a) (2).	t \$	NA	
D.	Releases duly allowed by the governing body.	\$		15.75
E.	Discounts allowed by law.	\$	NA	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA	
	TOTAL CREDI	Т \$		5,823.08
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$		432.16
	TOTAL	\$		6,255.24

Annual Settlement of Tax Collector MUNICIPAL SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	131,210.24
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	372.33
C.	All other sums charged and debits.	\$	0.00
	TOTAL CHARGE	\$	131,582.57
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	129,408.64
В.	Interest.	\$ \$	372.33
C.	The principal amount of taxes included in the insolvent list determined in accordance with		
	G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	1,674.60
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	131,455.57
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	127.00
	TOTAL	\$	131,582.57

Annual Settle	ement of <sup>-</sup>	Γax Collector	GREEN BOX FEES
FY	2016	in accordance with G.S	s. 105-373 (a) (3)

|--|

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged thim and all amounts subsequently charged on according of discoveries.	0	
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	•	
C.	All other sums charged and debits.	\$	
	TOTAL CHA	RGE \$	
TAX COLL	ECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited him to the credit of the taxing unit or receipted for be a proper official of the unit.		
В.	Interest.	\$	
C.	The principal amount of taxes included in the insolution list determined in accordance with G.S. 105-373 (a) (2).	vent \$	
D.	Releases duly allowed by the governing body.	\$	
E.	Discounts allowed by law.	\$	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	
	TOTAL CRE	EDIT \$	
RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).			
	TOTAL	\$	

Annual Settlement of Tax Collector LANDFILL FEES FY 2016 in accordance with G.S. 105-373 (a) (3) SOLID WASTE USER FEE TAX COLLECTOR'S CHARGE A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. \$ 2,482,932.00 B. All penalties, interest, and costs collected by him in \$ 6,443.45 connection with taxes for the current year. \$ 0.00 C. All other sums charged and debits. TOTAL CHARGE \$ 2,489,375.45 TAX COLLECTOR'S CREDIT All sums representing taxes for the year deposited by Α. him to the credit of the taxing unit or receipted for by a proper official of the unit. \$ 2,427,233.53 B. Interest. C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2). \$ NA \$\_\_\_\_\_4,969.46 D. Releases duly allowed by the governing body. \$ NA E. Discounts allowed by law. F. Commission (if any) lawfully payable to the Tax Collector as compensation. \$ NA TOTAL CREDIT \$ 2,438,646.44 RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). 50,729.01 TOTAL \$ 2,489,375.45

Annual Settlement of Tax Collector FOSCOE SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	69,691.14
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	121.24
C.	All other sums charged and debits.	\$	183.20
	TOTAL CHARGE	\$	69,995.58
TAX COL	LECTOR'S CREDIT		
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	69,397.65
В.	Interest.	\$\$	121.24
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	 \$	NA
D.	Releases duly allowed by the governing body.	\$	0.42
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
	TOTAL CREDIT	\$	69,519.31
_	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$	476.27
	TOTAL	\$	69,995.58

Annual Settlement of Tax Collector BEECH MTN. SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ 1,469.84
В.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ 0.99
C.	All other sums charged and debits.	\$ 0.00
	TOTAL CHARGE	\$ 1,470.83
TAX COL	LECTOR'S CREDIT	
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by	
	a proper official of the unit.	\$ 1,442.95
B.	Interest.	\$ 0.99
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ NA
D.	Releases duly allowed by the governing body.	\$ 0.02
E.	Discounts allowed by law.	\$ NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ NA
	TOTAL CREDIT	\$ 1,443.96
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$ 26.87
	TOTAL	\$ 1,470.83

Annual Settlement of Tax Collector COVE CREEK SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

for the year, in	of all taxes in his hands for concluding amounts originally changed .	arged to	\$	324.15
•	nterest, and costs collected by th taxes for the current year.	y him in	\$	0.00
C. All other sums	charged and debits.		\$	0.00
	ТОТА	AL CHARGE	\$	324.15
TAX COLLECTOR'S CRE	<u>EDIT</u>			
	esenting taxes for the year der dit of the taxing unit or receipt			
a proper officia		•	\$	324.15
B. Interest.			\$	0.00
	amount of taxes included in th d in accordance with (a) (2).	e insolvent	\$ NA	
	allowed by the governing boo	dy.	\$	0.00
E. Discounts allo	wed by law.		\$ NA	
	if any) lawfully payable to the as compensation.		\$ NA	
	ТОТА	AL CREDIT	\$	324.15
RECHARGE OF UNCOLI ACCORDANCE WITH G.	LECTED CURRENT YEAR TA S. 105-373 (a) (4).	AXES IN	\$	0.00
	TOTA	AL	\$ 	324.15

Annual Settlement of Tax Collector SHAWNEEHAW SERVICE DISTRICT FY 2016 in accordance with G.S. 105-373 (a) (3)

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on accour of discoveries.			5,982.19
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$		49.28
C.	All other sums charged and debits.	\$		169.30
	TOTAL CHARG	GE \$		6,200.77
TAX COL	LECTOR'S CREDIT			
A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by			
	a proper official of the unit.			5,773.73
B.	Interest.	\$		49.28
C.	The principal amount of taxes included in the insolver list determined in accordance with G.S. 105-373 (a) (2).	nt \$	NA	
D.	Releases duly allowed by the governing body.	\$		3.87
E.	Discounts allowed by law.	\$	NA	
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA	
	TOTAL CREDI	Т \$		5,826.88
	GE OF UNCOLLECTED CURRENT YEAR TAXES IN ANCE WITH G.S. 105-373 (a) (4).	\$		373.89
	TOTAL	\$		6,200.77

## ANNUAL SETTLEMENT OF TAX COLLECTOR BOONE MV FEE

Prior year FY 2015-2016 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 2,093.74
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 2,084.94
В.	2006 taxes writ	ten off	\$ NA
C.	Adjustments		\$ 0.00
		TOTAL CREDITS	\$ 2,084.94
Prior Year	Taxes @ <u>6/30/17</u>	<u> </u>	\$ 8.80
		TOTAL	\$ 2,093.74

## ANNUAL SETTLEMENT OF TAX COLLECTOR WATAUGA COUNTY

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 1,143,676.37
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	\$ 410,806.40	
В.	2006 taxes written off		\$ 33,226.97
C.	Adjustments		\$ 108,480.43
		TOTAL CREDITS	\$ 552,513.80
Prior Year Taxes @ 6/30/17			\$ 591,162.57
		TOTAL	\$ 1,143,676.37

#### ANNUAL SETTLEMENT OF TAX COLLECTOR

#### TOWN OF BOONE

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 135,531.27
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 38,966.99
В.	2006 taxes written off		\$ 8,193.34
C.	Adjustments		\$ 16,854.55
		TOTAL CREDITS	\$ 64,014.88
Prior Year Taxes @6/30/17_			\$ 71,516.39
		TOTAL	\$ 135,531.27

### ANNUAL SETTLEMENT OF TAX COLLECTOR

#### TOWN OF BLOWING ROCK

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A	۹.	Prior Years Taxes	2006-2015	\$	3,094.14
TAX C	COLL	ECTOR'S CREDIT			
,	^	Callagtiana and Dalaga		Φ.	0.00
F	Α.	Collections and Releas	Ses	\$	0.00
E	В.	2006 taxes written off		\$	364.33
,	_	A discontinuo a mata		Φ.	0.405.40
(	Э.	Adjustments		\$	2,465.40
			TOTAL CREDITS	\$	2,829.73
Prior Year Taxes @ 6/30/17			\$	264.41	
			•		
			TOTAL	\$	3,094.14

## ANNUAL SETTLEMENT OF TAX COLLECTOR TOWN OF SEVEN DEVILS

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 1,914.66
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ses	\$ 0.00
В.	2006 taxes written off		\$ 382.45
C.	C. Adjustments		\$ 1,532.21
		TOTAL CREDITS	\$ 1,914.66
Prior Year Taxes @6/30/17_			\$ 0.00
		TOTAL	\$ 1,914.66

#### ANNUAL SETTLEMENT OF TAX COLLECTOR

#### TOWN OF BEECH MOUNTAIN

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 5,492.50
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 114.41
В.	2006 taxes writ	tten off	\$ 522.90
C.	Adjustments		\$ 4,853.42
		TOTAL CREDITS	\$ 5,490.73
Prior Yea	r Taxes @ <u>6/30/17</u>	_	\$ 1.77
		TOTAL	\$ 5,492.50

### ANNUAL SETTLEMENT OF TAX COLLECTOR FOSCOE FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 15,664.54
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 5,459.87
В.	2006 taxes writ	ten off	\$ 44.03
C.	Adjustments		\$ 1,899.76
	•		,
		TOTAL CREDITS	\$ 7,403.66
Prior Year	Taxes @ <u>6/30/17</u>	<u>_</u>	\$ 8,260.88
		TOTAL	\$ 15,664.54

### ANNUAL SETTLEMENT OF TAX COLLECTOR BOONE FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 32,570.19
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 11,133.04
B.	2006 taxes writ	tten off	\$ 305.08
C.	Adjustments		\$ 3,436.32
		TOTAL CREDITS	\$ 14,875.04
Prior Year	Taxes @ <u>6/30/17</u>		\$ 17,695.15
		TOTAL	\$ 32,570.19

# ANNUAL SETTLEMENT OF TAX COLLECTOR FALL CREEK SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 440.16
TAX COLL	ECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 330.73
В.	2006 taxes writ	ten off	\$ 0.00
C.	Adjustments		\$ 0.32
	•		
		TOTAL CREDITS	\$ 331.05
Prior Year	Taxes @ <u>6/30/17</u>	_	\$ 109.11
		TOTAL	\$ 440.16

# ANNUAL SETTLEMENT OF TAX COLLECTOR BEAVER DAM FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 8,889.46
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 3,520.13
B.	2006 taxes write	ten off	\$ 144.64
C.	Adjustments		\$ 667.80
		TOTAL CREDITS	\$ 4,332.57
Prior Year	Taxes @ <u>6/30/17</u>	_	\$ 4,556.89
		TOTAL	\$ 8,889.46

### ANNUAL SETTLEMENT OF TAX COLLECTOR STEWART SIMMONS FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 5,871.43
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 1,934.15
B.	2006 taxes writ	tten off	\$ 67.81
C.	Adjustments		\$ 336.17
		TOTAL CREDITS	\$ 2,338.13
Prior Year	Taxes @6/30/17	<u> </u>	\$ 3,533.30
		TOTAL	\$ 5,871.43

# ANNUAL SETTLEMENT OF TAX COLLECTOR ZIONVILLE FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 10,108.63
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 3,300.41
В.	2006 taxes writ	ten off	\$ 331.15
C.	Adjustments		\$ 1,253.08
	-		
		TOTAL CREDITS	\$ 4,884.64
Prior Year	Taxes @ 6/30/17	<u></u>	\$ 5,223.99
		TOTAL	\$ 10,108.63

### ANNUAL SETTLEMENT OF TAX COLLECTOR COVE CREEK FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 15,692.23
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 6,098.25
В.	2006 taxes writ	tten off	\$ 573.06
C.	Adjustments		\$ 1,665.15
		TOTAL CREDITS	\$ 8,336.46
Prior Year	Taxes @ <u>6/30/17</u>		\$ 7,355.77
		TOTAL	\$ 15,692.23

# ANNUAL SETTLEMENT OF TAX COLLECTOR SHAWNEEHAW FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 6,425.19
TAX COL	LECTOR'S CREDIT		
Α.	Collections and Relea	ases	\$ 1,943.48
B.	2006 taxes writ	ten off	\$ 73.80
C.	Adjustments		\$ 526.09
		TOTAL CREDITS	\$ 2,543.37
Prior Year	Taxes @ 6/30/17	<u> </u>	\$ 3,881.82
		TOTAL	\$ 6,425.19

# ANNUAL SETTLEMENT OF TAX COLLECTOR MEAT CAMP FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$	17,860.90
TAX COL	LECTOR'S CREDIT			
A.	Collections and Relea	ases	\$	4,279.29
В.	2006 taxes writ	ten off	\$	266.27
0	A discotor a rate		<u> </u>	4 007 04
C.	Adjustments		\$	1,037.91
			_	
		TOTAL CREDITS	\$	5,583.47
Prior Year	Taxes @ <u>6/30/17</u>	<u> </u>	\$	12,277.43
		TOTAL	\$	17,860.90

### ANNUAL SETTLEMENT OF TAX COLLECTOR DEEP GAP FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 13,108.50
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 5,634.37
B.	2006 taxes writ	tten off	\$ 311.84
C.	Adjustments		\$ 1,333.43
		TOTAL CREDITS	\$ 7,279.64
Prior Year	Taxes @6/30/17	<u> </u>	\$ 5,828.86
		TOTAL	\$ 13,108.50

### ANNUAL SETTLEMENT OF TAX COLLECTOR

#### TODD FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 1,627.10
TAX COL	LECTOR'S CREDIT		
A.	Collections and Rele	ases	\$ 606.01
В.	2006 taxes wri	tten off	\$ 113.59
C.	Adjustments		\$ 242.24
		TOTAL CREDITS	\$ 961.84
Prior Year	Taxes @ <u>6/30/17</u>	, 	\$ 665.26
		TOTAL	\$ 1,627.10

# ANNUAL SETTLEMENT OF TAX COLLECTOR BLOWING ROCK FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$	12,532.09
TAX COL	LECTOR'S CREDIT			
A.	Collections and Rele	ases	\$	7,478.18
В.	2006 taxes wri	tten off	\$	125.04
0	A.P. storests		Φ.	007.00
C.	Adjustments		\$	907.38
		TOTAL CREDITS	\$	8,510.60
Prior Yea	r Taxes @ <u>6/30/17</u>	, 	\$	4,021.49
		TOTAL	\$	12,532.09

# ANNUAL SETTLEMENT OF TAX COLLECTOR MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 1,540.59
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 539.51
B.	2006 taxes writ	ten off	\$ 6.81
C.	Adjustments		\$ 11.09
		TOTAL CREDITS	\$ 557.41
Prior Year	Taxes @ <u>6/30/17</u>	<u> </u>	\$ 983.18
		TOTAL	\$ 1,540.59

### ANNUAL SETTLEMENT OF TAX COLLECTOR

#### MUNICIPAL SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 1,955.66
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 414.54
B.	2006 taxes writ	ten off	\$ 123.34
C.	Adjustments		\$ 68.43
		TOTAL CREDITS	\$ 606.31
Prior Yea	r Taxes @ <u>6/30/17</u>	<u> </u>	\$ 1,349.35
		TOTAL	\$ 1,955.66

# ANNUAL SETTLEMENT OF TAX COLLECTOR GREEN BOX FEES

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$	41,578.85
TAX COLI	LECTOR'S CREDIT			
A.	Collections and Relea	ses	\$	7,861.59
В.	2006 taxes writt	en off	\$	2,440.89
C	Adjustments		\$	0.45
C.	Adjustments		Φ	0.45
		TOTAL CREDITS	\$	10,302.93
		TOTAL ONLINE	Ψ	10,002.00
Prior Year	Taxes @ 6/30/17	_	\$	31,275.92
		TOTAL	\$	41,578.85

# ANNUAL SETTLEMENT OF TAX COLLECTOR SOLID WASTE USER FEE

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 222,756.08
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ises	\$ 65,029.73
В.	2006 taxes writt	en off	\$ 6,556.59
C.	Adjustments		\$ (1,088.65)
		TOTAL CREDITS	\$ 70,497.67
Prior Year	Taxes @ <u>6/30/17</u>	_	\$ 152,258.41
		TOTAL	\$ 222,756.08

# ANNUAL SETTLEMENT OF TAX COLLECTOR FOSCOE SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 2,613.38
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 1,093.67
B.	2006 taxes writ	tten off	\$ NA
C.	Adjustments		\$ (60.47)
		TOTAL CREDITS	\$ 1,033.20
Prior Year	Taxes @ <u>6/30/17</u>	<u> </u>	\$ 1,580.18
		TOTAL	\$ 2,613.38

# ANNUAL SETTLEMENT OF TAX COLLECTOR BEECH MTN. SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 16.02
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 2.25
B.	2006 taxes writ	ten off	\$ NA
C.	Adjustments		\$ 0.00
		TOTAL CREDITS	\$ 2.25
Prior Year	Taxes @ <u>6/30/17</u>	<u> </u>	\$ 13.77
		TOTAL	\$ 16.02

# ANNUAL SETTLEMENT OF TAX COLLECTOR COVE CREEK SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$	0.00
TAX COL	LECTOR'S CREDIT			
A.	Collections and Relea	ases	\$	0.00
В.	2006 taxes writ	ten off	\$	NA
C.	Adjustments		\$	0.00
			,	
		TOTAL CREDITS	\$	0.00
Prior Year	Taxes @ 6/30/17	<u></u>	\$	0.00
		TOTAL	\$	0.00

# ANNUAL SETTLEMENT OF TAX COLLECTOR SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2016-2017 in accordance with G. S. 105-373 (a) (3)

A.	Prior Years Taxes	2006-2015	\$ 598.82
TAX COL	LECTOR'S CREDIT		
A.	Collections and Relea	ases	\$ 277.13
В.	2006 taxes writ	ten off	\$ NA
C.	Adjustments		\$ 0.00
		TOTAL CREDITS	\$ 277.13
Prior Year	Taxes @ 6/30/17	<u></u>	\$ 321.69
		TOTAL	\$ 598.82

### ANNUAL SETTLEMENT OF TAX COLLECTOR

	Р	rior year FYin	accordance with G. S. 1	105-373 (a) (3)	
<u>TAX</u>	COLL	LECTOR'S CHARGE			
	A.	Prior Years Taxes		\$	
TAX	COLL	LECTOR'S CREDIT			
	A.	Collections and Releases		\$	
	B.	taxes written o	off	\$	
	C.	Adjustments		\$	
			TOTAL CREDITS	\$	0.00
Data		T @		Φ.	
Prior	rear	Taxes @		\$	
			TOTAL	\$	0.00

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### **AGENDA ITEM 6**:

### TAX MATTERS

D. Oath to Collect Taxes

### **MANAGER'S COMMENTS:**

Each year the Board of County Commissioners is required to authorize the Tax Administrator of Watauga County to collect taxes for the upcoming year.

Board action is requested to authorize the Tax Administrator to begin the process of collection.

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
TO THE TAX ADMINISTRATOR OF THE COUNTY OF WATAUGA

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE WATAUGA COUNTY TAX ADMINISTRATOR AND IN THE TAX BILLS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF THE RESPECTIVE TAXPAYERS IN THE COUNTY OF WATAUGA, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND SEAL THIS	DAY OF	·	_2017
	CHAIRMAN, BOAR OF WATAUGA CO		_(SEAL) IISSIONERS
ATTEST:			
CLERK OF BOARD OF COMMISSIONER COUNTY OF WATAUGA	S		

#### **AGENDA ITEM 6:**

### **TAX MATTERS**

E. Proposed Purchase of Vehicle

### **MANAGER'S COMMENTS:**

County staff solicited vehicle bids for three (3) new 2018 Subaru Foresters for the Tax Office, Department of Social Services, and Planning and Inspections. Three (3) bids were received with Tindol Subaru of Gastonia being the lowest responsible bidder in the amount of \$22,650.

Board action is required to award the bid to Tindol Subaru of Gastonia for three (3) new 2018 Subaru Foresters in the amount of \$70,006.50 which includes taxes and tags.



### WATAUGA COUNTY TAX ADMINISTRATION

Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607 (828) 265-8021 – FAX (828) 264-3230

TO: Deron Geouque, County Manager

FROM: Larry Warren, Tax Administrator

SUBJECT: 2018 Subaru Foresters

DATE: June 27, 2017

In our effort to rotate out our aging motor vehicles, I have requested bids from area Subaru dealerships for (3) 2018 Subaru Foresters with all wheel drive, power windows and door locks, automatic transmission, air conditioning and white and/or silver in color. One vehicle is for the Tax Department, one for Social Services and one for Planning and Inspections.

I'd like to request that this be added to the July 18th agenda for the Commissioners' Board Meeting for their consideration.

#### **BID SUMMARY**

Modern Subaru of Boone: \$23,959.00 Jim Armstrong Subaru Hickory: \$23,317.00 Tindol Subaru in Gastonia: \$22,650.00

#### RECOMMENDATION

Staff recommends that the County award the bid to the low bidder Tindol Subaru in Gastonia.

#### **AGENDA ITEM 7:**

# PROPOSED CAPITAL PROJECT ORDINANCE – COMMUNITY/RECREATION CENTER MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will request the Board adopt the capital project ordinance for the Community/Recreation Center. The adoption is required by North Carolina General Statutes. The initial amount of the ordinance recognizes the \$10,000,000 currently on hand. The ordinance will be amended in the near future to recognize the full funding of the project.

Board approval is required to adopt the capital project ordinance in the amount of \$10,000,000 for the proposed community/recreation center.

#### STATE OF NORTH CAROLINA



#### **COUNTY OF WATAUGA**

### WATAUGA COUNTY CAPITAL PROJECTS ORDINANCE Community Recreation Center

**BE IT ORDAINED** by the Board of Commissioners of the County of Watauga that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital projects ordinance is hereby adopted.

Section 1. The authorized project shall pertain to portions of the Community Recreation Center project which may include land acquisition, land preparation, architectural fees, construction and furniture and fixtures.

Section 2. The officers of this unit are hereby directed to proceed with this project within the guidelines set by the budget contained herein and as amended in the future.

Section 3. The following revenues are available to complete this project:

Transfer from Capital Project Funds	\$10,000,000
Total Revenues	\$10,000,000

Section 4. The following amounts are appropriated for the project:

Community Recreation Center Project	\$10,000,000
Total Appropriations	\$10,000,000

Section 5. Any balance of appropriated funds which are unexpended at the conclusion of this project shall be reserved by the Board of Commissioners for future capital projects.

**ADOPTED** this the  $18^{th}$  day of July, 2017.

		John Welch, Chairman	
		<b>Board of Commissioners</b>	
ATTEST:			
	Anita J. Fogle, Clerk to the Board		

#### **AGENDA ITEM 8:**

### MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Community/Recreation Center Update

#### **MANAGER'S COMMENTS:**

Staff continues to work with ASU to finish the closing process for the old high school and Lowes properties. On June 30, 2017 the RFQ for the Construction Manager at Risk (CMAR) was published. The mandatory pre-proposal conference for the CMAR was held on July 11, 2017. July 14, 2017 is the deadline for RFQ questions with July 24, 2017 as the due date for the RFQ proposals. On July 24, 2017 the architect will meet with the County to review current programming and future planning and scheduling. In addition, staff will be reviewing RFQ's during July 25 through 28, 2017 with a recommendation to the Board at the August 22, 2017 meeting.

The Board may wish to appoint a committee or members to assist staff with review of the RFQ's and future programming and planning of the new Community/Recreation Center.

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#### **AGENDA ITEM 8:**

### MISCELLANEOUS ADMINISTRATIVE MATTERS

#### B. Proposed Renewals of Communications and Emergency Servces Maintenance Agreements

- 1. VESTA
- 2. Console Infrastructure
- 3. Fixed Equipment
- 4. Subscribers
- 5. Centerline Maintenance

Mr. Jeff Virginia, Emergency Services Director, will request the Board approve four maintenance contracts with Wireless Communications Inc. and one contract with High Country Council of Governments for the County's E911 and Emergency Management Radio systems. The VESTA (Patriot System) Maintenance, \$56,842.80, the Console Infrastructure Maintenance, \$12,900, the Fixed Equipment Maintenance, \$13,164, and the Subscribers Maintenance, \$7,896; and Centerline Maintenance contract with High Country Council of Governments for an hourly rate of \$50.00 not to exceed \$6,000 are all included in the current budget.

Board action is requested to approve the VESTA Maintenance, Console Infrastructure Maintenance, the Fixed Equipment Maintenance, and the Subscribers Maintenance contracts with Wireless Communications Inc. in the amounts of \$56,842.80, \$12,900, \$13,164, and \$7,896, respectively and High Country Council of Governments for Centerline Maintenance at an hourly rate of \$50.00 not to exceed \$6,000.



### WATAUGA COUNTY

### Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617 Jeff Virginia-Director

Email: Jeff.Virginia@watgov.org

July 10, 2017

To: Watauga County Board of Commissioners

From: Jeff Virginia

Reference: Yearly Maintenance Agreements

Cc: Deron Geouque

Watauga County Communications and Emergency services have been using Wireless Communications for the maintenance of our 911 call processing equipment along with all of our radio communications equipment for many years. We are extremely pleased with the quality of work, their promptness when a problem is reported and their professional attitudes.

High Country Council of Governments maintains the centerlines for the Watauga County 911 mapping system as well as creating new and maintaining ESN's (emergency service number) for Watauga County Fire Service Districts.

I have attached the maintenance agreements for the items that are listed below for your review.

Wireless Communications VESTA maintenance agreement
Wireless Communications Console Infrastructure maintenance agreement
High Country Council of Governments Centerline Maintenance
Wireless Communications Fixed Equipment maintenance agreement
Wireless Communications Subscribers maintenance agreement

County Manager Geouque will present these requests in my absence.

The above agreements were funded in the 2017-18 year budget, I respectfully request the Watauga County Board of Commissioners consider and approve these maintenance agreements.

Charlotte, NC 28206

BILLING ADDRESS:

CONTRACT START DATE:

Spectracom Netclocks

Airbus Software Support

Airbus 24x7 Remote Monitoring

Tripplite UPS

#### **SERVICE AGREEMENT** (PLEASE PRINT)

EXTENDED

\$1,943,57

\$130.00

\$130.0

\$1,287.50

\$1,245.8

\$4,736,90

Motorola Authorized Service Station

	1
K.	$\mathcal{Y}_{i}$

4800 Reagan Dr.

CUSTOMER/AGREEMENT DATE: 28-Feb-17 NUMBER

\$65.00

\$65.00

MONTHLY

Х

SERVICE MGT APPROVAL

OFFICE USE ONLY

NC 28607 CUSTOMER CONTACT: Jeff Virginia CITY / STATE / ZIP: Boone CUSTOMER PHONE #'s: 828 264-3761

**EXPIRATION DATE:** 

Fax # - 828 265-7617

<u>AU</u>TOMATIC RENEWAL: 3/7/2018 3/6/2019 TYPE OF SERVICE QTY **DESCRIPTION & SERIAL NUMBERS** MONTHLY SVC AMOUNT CUSTOMER SERVICE 24 Hour PER UNIT LOCATION **CENTER** EMERG. \* Geo-Diverse Vesta 911 System including: Х Х 6 Call Taker Workstations 4 CommandPost Unit w/Docking Sta Х Х Spare Parts

Χ

184 Hodges Gap Rd.

WHEN THIS AGREEMENT IS ACCEPTED BY Wireless Comm. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY Wireless Comm. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

Dept.

PA'	YMENT CYCLE:	TAX EXEMPT:
	ANNUALLY OUARTERLY	YES, ATTACH EXEMPT
	MONTHLY	XNO
	OTHER (SPECIFY IN SPECIAL INSTRU	ICTIONS)

Covers Parts and Labor, all normal terms and conditions apply

TOTAL PER		Al
MONTH	\$4,736.90	
		Α
TAXES		
Term		15
TOTAL	\$56,842.80	
THE ABOVE SERVIC	E AMOUNT	
IS SUBJECT TO STA	TE AND	
LOCAL TAXING JURI	SDICTIONS,	_
TO BE VERIFIED BY	WIRELESS COMM>	V

X NEW	SUPER:	SEDE		
AGREEMENT	AGREE	MENT NUMBER(S	):	1060
ADDITIONAL TERMS, DEFINITIONS AN	D CONDITIONS OF THIS SER	VICE AGREEMENT ARE PRI	NTED ON THE REVERSE SIDE.	
AUTHORIZED CUSTOM	ER SIGNATURE/P.	O. # TITLE	DATE	
IS P.O. REQUIRED?	YES	ATTACHED P.C	).#	
	X NO		Bruce Williams	2

336-324-3627 Fax 888-412-6139 TELEPHONE #

WIRELESS COMM. SALES/SERVICE REP (SIGNATURE)

SA FORM 197

Toll Free 1-800-346-5525

**BILLING ADDRESS:** 

#### 1-800-346-5525

#### SERVICE AGREEMENT

Dept.

#### Motorola Authorized Service Station

071817 BCC Meeting

OFFICE USE ONLY

SERVICE MGT APPROVAL

(PLEASE PRINT)

4800 Reagan Dr. Charlotte, NC 28206

184 Hodges Gap Rd.

CUSTOMER/AGREEMENT

27-Feb-17 DATE: NUMBER

Watauga County SERVICE LOCATION CUSTOMER NAME:

Elaine Griffith CUSTOMER #:

NC 28607 CUSTOMER CONTACT: Elaine Griffith CITY / STATE / ZIP: Boone

CUSTOMER PHONE #'s: 828 265-5708 CONTRACT START DATE: AUTOMATIC RENEWAL: **EXPIRATION DATE:** Fax # - 828 265-7617

7/1/2017 6/30/2018 WHEN THIS AGREEMENT IS ACCEPTED BY Wireless Comm. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY Wireless Comm. IN ACCORDANCE WITH THE TERMS AND

							ORDER REFERENCED ABOVE WILL BE SERVICED BY Wireless Comm. IN ACCORDANCE WITH THE TERMS AND	
QTY	DESCRIPTION & SERIAL NUMBERS	•	TYPE OF SERVICE		MONTHLY	SVC AMOUNT	CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF	
		CUSTOMER	SERVICE	24 Hour	PER UNIT	EXTENDED	ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER	
		LOCATION	CENTER	EMERG. *			LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.	
							SPECIAL INSTRUCTIONS:	
1	Console Infrastructure Equip - Attach A	X		X		\$1,075.00	See Attachment A for detailed equipment list	
							7x24 Emergency Callout service on fixed Equipment	
							For Service Call SERVICE CENTER:	
							Charlotte, NC	
							Wireless Charlotte	
							4800 Reagan Dr.	
							Charlotte, NC 28206	
							704 597 5220, Fax 597-549	7
							Toll Free 1-800-346-5525	
					MONTHLY	\$1,075.00		
	Covers Parts and Labor, all normal terms and	conditions apply						
							X NEW SUPERSEDE	
								060

		TOTAL PER		ADDITIONAL TERMS, DEFINITIONS A	ND CONDITIONS OF THIS SEI	RVICE AGREEMENT ARE PRINTED (	ON THE REVERSE SIDE.
AYMENT CYCLE:	TAX EXEMPT:	MONTH	\$1,075.00				
				AUTHORIZED CUSTOM	IER SIGNATURE/P.	O.# TITLE	DATE
ANNUALLY	YES, ATTACH EXEMPT	TAXES	not included				
QUARTERLY	CERTIFICATE	Term		IS P.O. REQUIRED?	X YES	ATTACHED P.O. #	
MONTHLY	XNO	TOTAL	\$12,900.00				
OTHER (SPECIEY IN SPECIAL	INSTRUCTIONS)	THE ABOVE SERVICE	F AMOUNT		NO		Dave Walt

IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS,

TO BE VERIFIED BY WIRELESS COMM>

WIRELESS COMM. SALES/SERVICE REP (SIGNATURE)

**Dave Walton** 704-597-5220 ext. 610

Fax 704-597-5497 TELEPHONE #

SA FORM 197

### Attachment A Watauga County 911 Console Equipment

QTY	DESCRIPTION	DESCRIPTION TYPE MODEL	SERIAL #	Location	MONTHLY SV	NOTES	
					PER UNIT	EXTENDED	
4	MCC 5500 Console Position, including HP workstation, CAB and monitor	L3359AC	322CMV0422	Dispatch	\$125	\$500	
			322CMV0423			\$0	
			322CMV0424			\$0	
			322CMV0425			\$0	
4	Shelf, including ADM server, CSDM workstation, KVM Switch and Monitor	L3358AC	322CMV0418	Dispatch	<b>\$125</b>	\$500	
			322CMV0419			\$0	
			322CMV0420			\$0	
			322CMV0421			\$0	
1	Alcatel-Lucent OS6224 LAN switch	OS-LS-6224		Dispatch	\$20	\$20	
2	Cimarron Cplus I multi-format decoder			Dispatch	\$28	\$55	
						\$0	
						\$0	
						\$1,075	

# A CONTRACT FOR:

THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES FOR WATAUGA COUNTY COMMUNICATIONS & EMERGENCY SERVICES DEPARTMENT

# PREPARED FOR:

DERON GEOUQUE
WATAUGA COUNTY MANAGER
&
JEFF VIRGINIA
WATAUGA COUNTY DIRECTOR OF COMMUNICATIONS & EMERGENCY SERVICES

PREPARED BY:
THE HIGH COUNTRY COUNCIL OF GOVERNMENTS
468 NEW MARKET BLVD.
BOONE, NC 28607

**JULY 10, 2017** 

# AGREEMENT BETWEEN THE HIGH COUNTRY COUNCIL OF GOVERNMENTS AND WATAUGA COUNTY FOR THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

This AGREEMENT, entered into on the _	day of	, 2017, by and
between the High Country Council of Governmen	ts (hereinafter referred to a	as the "Planning Agency")
and Watauga County (hereinafter referred to as the	e "Local Government"); W	VITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes. Technical assistance shall consist of the provision of GIS Services described below; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

**WHEREAS**, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

# **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

- 1. Scope of Services, The Planning Agency will furnish the following GIS support to update and maintain the Local Government's E911 GIS geodatabase on a quarterly basis:
- 1) Receive the following data from the Local Government for E911 road centerline and/or ESN updates:
  - a. Trimble's Standard Storage File(s) (SSF) created during field collection by Elaine Griffith, Communications Department. (SSF files are created when mobile data collection is performed with the Local Government's Trimble Geo 7 mobile device.)
  - b. Microsoft Excel spreadsheet of all needed changes to road centerlines and/or ESN boundaries.
- 2) The Planning Agency will use Pathfinder Office to differentially correct and post-process the SSF file(s), and load into the E911 geodatabase.
  - a. Assign necessary attributes to the road centerline.
- 3) The Planning Agency will perform all needed edits to road centerlines and/or ESN boundaries according to the Microsoft Excel spreadsheet such as, new road creation, road range modification, ESN number changes, ESN boundary changes, etc.
- 4) Deliver updated geodatabase to the Local Government Communications Department and Town of Boone for the Computer Aided Dispatch System.
  - 2. Personnel. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government to perform work described above. Jessica B. Welborn, GISP, GIS Planner, will be the Planning Agency staff assigned to the

project. Elaine D. Griffith, Local Government Communications Department, will be the Local Government point of contact.

- 3. Responsibilities of the Local Government.
- 1) Provide SSF data file(s) to the Planning Agency for processing.
- 2) Facilitate communication with the Town of Boone for E911 geodatabase access.
  - **4. Compensation.** The Local Government will compensate the Planning Agency at an actual hourly rate of \$50/hour. The Planning Agency will invoice the Local Government quarterly once updates are complete. The Planning Agency will supply a Project Tracker to the Local Government with each Invoice.
  - 5. Deliverables. Final deliverable will be include:
- 1) Updated E911 ESRI geodatabase
  - **6. Termination/Modifications**. The Local Government may terminate this contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal, either party may do so with written approval of the other.
  - 7. Time of Performance. The Planning Agency shall ensure that all services required herein shall be completed and all GIS products shall be provided by June 30, 2018.
  - 8. Interest of Members, Officers, or employees of the Planning Agency, Members of the Local Government, or Other Public Officials. No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
  - **9. Nondiscrimination Clause**. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.

- **10. Age Discrimination Act of 1975**, as amended. No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.
- 11. Section 504, Rehabilitation Act of 1973, as amended. No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

**PLANNING AGENCY:** 

**IN WITNESS WHEREOF,** the Planning Agency and the Local Government have executed this **AGREEMENT** as of the date first above written.

WATAUGA COUNTY	GOVERNMENTS
By:County Manager	By: Executive Director
Attest:	Attest Junica Wellown
COUNTERPARTS:	$\nu$

LOCAL GOVERNMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

High Country Council of Governments Finance: Male ly

### 1-800-346-5525

#### SERVICE AGREEMENT

# Motorola Authorized Service Station

071817 BCC Meeting

OFFICE USE ONLY

SERVICE MGT APPROVAL

(PLEASE PRINT)

4800 Reagan Dr. Charlotte, NC 28206

CUSTOMER/AGREEMENT

DATE: 27-Feb-17 NUMBER

Watauga County CUSTOMER NAME: SERVICE LOCATION Jeff Virginia CUSTOMER #: 184 Hodges Gap Rd. Dept. **BILLING ADDRESS:** 

Boone NC 28607 CUSTOMER CONTACT: Jeff Virginia CITY / STATE / ZIP: CUSTOMER PHONE #'s: 828-265-6922 Fax # - 828 262-5725 CONTRACT START DATE: AUTOMATIC RENEWAL: **EXPIRATION DATE:** 

X NO 6/30/2018 7/1/2017 YES

WHEN	THIS AGREEMENT IS ACCEPTED BY Wireless Comm. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT
ORDER	REFERENCED ABOVE WILL BE SERVICED BY Wireless Comm. IN ACCORDANCE WITH THE TERMS AND
CONDIT	IONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF
ANTENI	NAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER
LIGHTIN	IG UNLESS SUCH WORK IS DESCRIBED BELOW.
SP	ECIAL INSTRUCTIONS:

QTY	DESCRIPTION & SERIAL NUMBERS	٦	TYPE OF SERVICE		MONTHLY	SVC AMOUNT	CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF
		CUSTOMER	SERVICE	24 Hour	PER UNIT	EXTENDED	ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER
		LOCATION	CENTER	EMERG. *			LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.
							SPECIAL INSTRUCTIONS:
1	Fixed Infrastructure Equip - Attachment A	X		X		\$1,097.00	See Attachment A for detailed equipment list
							All Equipment is subject to the availability of parts and support from
							the original equipment manufacture. Non Motorola units may take longer
							to repair due to parts and support issues.
							Multicontract discount has been applied to this contract. Should one or more
							of the other contracts be canceled, normal contracts rates shall apply.
							4 hour on site response time for emergency failures 7x24
							For Service Call SERVICE CENTER:
							Charlotte, NC
							Wireless Charlotte
							4800 Reagan Dr.
							Charlotte, NC 28206
							704 597 5220, Fax 597-5497
							Toll Free 1-800-346-5525
					-		

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						l 🗔
Covers Parts and	d Labor, all normal terms and c	conditions apply.				<b>X</b>
Includes 1 Annua	al Preventive Maintenance Che	eck				/
				TOTAL PER		ADD
PAYMENT CYCLE	: TA	X EXEMPT:		MONTH	\$1,097.00	
	<u></u>	_				AU
X ANNUALLY		YES, ATTACH EX	KEMPT	TAXES	not included	l
QUARTERLY		CERTIFICATE		Annual		IS F
MONTHLY	X	NO		TOTAL	\$13,164.00	l
OTHER (SPEC	CIFY IN SPECIAL INSTRUCTIONS	)		THE ABOVE SERVIC	E AMOUNT	l
<u></u>				IS SUBJECT TO STA	TE AND	l
				LOCAL TAXING JUR	ISDICTIONS,	l
				TO BE VERIFIED BY	WIRELESS COMMS	WII

NEW SUPERSEDE AGREEMENT AGREEMENT NUMBER(S): 1060 ITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE. THORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

P.O. REQUIRED? ATTACHED P.O. #

> **Dave Walton** 704-597-5220 ext. 610 Fax 704-597-7050

IRELESS COMM. SALES/SERVICE REP (SIGNATURE)

TELEPHONE # SA FORM 197 112

# Attachment A Watauga County Fixed Equipment

QTY	DESCRIPTION	TYPE	MODEL	SERIAL#	Location	NOTES
1	Channel 5 Base	Quantar	T5365A		Howard's Knob	
1	Fire channel Repeater	Quantar	T5365A	448CGP0087	Rich Mountain	
1	Sheriff Channel 1 Repeater	Quantar	T5365A	448CJT0071	Rich Mountain	
1	Sheriff Channel 3 Repeater	Quantar	T5365A	509CFF1263	Rich Mountain	
1	Sheriff 3 West Repeater	Quantar	T5365A	448CJD0048	Buckeye Knob	
1	Fire Buckeye 1 Repeater	Quantar	T5365A	448CJR0057	Buckeye Knob	
1	Fire Buckeye 2 Repeater	MTR3000	T3000A	512IMW0443	Buckeye Knob	
1	Fire Green Hill Repeater	MTR3000	T3000A		Green Hill	
2	Fire Wildcat Repeaters	MTR3000	T3000A		Wildcat	
			T3000A		Wildcat	
	Argus Battery Chargers for					
2	Above repeaters					
1	Sheriff 3 Control Station	MTR3000	T3000A	512IMW0318	Dispatch	
1	Sheriff 3 West Control Station	MTR2000	T5544	512CGM0819	Dispatch	See Note 4
1	Fire 1 Control Station	MTR2000	T5544	512CGM0820	Dispatch	See Note 4
1	Boone Fire Control	MTR2000	T5544	512CJT0406	Dispatch	See Note 4
1	Medics Control Station	MTR2000	T5544	512CJT0407	Dispatch	See Note 4
1	Sheriff 1 Control Station	MTR2000	T5544	512CJT0408	Dispatch	See Note 4
1	Boone PD Control Station with I	CDM750	AAM25KKC9AA1AN	1	Dispatch	
1	Astro SPECTRA Consolette VH		L04KKH9PW7AN	374CEC0091	Dispatch	See Note 1
1	MC2000 Tone Remote Deskset	MC2000	L3217		Dispatch	
1	XTL 5000 VIPER Consolette	XTL5000	L20URS9PW1AN	276CJB0156	Dispatch	
1	Watauga Rescue Repeater	Quantar			Howard's Knob	
1	Blowing Rock PD	MTR2000	T5544		Green Hill	See Note 4
1	Blowing Rock PD	CDM-1550-LS			Dispatch	

#### Notes:

- 1) This equipment is no longer supported by Motorola and only reasonable effort repair service will be provided.
- 2) Repair/replacement of transmission line, antennas and grounding/lightning protection parts and labor are not covered under this agreement.
- 3) Interference and intermod issues are not covered in this contract.
- 4) This equipment will no longer be supported by Motorola in 2018 and only reasonable effort repair service will be provided.

192

### 1-800-346-5525

#### SERVICE AGREEMENT

# Motorola Authorized Service Station

071817 BCC Meeting

OFFICE USE ONLY

SERVICE MGT APPROVAL

(PLEASE PRINT)

4800 Reagan Dr.		
Charlotte, NC 28206		

CUSTOMER/AGREEMENT

DATE: 27-Feb-17 NUMBER Watauga County SERVICE LOCATION CUSTOMER NAME: Jeff Virginia CUSTOMER #: 184 Hodges Gap Rd. Box D Dept. BILLING ADDRESS:

NC 28607 CUSTOMER CONTACT: Jeff Virgina CITY / STATE / ZIP: Boone CUSTOMER PHONE #'s: 828-265-6900

CONTRACT START DATE: AUTOMATIC RENEWAL: **EXPIRATION DATE:** Fax # - 828 262-5725 7/1/2017 6/30/2018 WHEN THIS AGREEMENT IS ACCEPTED BY Wireless Comm. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT

							ORDER REFERENCED ABOVE WILL BE SERVICED BY Wireless Comm. IN ACCORDANCE WITH THE TERMS AND
QTY	DESCRIPTION & SERIAL NUMBERS	7	TYPE OF SERVICE		MONTHLY	SVC AMOUNT	CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF
		CUSTOMER	SERVICE	24 Hour	PER UNIT	EXTENDED	ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER
		LOCATION	CENTER	EMERG. *			LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.
							SPECIAL INSTRUCTIONS:
45	Motorola Portables				\$7.00	\$315.00	All Equipment is subject to the availability of parts and support from
6	Non Motorola Portables				\$7.00	\$42.00	the original equipment manufacture. Non Motorola units may take longer
40	Motorola Mobiles				\$7.00	\$280.00	to repair due to parts and support issues.
3	Non Motorola Mobiles				\$7.00	\$21.00	
							For Service Call SERVICE CENTER:
							Charlotte, NC
							Wireless Charlotte
							4800 Reagan Dr.
							Charlotte, NC 28206
							704 597 5220, Fax 597-5497
							Toll Free 1-800-346-5525
					MONTHLY	\$658.00	
	Covers Parts and Labor, all normal terms an	d conditions apply.	-				

TOTAL PER

MONTH

**TAXES** Annual

TOTAL

PA	YMENT CYCLE:	TAX EXEMPT:
X	ANNUALLY	YES, ATTACH EXEMPT
	QUARTERLY	CERTIFICATE
	MONTHLY	XNO
	OTHER (SPECIFY IN SPECIAL INSTRUCTION	NS)

Includes 1 Annual Preventive Maintenance Check

\$658.00 not included IS P.O. REQUIRED? \$7,896.00

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY WIRELESS COMM> X NEW SUPERSEDE **AGREEMENT** AGREEMENT NUMBER(S):

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

ATTACHED P.O. #

**Dave Walton** 704-597-5220 ext. 610

Fax 704-597-7050 TELEPHONE #

WIRELESS COMM. SALES/SERVICE REP (SIGNATURE)

114 SA FORM 197

1060

# **AGENDA ITEM 8:**

# MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate

# **MANAGER'S COMMENTS:**

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 10-13, 2017, in Forsyth County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 4, 2017. For more information on the Conference, please go to: <a href="http://www.ncacc.org/630/2017-Annual-Conference">http://www.ncacc.org/630/2017-Annual-Conference</a>

Board direction is requested.



# **Designation of Voting Delegate** to NCACC Annual Conference

I,	, hereby certify that I am the duly designated voting
delegate for	County at the 110 <sup>th</sup> Annual Conference of the North
Carolina Association of County Commissi	ioners to be held in Durham County, N.C., on August 10-13,
2017.	
	Signed:
	Title:

# **Article VI, Section 2 of our Constitution provides:**

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb by: <u>12 Noon on Friday, August 4, 2017</u>:

NCACC 353 E. Six Forks Road, Suite 300 Raleigh, NC 27609 Fax: (919) 733-1065

> alisa.cobb@ncacc.org Phone: (919) 715-2685

# **AGENDA ITEM 8:**

# MISCELLANEOUS ADMINISTRATIVE MATTERS

#### D. Boards and Commissions

# **MANAGER'S COMMENTS:**

# Nursing Home Community Advisory Committee

Ms. Stevie John, Regional Ombudsman with the High Country Council of Governments, has requested that Mr. Herbert Hash be considered for reappointment to the Watauga County Nursing Home Advisory Committee for a three-year term. This is a first reading.

# **Economic Development Commission**

The terms of four members of the Economic Development Commission expire in June. Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment. Mr. Robert Hoffman was recently appointed to fill an unfinished term which expires in June. Therefore, he is up for reappointment. The first term of the current chair, Mr. Walter Kaudelka is expiring. Mr. Kaudelka is eligible to be reappointed to another term, and is willing to continue to serve. Each term is for three years.

Brenda Lyerly Chair of the Board Johnny Riddle Vice-Chair NC High Country

Council of Governments

WATAUGA - WILKES - YANGER

Chris Jones Secretary Valerie Jaynes
Treasurer

468 New Market Blvd. Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434 Fax: 828-265-5439

June 28, 2017

Anita J. Fogle Clerk to the Board 814 West King Street Suite 205 Boone, NC 28607

Dear Ms. Fogle:

The term of appointment of Mr. Herbert Hash Jr. to the Watauga County Nursing Home Community Advisory Committee will expire August 5, 2017. He has indicated his desire to be reappointed for an additional three-year term.

Please submit Mr. Hash's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Stevie John, M&W

Regional Long Term Care Ombudsman

Enclosure

Renomination form

# LONG TERM CARE COMMUNITY ADVISORY COMMITTEE

Nominee Background Information	
Name Herbert Hash, Jr.	
Home Address 140 Kings Ridge	
Boone, NC	Zip Code 28607
Business Address	Phone (W)
· · · · · · · · · · · · · · · · · · ·	Zip Code
Email Address hashhhe sky best	, com
Occupation Retired	
Number of hours available per month for this position	3-5
Education B.S. in Forestry + Wildlife; Master	in Divinity + Theology
Business and civic experience and skills Founding Boar	,
Wetenga Ministerial Association	/ /
Areas of expertise and interest/skills Christian Minis	try (nearly 50 years)
Adjunct Instructor in Philosophy +1	, , ,
THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISTHE COMMITTEE:	
1. Persons or immediate family member of persons with a fi	nancial interest in a home served
<ul><li>by a committee.</li><li>An employee or governing board member or immediate far governing board member of a home served by a committee</li></ul>	
consultant is considered an employee).  3. The immediate family member of a patient in a home serv "immediate family member" is defined as mother, father, grandmother, grandfather, and in-laws for the above.	•
I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED A UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMA SITUATION CHANGES WITH RESPECT TO THE ABOVE	AN IMMEDIATELY IF MY
Signature of Applicant	Date
Nomination form submitted by Na	me

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# **AGENDA ITEM 8:**

# MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

# **MANAGER'S COMMENTS:**

PUBLIC COMMENT		
AGENDA ITEM 10:		
BREAK		
BREAK		
<u>Break</u>		
<u>Break</u>		
Break		

**AGENDA ITEM 9:** 

**AGENDA ITEM 11:** 

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

**CLOSED SESSION**