

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

**TUESDAY, MARCH 17, 2015  
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: March 3, 2015, Regular Meeting March 3, 2015, Closed Session		1
	3	APPROVAL OF THE MARCH 17, 2015 AGENDA		7
5:35	4	REQUEST FOR ADDITIONAL SERVICES FOR MEDIC BASE 3	MR. LOU GERICS MR. ROBERT MARSH	9
5:40	5	ACCEPTANCE OF THE FY 2015 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT AND CONTRACT	MS. ANGIE BOITNOTTE	13
5:45	6	BID AWARD FOR ENGINEERING SERVICES TO PERFORM CONSTRUCTION AND ADMINISTRATION SERVICES FOR THE SOUTH FORK NEW RIVER GREENWAY EXTENSION PROJECT	MR. JOE FURMAN	31
5:50	7	TAX MATTERS A. Monthly Collections B. Refunds & Releases C. Unpaid Real Estate Tax Bills	MR. LARRY WARREN	33 35 47
5:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Scheduling of Budget Work Sessions B. Scheduling of Joint Meeting with the Economic Development Commission (EDC)	MR. DERON GEOUQUE	49 51
6:00	9	PUBLIC COMMENT		53
7:00	10	BREAK		
7:05	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		
7:15	12	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

March 3, 2015, Regular Meeting

March 3, 2015, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MARCH 3, 2015**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 3, 2015, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jimmy Hodges, Chairman  
David Blust, Vice-Chairman  
Billy Kennedy, Commissioner  
John Welch, Commissioner  
Perry Yates, Commissioner  
Chris Barnes, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

Chairman Hodges called the meeting to order at 8:31 A.M.

Commissioner Welch led the Pledge of Allegiance and Commissioner Yates opened the meeting with a prayer.

**APPROVAL OF MINUTES**

Chairman Hodges called for additions and/or corrections to the February 17, 2015, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the February 17, 2015, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Welch, moved to approve the February 17, 2015, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Hodges called for additions and/or corrections to the March 3, 2015, agenda.

County Manager Geouque requested to add for consideration a proposed lease renewal for a container site.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the March 3, 2015, agenda as amended.

VOTE: Aye-5  
Nay-0

### **BOARD OF EDUCATION'S REQUEST FOR ADM FUNDS**

Ms. Ly Marze, Director of Finance for Watauga County Schools, requested the Board approve \$140,000 from the Public School Building Capital Fund to install a grease trap at the Hardin Park kitchen area to be in compliance with the Town of Boone's Grease Prevention Program. The Town of Boone did grant a waiver for the temporary grease trap. The project will be done in conjunction with installation of a new dishwasher in the kitchen which is scheduled for June 2015. The scope of work includes installing a grease trap containment tank system and the redesigning and moving of the existing sewer drain lines. The remaining funds would come from the County's Capital Project set aside for the School system.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the \$140,000 request from the Public School Building Capital Fund and the \$60,000 local match from the County's Capital Project set aside to install a grease trap at the Hardin Park kitchen area.

VOTE: Aye-5  
Nay-0

### **SANITATION MATTERS**

#### ***A. Out-Of-State Travel Request***

Ms. Heather Bowen, Recycling Coordinator, requested Board authorization to attend the Carolina Recycling Association Conference to be held on March 23 – 26, 2015, in Myrtle Beach, SC. The only cost to the County will be three days of meals in the amount of \$102 and share expenses with the Town of Boone employee attending. A grant will cover the shared expenses.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to authorize the out-of-state travel to the recycling conference in Myrtle Beach, SC.

VOTE: Aye-5  
Nay-0

#### ***B. Request to Apply for a Grant Related to Permanent Household Hazardous Waste Site***

Ms. Bowen requested authorization to apply for a Mercury Products Recycling grant from the North Carolina Department of Environment and Natural Resources (NCDENR). This would be a secondary grant with the purpose to provide additional funding for the County's proposed Household Hazardous Waste Facility. The maximum amount was \$10,000 with no cash match required.

The Board approved funds in the current fiscal year budget to construct and operate a household hazardous waste facility that would allow for enhanced service at the same or current cost being paid for contracted services. County funds budgeted for the project was \$50,000. The Mercury Products Recycling grant would be awarded in conjunction with the 2015 Community Waste Reduction and Recycling grant that the Board previously authorized submittal. Total grant funds, if both grants were awarded, would be \$40,000.

Commissioner Kennedy, seconded by Commissioner Welch, moved to authorize the submittal the of the Mercury Products Recycling grant in the amount of \$10,000 to the North Carolina Department of Environment and Natural Resources for a Household Hazardous Waste Facility.

VOTE: Aye-5  
Nay-0

## **FINANCE MATTERS**

### ***A. Sale of Real Property on GovDeals***

Ms. Margaret Pierce, Finance Director, requested the Board adopt the enclosed resolutions authorizing the sale of property to include the Brown Farm Ridge, Inc. and Mill Ridge properties. All of the properties in question were donated to the county. The Board already declared the properties surplus and the adoption of the included resolutions are necessary to start the sale process.

The minimum bid request for the properties will be the current tax value. In the event the properties do not sell, staff will request the minimum bid amount be reduced in an effort to sell the properties.

After considerable discussion, direction was given to set the minimum bid for both properties at half of the current tax value

Vice-Chairman Blust, seconded by Commissioner Yates, moved to adopt the resolution authorizing the sale of property off Daniel Drive, Boone, North Carolina, as amended.

VOTE: Aye-5  
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to adopt the resolution authorizing the sale of Lots F-30 and F-32 of Section One in Mill Ridge, Banner Elk, North Carolina, as amended.

VOTE: Aye-5  
Nay-0

***B. Bid Award for Audit Contract for FY 2014-2015***

Ms. Pierce presented bids recently received for the County's audit service. Three (3) firms, including the County's current provider, responded to the request for proposals. After careful review and consideration staff recommended Misty Watson CPA, PA in the amount of \$37,000 for a three (3) year period. The \$37,000 is guaranteed for the three (3) year contract period. The Local Government Commission recommends changing audit firms every five (5) years as a best management practice. However, due to GASB changes over the past several years staff felt it was more important at that time to remain with the current provider to reduce any potential issues related to the GASB changes.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to award the bid for audit services to Misty Watson CPA, PA firm in the amount of \$37,000 for a three (3) year period to commence with fiscal year 2015 audit.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Container Site Lease Renewal***

County Manager Geouque presented a proposed renewal for the container site located at Triplett. The lease, with Ms. Bina Simmons, had a term of twenty years and was in the amount of \$300 per month for a twenty (20) year period.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the lease as presented.

VOTE: Aye-5  
Nay-0

***B. Boards and Commissions***

**Watauga County Adult Care Home Advisory Committee**

County Manager Geouque stated that Mr. Harold Eller's term expired February 18, 2015, on the Watauga County Adult Care Home Advisory Committee. Mr. Eller was willing to continue to serve an additional three-year term if so appointed.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to waive the second reading and reappoint Mr. Eller to a three-year term on the Watauga County Adult Care Home Advisory Committee.

VOTE: Aye-5  
Nay-0

**C. Announcements**

County Manager Geouque announced the following:

- The Board is invited to attend the Cooperative Extension’s Annual “Report to the People” luncheon which is scheduled today, Tuesday, March 3, 2015, at the Watauga County Agricultural Conference Center at 11:45 A.M.

**PUBLIC COMMENT**

There was no public comment.

**CLOSED SESSION**

At 9:00 A.M., Commissioner Kennedy, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

*[Clerk’s Note: Commissioner Yates left the meeting during closed session at 9:15 A.M. for Jury Duty.]*

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

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

**ADJOURN**

Commissioner Kennedy, seconded by Commissioner Welch, moved to adjourn the meeting at 9:25 A.M.

VOTE: Aye-4(Hodges, Blust, Kennedy, Welch)  
Nay-0  
Absent-1(Yates)

\_\_\_\_\_  
Jimmy Hodges, Chairman

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE MARCH 17, 2015, AGENDA**

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**AGENDA ITEM 4:****REQUEST FOR ADDITIONAL SERVICES FOR MEDIC BASE 3****MANAGER'S COMMENTS:**

Mr. Lou Gerics, Innovative Designs, will request funds for additional services performed for the new medic base. The additional services performed were to reevaluate the geotechnical site analysis. The purpose was to determine if the current seismic rating of D was appropriate or if the site had the potential to be designated as a C rating. Based on the additional analysis, the site was able to be reclassified from a D to C rating. The change in the rating will reduce the costs in the construction while not jeopardizing the structural integrity of the facility.

The cost for the additional services is \$2,970 and would be a change order to the contract with Innovative Designs. Board action is required to approve the change order for additional services to the Innovative Designs contract in the amount of \$2,970.



March 4, 2015

Robert Marsh  
 Watauga County Maintenance Dept.  
 969 West King St.  
 Boone, NC 28607

[Robert.Marsh@watgov.org](mailto:Robert.Marsh@watgov.org)

**Re: Request for Additional Services for Medic Base 3 per new Seismic Site Classification and Design Category**

Robert,

We would like to ask for Additional Services to make changes to our plans for Medic Base 3 based on the recent geotechnical site re-evaluation.

We had completed design work with a geotechnical report provided by the County.

The site re-evaluation and subsequent changes to the design will result in reduced construction costs and better value for the taxpayers of Watauga County.

The site re-evaluation changed the seismic site classification for from Site Class D to Site Class C, allowing for a less restrictive Seismic Design Category. We can reduce seismic restraint for PME devices and for the ceiling. Most importantly, we can reduce the amount of lateral seismic reinforcing in the masonry walls and even change the type of cement allowed in the mortar. It will also reduce the scope of Special Inspections the County must procure.

The Site Classification is a change in Initial Information in Paragraph 4.3.1.1 of our Contract.

To change the plans and specifications and to coordinate with our consultants for permitting, bidding, and construction, we would like to ask for Additional Services based on the fees in Paragraph 11.3 of our Contract. Our request is as follows:

Innovative Design	12 hours x \$135/hour =	\$1,620
Elm Engineering	4 hours x \$135/hour =	\$ 540
<u>Lysaght &amp; Associates</u>	<u>6 hours x \$135/hour =</u>	<u>\$ 810</u>
Total Request		\$2,970

If the request is acceptable to you, please sign and return a copy to us.

It has been our pleasure working with you and Deron and we look forward to getting out to bid and under construction this Spring.

Sincerely,

Mike Nicklas, FAIA  
Innovative Design, Inc.

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Accepted by Watauga County

Name & Signature

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Date:

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**AGENDA ITEM 5:**

**ACCEPTANCE OF THE FY 2015 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIP) MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT AND CONTRACT**

**MANAGER'S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Senior's Health Insurance Information Program (SHIP). The grant is in the amount of \$1,773.25 with no local match required.

Board approval is required to accept the MIPPA grant in the amount of \$1,773.25 to expand low income subsidy outreach and training for SHIP coordinators.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** March 10, 2015

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY 2015 SHIIP MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$1,773.25 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics in non-traditional locations such as libraries, churches, senior housing complexes, etc. The funds can also be used for the SHIIP Coordinator to attend the SHIIP Conference in June, which is mandatory for all SHIIP Coordinators.

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

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

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

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

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

**2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This Contract is effective 10/1/2014 and terminates on 9/30/2015.

**4. Grantee's Duties:** The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Grantee due by April 30, 2015;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before November 30, 2015.

**5. Agency's Duties:** The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$1,773.25. This amount consists of \$1,773.25; CFDA # 93.779.

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$ \_\_\_\_\_, which shall consist of:

In-kind

Cash

Cash and In-kind

Cash and/or In-kind

The contributions from the Grantee shall be source from non-federal funds.

The total contract amount is \$1,773.25.

- 6. **Conflict of Interest Policy:** The Agency has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.
- 7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
- 8. **Grants:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the terms and conditions set forth in this Contract.
- 9. **Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
- 10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**  
 R. Van Braxton, Deputy Commissioner  
 SHIP Division  
 11 South Boylan Avenue  
 Raleigh, NC 27603  
 919-807-6900  
 919-807-6901

**For the Grantee:**  
 Jennifer Teague  
 814 W. King St, Rm 216  
 Boone, NC 28607  
 Phone 828-265-8007  
 Fax

- 11. **Supplementation of Expenditures of Public Funds:** The Grantee assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Grantee otherwise expends for SHIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
- 12. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
  - a. Implement adequate internal controls over disbursements;
  - b. Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment;
    - Payment due date;
    - Adequacy of documentation supporting payment; and

- Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.

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

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

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

**Watauga County Project on Aging/  
LE Harrill Senior Center**

**Witness**

BY: \_\_\_\_\_

\_\_\_\_\_

Deron Geouque, County Manager  
**Printed Name**

Anita Fogle, Watauga County Clerk to the Board  
**Printed Name**

DATE: \_\_\_\_\_

**Division of SHIP,**

BY: \_\_\_\_\_  
R. Van Braxton  
Deputy Commissioner

DATE: \_\_\_\_\_

**Contract is not executed until last signature is obtained.**

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

## Attachment A General Terms and Conditions

### DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State

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

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

### Relationships of the Parties

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

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

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

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

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

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

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

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

### Indemnity

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

### Default and Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

### Intellectual Property Rights

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

### Compliance with Applicable Laws

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

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

### **Confidentiality**

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

### **Oversight**

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

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment B

## For the period 10/1/2014 – 9/30/2015

### Statement of Work

**Grantee:** Watauga County Project on Aging/LE Harrill Senior Center

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for SFY2015. The uses of these funds are not limited to but **MUST** include the following activities:

- 1) Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period 10/1/2014 through 9/30/2015; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
- 2) Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner to the SHIIP office in Raleigh or through the SHIPTalk website ;
- 3) Attend the SHIIP Coordinators' Training Conference being held June 24-26; attendance on the 24th thru the 26th is mandatory for new coordinators; attendance on the 25th and 26th is mandatory for all coordinators.

**SCOPE OF WORK:**  
(Maximum 2 pages)

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

With this grant funding we will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/1/2014 through 9/30/2015. These clinics will be held in non-traditional locations throughout the community. We will submit the client counseling contact and Public & Media Outreach forms in a timely manner to the SHIIP office through the SHIPTALK website. We will also use these funds to purchase a new computer for our SHIIP volunteers to use when enrolling individuals into Medicare and assisting with LIS applications. We also will need to purchase paper, toner, and ink for the printer. We will use some funds for food for special enrollment events and meetings. The SHIIP Coordinator will also attend the SHIIP Training Conference June 25-26.



## Attachment C

For the period 10/1/2014 – 9/30/2015

### Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc.

All budgets must be approved by the Agency.

**Grantee Name:** Watauga County Project on Aging/LE Harrill Senior Center

<b>Grantee Name:</b> <u>Watauga County Project on Aging/LE Harrill Senior Center</u>	
<b>Budget</b>	<b>Amount</b>
Contractual	
Construction	
Supplies	373.25
Equipment	700.00
Other	200.00
Travel	500.00
Personnel	
Fringe	
<b>Total</b>	<b>1,773.25</b>

**Narrative:**

We will use available funds to: purchase table space to promote SHIP and LIS enrollment at events; purchase paper, ink and toner for printer; purchase a new laptop computer for use with meeting and enrolling LIS applicants and Medicare beneficiaries. We will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/1/2014 through 9/30/2015. We will use some funds to purchase food for special enrollment events and meetings. We will use money for our coordinator to attend the SHIP Training Conference.

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

**1. Drug-Free Work-Place**

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

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

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

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

## 2. Lobbying

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

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

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

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

## 3. Debarment, Suspension and Other Responsibility Matters

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

### (a) Primary Covered Transactions

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

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

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

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

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

**(b) Lower Tier Covered Transactions**

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

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

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

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

<b>Signature of Authorized Certifying Official</b>	<b>Title</b>  <b>Watauga County Manager</b>
<b>Grantee Name</b>  <b>Watauga County Project on Aging/ LE Harrill Senior Center</b>	<b>Date Submitted</b>

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**AGENDA ITEM 6:****BID AWARD FOR ENGINEERING SERVICES TO PERFORM CONSTRUCTION AND ADMINISTRATION SERVICES FOR THE SOUTH FORK NEW RIVER GREENWAY EXTENSION PROJECT****MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, will request approval to negotiate a contract with Vaughn & Melton Associates to perform construction administration for the South Fork New River greenway extension project. Letters of interest were solicited from six (6) NCDOT pre-qualified engineering firms. McGill Associates and Vaughn & Melton responded to the solicitation for services. Both of these firms have local offices. McGill Associates was the design engineer for the project. Vaughn & Melton provided the construction administration for the Middle Fork greenway project. The County was satisfied with the services provided by Vaughn & Melton. NCDOT does not allow for the design engineer to also perform construction administration unless an exception is requested and granted.

The NC General Statute governing the selection of engineers (attached) specifies that the most qualified engineering company is to be selected based upon qualifications without regard to fee, and that a contract is to be negotiated thereafter.

Therefore, Board authorization is requested to negotiate a contract with Vaughn & Melton for construction administration for the South Fork New River greenway extension project. A contract will be presented at a future meeting upon successful negotiations with Vaughn & Melton.

## Article 3D.

## Procurement of Architectural, Engineering, and Surveying Services.

**§ 143-64.31. Declaration of public policy.**

(a) It is the public policy of this State and all public subdivisions and Local Governmental Units thereof, except in cases of special emergency involving the health and safety of the people or their property, to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. Selection of a firm under this Article shall include the use of good faith efforts by the public entity to notify minority firms of the opportunity to submit qualifications for consideration by the public entity.

(a1) A resident firm providing architectural, engineering, surveying, construction management at risk services, design-build services, or public-private partnership construction services shall be granted a preference over a nonresident firm, in the same manner, on the same basis, and to the extent that a preference is granted in awarding contracts for these services by the other state to its resident firms over firms resident in the State of North Carolina. For purposes of this section, a resident firm is a firm that has paid unemployment taxes or income taxes in North Carolina and whose principal place of business is located in this State.

(b) Recodified as G.S. 143-133.1(a) by Session Laws 2014-42, s. 3, effective October 1, 2014, and applicable to contracts awarded on or after that date.

(c) Recodified as G.S. 143-133.1(b) by Session Laws 2014-42, s. 3, effective October 1, 2014, and applicable to contracts awarded on or after that date.

(d) Recodified as G.S. 143-133.1(c) by Session Laws 2014-42, s. 3, effective October 1, 2014, and applicable to contracts awarded on or after that date.

(e) For purposes of this Article, the definition in G.S. 143-128.1B and G.S. 143-128.1C shall apply.

(f) Except as provided in this subsection, no work product or design may be solicited, submitted, or considered as part of the selection process under this Article; and no costs or fees, other than unit price information, may be solicited, submitted, or considered as part of the selection process under this Article. Examples of prior completed work may be solicited, submitted, and considered when determining demonstrated competence and qualification of professional services; and discussion of concepts or approaches to the project, including impact on project schedules, is encouraged. (1987, c. 102, s. 1; 1989, c. 230, s. 2; 2001-496, s. 1; 2006-210, s. 1; 2013-401, s. 1; 2014-42, ss. 3, 4.)

**§ 143-64.32. Written exemption of particular contracts.**

Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)

**§ 143-64.33. Advice in selecting consultants or negotiating consultant contracts.**

**AGENDA ITEM 7:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

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

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

**Monthly Collections Report**

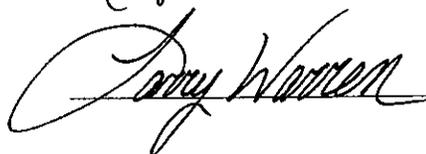
**Watauga County**

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

Monthly Report February 2015

	<u>Current Month Collections</u>	<u>Current Month Percentage</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<b>General County</b>					
Taxes 2014	520,310.94	30.16%	25,271,008.95	95.56%	95.43%
Prior Year Taxes	46,377.26		566,283.45		
Solid Waste User Fees	53,997.52	24.57%	2,369,264.36	93.90%	94.01%
Green Box Fees	1,378.90	NA	18,417.53		NA
<b>Total County Funds</b>	<b>\$622,064.62</b>		<b>\$28,224,974.29</b>		
<b>Fire Districts</b>					
Foscoe Fire	9,874.77	34.45%	435,010.70	96.05%	96.52%
Boone Fire	15,642.79	29.02%	694,430.34	95.59%	94.95%
Fall Creek Service Dist.	256.31	29.50%	8,825.94	93.65%	NA
Beaver Dam Fire	3,210.79	24.94%	93,975.89	90.89%	93.25%
Stewart Simmons Fire	2,442.73	24.95%	104,444.54	93.81%	94.62%
Zionville Fire	3,445.56	24.73%	101,110.91	90.81%	92.46%
Cove Creek Fire	6,932.58	31.96%	223,390.72	94.37%	93.57%
Shawneehaw Fire	2,012.22	33.06%	89,309.57	95.81%	94.63%
Meat Camp Fire	4,283.63	17.39%	186,206.13	91.94%	92.13%
Deep Gap Fire	4,969.88	27.25%	172,645.25	93.27%	94.07%
Todd Fire	1,076.35	23.51%	57,809.35	94.51%	95.06%
Blowing Rock Fire	8,887.66	28.38%	442,363.37	95.62%	94.83%
M.C. Creston Fire	165.62	10.62%	5,274.98	81.66%	75.95%
Foscoe Service District	628.82	21.83%	67,255.48	96.90%	96.57%
Beech Mtn. Service Dist.	12.03	20.67%	1,827.74	97.59%	95.33%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	790.55	39.01%	5,439.97	88.97%	92.93%
	<b>\$64,375.98</b>		<b>\$2,680,819.09</b>		
<b>Towns</b>					
Boone	54,047.68	23.37%	5,534,726.12	97.07%	96.96%
Municipal Services	1,154.41	31.02%	123,398.63	98.01%	97.33%
Boone MV Fee	71.66	NA	1,703.37	NA	81.61%
Blowing Rock	128.78	NA	2,289.15	NA	87.62%
Seven Devils	0.00	NA	402.26	NA	88.59%
Beech Mountain	0.00	NA	1,767.97	NA	91.07%
<b>Total Town Taxes</b>	<b>\$55,402.53</b>		<b>\$5,664,287.50</b>		
<b>Total Amount Collected</b>	<b>\$741,843.13</b>		<b>\$36,570,080.88</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 7:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Reports.

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

02/27/2015 16:42  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 02/01/2015 TO 02/27/2015

P 1  
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1589540 AUDIOVISION, INC WILLIAM F DOTSON 521 HWY 105 EXT STE 3 BOONE, NC 28607	PP 2013	201	02/27/2015			0 G01	14.34
	589540999			C02		C02	16.95
	TAX RELEASES				5195		
	OUT OF BUSINESS						31.29
1589540 AUDIOVISION, INC WILLIAM F DOTSON 521 HWY 105 EXT STE 3 BOONE, NC 28607	PP 2014	2989	02/27/2015			0 G01	14.18
	589540999			C02		C02	18.57
	TAX RELEASES				5194		
	OUT OF BUSINESS						32.75
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2006	1019821	02/27/2015			0 G01	3.76
	530096999			F01		F01	.60
	TAX RELEASES				5181		
	OUT OF BUSINESS						4.36
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2007	1023146	02/27/2015			0 G01	4.70
	530096999			F01		F01	.75
	TAX RELEASES				5182		
	OUT OF BUSINESS						5.45
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2008	1026438	02/27/2015			0 G01	6.26
	530096999			F01		F01	1.00
	TAX RELEASES				5183		
	OUT OF BUSINESS						7.26
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2009	1029675	02/27/2015			0 G01	7.83
	530096999			F01		F01	1.25
	TAX RELEASES				5184		
	OUT OF BUSINESS						9.08
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2010	1032897	02/27/2015			0 G01	12.52
	530096999			F01		F01	2.00
	TAX RELEASES				5185		
	OUT OF BUSINESS						14.52
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2011	1760	02/27/2015			0 F01	2.02
	530096999			F01		G01	12.65
	TAX RELEASES				5186	F01L	.20
	OUT OF BUSINESS					G01L	1.27
							16.14
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2012	206	02/27/2015			0 G01	12.65
	530096999			F01		F01	2.02
	TAX RELEASES				5187	G01L	1.27
	OUT OF BUSINESS					F01L	.20
							16.14

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2013	216	02/27/2015			0	G01	12.65
	530096999			F01			F01	2.02
	TAX RELEASES				5188			
	OUT OF BUSINESS							14.67
1530096 B AND B #4 D/B/A FOSCOE FOOD BARN 4869 HWY 421 N VILAS, NC 28692	PP 2014	2295	02/27/2015			0	G01	12.65
	530096999			F01			F01	2.02
	TAX RELEASES				5189		G01L	1.27
	2295						F01L	.20
								16.14
1701503 BAILEY, DANA 20337 ENCLAVE OAKS CT CORNELIUS, NC 28031	RE 2014	18454	02/27/2015			52,600	F07	26.30
	1982-40-8031-000			F07			G01	164.64
	REFUND RELEASE				5197			
	PTC APPEAL							190.94
9000304 BLACKBURN, MICHAEL LEE PO BOX 2492 BOONE, NC 28607	PP 2014	1000117	02/27/2015			0	F02	9.92
	1410			F02			G01	62.10
	REFUND RELEASE				5171			
	NEVER HAD UNTAGGED VEHICLES							72.02
1028737 BLOWING ROCK CITY OF P O BOX 47 BLOWING ROCK, NC 28605-0047	RE 2014	22901	02/27/2015			0	G01	151.18
	2807-59-8177-000			C03				
	TAX RELEASES				5192			
	EXEMPT							
1551902 CRABTREE, ELIZABETH EWALT CRABTREE, THOMAS MICHAEL 861 WINTERBERRY TRL BOONE, NC 28607	MV 2012	39010	02/27/2015			0	F01	4.14
	BFC5415			F01			G01	25.92
	TAX RELEASES				5174			
	CONFIRMED WITH DMV NOT A VALID BILL							30.06
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2008	1026428	02/27/2015			0	G01	25.04
	529804999			F07			F07	4.00
	TAX RELEASES				5175			
	OUT OF BUSINESS							29.04
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2009	1029665	02/27/2015			0	G01	26.61
	529804999			F07			F07	4.25
	TAX RELEASES				5176			
	OUT OF BUSINESS							30.86
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2010	1032888	02/27/2015			0	G01	31.30
	529804999			F07			F07	5.00
	TAX RELEASES				5177			
	OUT OF BUSINESS							36.30

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2012 529804999 TAX RELEASES OUT OF BUSINESS	986	02/27/2015	F07	5178	0 G01 F07	31.61 5.05 <hr/> 36.66
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2013 529804999 TAX RELEASES OUT OF BUSINESS	1009	02/27/2015	F07	5179	0 G01 F07	31.61 5.05 <hr/> 36.66
1529804 DANIEL BOONE B & B 4869 HWY 421 N VILAS, NC 28692	PP 2014 529804999 TAX RELEASES OUT OF BUSINESS	2289	02/27/2015	F07	5180	0 G01 F07	31.61 5.05 <hr/> 36.66
1568903 DISHMAN, BILLIE JO DISHMAN, RALPH EDWARD 182 BETSY CIR TODD, NC 286849700	MV 2012 SYL5754 TAX RELEASES BILLED UNDER BFC4818	7805	02/27/2015	F11	5198	0 F11 G01	2.51 11.24 <hr/> 13.75
1748904 ECHOTA PROPERTY OWNERS' ASSOCIATION INC. 151 MR. BISH BLVD BOONE, NC 28607	RE 2014 1889-31-6350-000 TAX RELEASES SPLIT PARCEL SHOULD HAVE BEEN DEACTIVATED	4374	02/27/2015	F01	5199	0 F01 G01	1,018.50 6,375.81 <hr/> 7,394.31
1642000 GRAND GALA ENTERPRISES INC DBA BLOWING ROCK MARKET INC 901 S ATLANTIC AVE PH 1 ORMOND BEACH, FL 32176	PP 2014 642000999 TAX RELEASES SOLD BUSINESS	3776	02/27/2015	C03	5191	0 G01 F12 G01L F12L	118.94 19.00 11.89 1.90 <hr/> 151.73
1518878 HOLDER'S HOUSE OF FLOWERS 3216 US HWY 421 N BOONE, NC 28607	PP 2012 518878999 REFUND RELEASE OUT OF BUSINESS	1879	02/27/2015	F02	5200	0 G01 F02 G01L F02L	9.14 1.46 .91 .15 <hr/> 11.66
1518878 HOLDER'S HOUSE OF FLOWERS 3216 US HWY 421 N BOONE, NC 28607	PP 2013 518878999 TAX RELEASES OUT OF BUSINESS	1917	02/27/2015	F02	5201	0 G01 F02 G01L F02L	9.14 1.46 .91 .15 <hr/> 11.66

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1518878 HOLDER'S HOUSE OF FLOWERS 3216 US HWY 421 N BOONE, NC 28607	PP 2014 518878999 TAX RELEASES OUT OF BUSINESS	2146	02/27/2015	F02	5202	0 G01 F02 G01L F02L	8.61 1.38 .86 .14 <hr/> 10.99
1615344 KONRADY DEVELOPMENT AND REPLUMB INC 6709 FALCON POINTE WILMINGTON, NC 28411	PP 2014 615344999 TAX RELEASES BUSINESS MOVED OUT OF WATAUGA COUNTY	3431	02/27/2015	F02	5196	0 G01 F02	10.27 1.64 <hr/> 11.91
1632936 PARK, A JOE III PARK, GAY S 204 LYMAN HALL SAVANNAH, GA 31410-1045	RE 2013 2817-47-1897-000 REFUND RELEASE ANNEXED INTO TOWN OF BLOWING ROCK 2012	32262	02/27/2015	F12	5170	0 F12	19.25
1632936 PARK, A JOE III PARK, GAY S 204 LYMAN HALL SAVANNAH, GA 31410-1045	RE 2014 2817-47-1897-000 TAX RELEASES ANNEXED INTO TOWN OF BR 2013	25625	02/27/2015	F12	5169	0 F12	19.25
1500590 PITTS FAMILY CEMETERY 214 OLD CLAYTON GREEN RD BOONE, NC 28607	RE 2014 2809-19-8612-000 TAX RELEASES EXEMPT	24095	02/27/2015	F02	5193	0 F02 G01	6.70 41.94 <hr/> 48.64
1637575 STYLESCAPES LLC MISOYIANIS, GEORGE ERNEST 380 MILLERS POND LN BOONE, NC 286079355	MV 2009 6537BP TAX RELEASES MOVED OUT OF COUNTY	1378444	02/27/2015	F09	5190	0 G01 F09	76.78 7.36 <hr/> 84.14
1642028 TWELVE O'CLOCK SOMEWHERE LLC DBA PJS ALMOST WORLD FAMOUS PO BOX 2250 BLOWING ROCK, NC 28605	PP 2013 642028999 TAX RELEASES BUSINESS DISSOLVED IN 2012	3813	02/27/2015	C03	5173	0 G01 G01L	36.00 3.60 <hr/> 39.60
1642028 TWELVE O'CLOCK SOMEWHERE LLC DBA PJS ALMOST WORLD FAMOUS PO BOX 2250 BLOWING ROCK, NC 28605	PP 2014 642028999 TAX RELEASES BUSINESS DISSOLVED IN 2012	3779	02/27/2015	C03	5172	0 G01 G01L	36.00 3.60 <hr/> 39.60
DETAIL SUMMARY	COUNT: 34	RELEASES - TOTAL				52,600	8,674.67

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2006	PP	F01	FOSCOE FIRE PP	.60
2006	PP	G01	WATAUGA COUNTY PP	3.76
			2006 TOTAL	4.36
2007	PP	F01	FOSCOE FIRE PP	.75
2007	PP	G01	WATAUGA COUNTY PP	4.70
			2007 TOTAL	5.45
2008	PP	F01	FOSCOE FIRE PP	1.00
2008	PP	F07	COVE CREEK FIRE PP	4.00
2008	PP	G01	WATAUGA COUNTY PP	31.30
			2008 TOTAL	36.30
2009	PP	F01	FOSCOE FIRE PP	1.25
2009	PP	F07	COVE CREEK FIRE PP	4.25
2009	PP	G01	WATAUGA COUNTY PP	34.44
2009	MV	F09	MEAT CAMP FIRE MV	7.36
2009	MV	G01	WATAUGA COUNTY MV	76.78
			2009 TOTAL	124.08
2010	PP	F01	FOSCOE FIRE PP	2.00
2010	PP	F07	COVE CREEK FIRE PP	5.00
2010	PP	G01	WATAUGA COUNTY PP	43.82
			2010 TOTAL	50.82
2011	PP	F01	FOSCOE FIRE PP	2.02
2011	PP	F01L	FOSCOE FIRE LATE LIST	.20
2011	PP	G01	WATAUGA COUNTY PP	12.65
2011	PP	G01L	WATAUGA COUNTY LATE LIST	1.27
			2011 TOTAL	16.14
2012	PP	F01	FOSCOE FIRE PP	2.02
2012	PP	F01L	FOSCOE FIRE LATE LIST	.20
2012	PP	F02	BOONE FIRE PP	1.46
2012	PP	F02L	BOONE FIRE LATE LIST	.15
2012	PP	F07	COVE CREEK FIRE PP	5.05
2012	PP	G01	WATAUGA COUNTY PP	53.40
2012	PP	G01L	WATAUGA COUNTY LATE LIST	2.18
2012	MV	F01	FOSCOE FIRE MV	4.14
2012	MV	F11	TODD FIRE MV	2.51
2012	MV	G01	WATAUGA COUNTY MV	37.16
			2012 TOTAL	108.27
2013	RE	F12	BLOWING ROCK FIRE RE	19.25
2013	PP	C02	BOONE PP	16.95
2013	PP	F01	FOSCOE FIRE PP	2.02
2013	PP	F02	BOONE FIRE PP	1.46
2013	PP	F02L	BOONE FIRE LATE LIST	.15
2013	PP	F07	COVE CREEK FIRE PP	5.05

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2013	PP	G01	WATAUGA COUNTY PP	103.74
2013	PP	G01L	WATAUGA COUNTY LATE LIST	4.51
			2013 TOTAL	153.13
2014	RE	F01	FOSCOE FIRE RE	1,018.50
2014	RE	F02	BOONE FIRE RE	6.70
2014	RE	F07	COVE CREEK FIRE RE	26.30
2014	RE	F12	BLOWING ROCK FIRE RE	19.25
2014	RE	G01	WATAUGA COUNTY RE	6,733.57
2014	PP	C02	BOONE PP	18.57
2014	PP	F01	FOSCOE FIRE PP	2.02
2014	PP	F01L	FOSCOE FIRE LATE LIST	.20
2014	PP	F02	BOONE FIRE PP	12.94
2014	PP	F02L	BOONE FIRE LATE LIST	.14
2014	PP	F07	COVE CREEK FIRE PP	5.05
2014	PP	F12	BLOWING ROCK FIRE PP	19.00
2014	PP	F12L	BLOWING ROCK FIRE LATE LIST	1.90
2014	PP	G01	WATAUGA COUNTY PP	294.36
2014	PP	G01L	WATAUGA COUNTY LATE LIST	17.62
			2014 TOTAL	8,176.12
			SUMMARY TOTAL	8,674.67

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2013	C02 BOONE PP	16.95
C02	2013	G01 WATAUGA COUNTY PP	14.34
C02	2014	C02 BOONE PP	18.57
C02	2014	G01 WATAUGA COUNTY PP	14.18
C02 TOTAL			64.04
C03	2013	G01 WATAUGA COUNTY PP	36.00
C03	2013	G01L WATAUGA COUNTY LATE LIST	3.60
C03	2014	F12 BLOWING ROCK FIRE PP	19.00
C03	2014	F12L BLOWING ROCK FIRE LATE LIST	1.90
C03	2014	G01 WATAUGA COUNTY PP	306.12
C03	2014	G01L WATAUGA COUNTY LATE LIST	15.49
C03 TOTAL			382.11
F01	2006	F01 FOSCOE FIRE PP	.60
F01	2006	G01 WATAUGA COUNTY PP	3.76
F01	2007	F01 FOSCOE FIRE PP	.75
F01	2007	G01 WATAUGA COUNTY PP	4.70
F01	2008	F01 FOSCOE FIRE PP	1.00
F01	2008	G01 WATAUGA COUNTY PP	6.26
F01	2009	F01 FOSCOE FIRE PP	1.25
F01	2009	G01 WATAUGA COUNTY PP	7.83
F01	2010	F01 FOSCOE FIRE PP	2.00
F01	2010	G01 WATAUGA COUNTY PP	12.52
F01	2011	F01 FOSCOE FIRE PP	2.02
F01	2011	F01L FOSCOE FIRE LATE LIST	.20
F01	2011	G01 WATAUGA COUNTY PP	12.65
F01	2011	G01L WATAUGA COUNTY LATE LIST	1.27
F01	2012	F01 FOSCOE FIRE MV	6.16
F01	2012	F01L FOSCOE FIRE LATE LIST	.20
F01	2012	G01 WATAUGA COUNTY MV	38.57
F01	2012	G01L WATAUGA COUNTY LATE LIST	1.27
F01	2013	F01 FOSCOE FIRE PP	2.02
F01	2013	G01 WATAUGA COUNTY PP	12.65
F01	2014	F01 FOSCOE FIRE PP	1,020.52
F01	2014	F01L FOSCOE FIRE LATE LIST	.20
F01	2014	G01 WATAUGA COUNTY PP	6,388.46
F01	2014	G01L WATAUGA COUNTY LATE LIST	1.27
F01 TOTAL			7,528.13
F02	2012	F02 BOONE FIRE PP	1.46
F02	2012	F02L BOONE FIRE LATE LIST	.15
F02	2012	G01 WATAUGA COUNTY PP	9.14
F02	2012	G01L WATAUGA COUNTY LATE LIST	.91
F02	2013	F02 BOONE FIRE PP	1.46
F02	2013	F02L BOONE FIRE LATE LIST	.15
F02	2013	G01 WATAUGA COUNTY PP	9.14
F02	2013	G01L WATAUGA COUNTY LATE LIST	.91
F02	2014	F02 BOONE FIRE PP	19.64
F02	2014	F02L BOONE FIRE LATE LIST	.14
F02	2014	G01 WATAUGA COUNTY PP	122.92
F02	2014	G01L WATAUGA COUNTY LATE LIST	.86

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
		F02 TOTAL	166.88
F07	2008	F07 COVE CREEK FIRE PP	4.00
F07	2008	G01 WATAUGA COUNTY PP	25.04
F07	2009	F07 COVE CREEK FIRE PP	4.25
F07	2009	G01 WATAUGA COUNTY PP	26.61
F07	2010	F07 COVE CREEK FIRE PP	5.00
F07	2010	G01 WATAUGA COUNTY PP	31.30
F07	2012	F07 COVE CREEK FIRE PP	5.05
F07	2012	G01 WATAUGA COUNTY PP	31.61
F07	2013	F07 COVE CREEK FIRE PP	5.05
F07	2013	G01 WATAUGA COUNTY PP	31.61
F07	2014	F07 COVE CREEK FIRE PP	31.35
F07	2014	G01 WATAUGA COUNTY PP	196.25
		F07 TOTAL	397.12
F09	2009	F09 MEAT CAMP FIRE MV	7.36
F09	2009	G01 WATAUGA COUNTY MV	76.78
		F09 TOTAL	84.14
F11	2012	F11 TODD FIRE MV	2.51
F11	2012	G01 WATAUGA COUNTY MV	11.24
		F11 TOTAL	13.75
F12	2013	F12 BLOWING ROCK FIRE RE	19.25
F12	2014	F12 BLOWING ROCK FIRE RE	19.25
		F12 TOTAL	38.50
		SUMMARY TOTAL	8,674.67



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date 3/5/2015 1:13:47 PM

Payee Name	Address 1	Address 2	Address 3	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BLUE RIDGE ENERGIES LLC	PO BOX 2008		LENOIR, NC 28645	Situs error	G01	Tax	\$0.00	\$0.00	\$0.00
					C02	Tax	(\$529.38)	\$0.00	(\$529.38)
					C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
					F02	Tax	\$64.56	\$0.00	\$64.56
BROWN, JOSHUA	220 VILLAGE DR	UNIT 301	BLOWING ROCK, NC 28605	Mileage	G01	Tax	(\$10.11)	\$0.00	(\$10.11)
					C03	Tax	(\$10.01)	\$0.00	(\$10.01)
CRITCHER, MORRIS	164 HOWARDS CREEK RD		BOONE, NC 28607	Tag Surrender	G01	Tax	(\$12.18)	\$0.00	(\$12.18)
					F09	Tax	(\$1.95)	\$0.00	(\$1.95)
GREEN, LINDA	235 MONTEAGLE DR		BOONE, NC 28607	Vehicle Sold	G01	Tax	(\$2.58)	\$0.00	(\$2.58)
					F02	Tax	(\$0.41)	\$0.00	(\$0.41)
HANRATTY, JAMES	PO BOX 2408		BOONE, NC 28607	Reg . Out of state	G01	Tax	(\$4.11)	\$0.00	(\$4.11)
					C02	Tax	(\$4.86)	\$0.00	(\$4.86)
					C02	Vehicle Fee	\$0.00	\$0.00	\$0.00
JODY COFFEY CONSTRUCTIO	1855 MOUNTAIN VIEW DR		DEEP GAP, NC 28618	Tag Surrender	G01	Tax	(\$24.71)	\$0.00	(\$24.71)
					F10	Tax	(\$3.95)	\$0.00	(\$3.95)



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

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				Refund	\$28.66			
N KYLER, MICHAEL	VIEW BAP PO BOX 737	VALLE CRUCIS, NC 28691	Tag Surrender	G01	Tax	(\$5.00)	\$0.00	(\$5.00)
				F01	Tax	(\$0.80)	\$0.00	(\$0.80)
				Refund	\$5.80			
LEBEAU, ANDREW	276 WATAUGA VLLG DR H102	BOONE, NC 28607	Situs error	G01	Tax	\$0.00	\$0.00	\$0.00
				C02	Tax	(\$60.38)	(\$3.02)	(\$63.40)
				C02	Vehicle Fee	(\$5.00)	(\$0.25)	(\$5.25)
				F02	Tax	\$8.16	\$0.41	\$8.57
				Refund	\$60.08			
LOSCHIEDER, JAMES	2907 BAMBOO RD	BOONE, NC 28607	Tag Surrender	G01	Tax	(\$21.14)	\$0.00	(\$21.14)
				F02	Tax	(\$3.38)	\$0.00	(\$3.38)
				Refund	\$24.52			
MECO ELECTRIC CO INC	PO BOX 1513	BOONE, NC 28607	Vehicle Sold	G01	Tax	(\$7.19)	\$0.00	(\$7.19)
				F10	Tax	(\$1.15)	\$0.00	(\$1.15)
				Refund	\$8.34			
MENDOZA- BENITEZ, LUIS	119 HUBERT NORRIS RD	BOONE, NC 28607	Tag Surrender	G01	Tax	(\$5.87)	\$0.00	(\$5.87)
				F09	Tax	(\$0.94)	\$0.00	(\$0.94)
				Refund	\$6.81			
POOLE, BARBARA	3572 TUCKERS FARM SE	MARIETTA, GA 30067	Mileage	G01	Tax	(\$3.61)	\$0.00	(\$3.61)
				C03	Tax	(\$3.57)	\$0.00	(\$3.57)
				Refund	\$7.18			
SMITH, KELLY	1605 COUNTRY HILL LN	MANCHESTER, MO 63021	Reg . Out of state	G01	Tax	(\$1.18)	\$0.00	(\$1.18)
				C03	Tax	(\$1.16)	\$0.00	(\$1.16)
				Refund	\$2.34			
TUCKER, ALANA	855 RUSS CORNETT RD	BOONE, NC 28607	Situs error	G01	Tax	\$0.00	\$0.00	\$0.00
				C02	Tax	(\$14.23)	\$0.00	(\$14.23)
				C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				F02	Tax	\$1.74	\$0.00	\$1.74
				Refund	\$17.49			
VAINE, JERRY	3829	BOONE, NC	Tag	G01	Tax	(\$9.00)	\$0.00	(\$9.00)



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date 3/5/2015 1:13:47 PM

Owner	Address	Zip	Reason	Code	Type	Amount	Refund	Net
	JUNALUSKA RD	28607	Surrender	F02	Tax	(\$1.44)	\$0.00	(\$1.44)
							Refund	\$10.44
WARREN, DAVID	415 SHADY BARK LN	BOONE, NC 28607	Tag Surrender	G01	Tax	(\$18.22)	\$0.00	(\$18.22)
				F02	Tax	(\$2.91)	\$0.00	(\$2.91)
							Refund	\$21.13
WRIGHT, KELSEY	8931 HWY 105 S	BOONE, NC 28607	Situs error	G01	Tax	\$0.00	\$0.00	\$0.00
				C02	Tax	(\$44.61)	\$0.00	(\$44.61)
				C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
				F01	Tax	\$5.44	\$0.00	\$5.44
							Refund	\$44.17
							Refund Total	\$752.99

**AGENDA ITEM 7:**

**TAX MATTERS**

*C. Unpaid Real Estate Tax Bills*

**MANAGER'S COMMENTS:**

Mr. Warren will present the unpaid real estate tax bills for Board consideration and advertisement.

Board action is required to authorize Mr. Warren to advertise the unpaid real estate tax bills for 2014.



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# WATAUGA COUNTY TAX ADMINISTRATION

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

## MEMORANDUM

TO: Deron Geouque, County Manager  
FROM: Larry Warren, Tax Administrator  
SUBJECT: 2014 Unpaid Real Estate Tax-bills  
DATE: 03/09/2015

The 2014 report of unpaid taxes, which represent liens on real property, needs to be presented to the Board of County Commissioners at the March 17th meeting. The current 2014 amount of outstanding taxes for Watauga County is \$1,401,527.52. This equates to approximately 3.88% of the total original real tax levy. Upon receipt, the Board needs to order the Tax Collector to advertise these tax liens. According to the North Carolina statutes, the advertisement has to be published between March 1<sup>st</sup> and June 30<sup>th</sup>. We plan to advertise during the month of May, one time in the local newspaper, Watauga Democrat. Please let me know if you have any questions.

**AGENDA ITEM 8:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Scheduling of Budget Work Sessions*

**MANAGER'S COMMENTS:**

The Board will need to schedule two budget work sessions for the County's annual budget process. Current dates for Board consideration are May 11<sup>th</sup>, 4:00 PM to 8:00 PM and May 12<sup>th</sup> 4:00 PM to 7:00 PM.

Staff seeks direction from the Board.

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**AGENDA ITEM 8:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*B. Scheduling of Joint Meeting with the Economic Development Commission (EDC)*

**MANAGER'S COMMENTS:**

At the annual retreat, direction was given to schedule a joint meeting with the Economic Development Commission. A potential date would be April 14<sup>th</sup> at 1:00 PM which is the regularly scheduled meeting of the EDC. Another possible date for consideration would be the County Commissioner meeting on April 21, 2015 in which the joint meeting could be prior to the 5:30 PM Board meeting.

Staff seeks direction from the Board.

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**AGENDA ITEM 9:**

**PUBLIC COMMENT**

**AGENDA ITEM 10:**

**BREAK**

**AGENDA ITEM 11:**

**CLOSED SESSION**

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