

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

**TUESDAY, AUGUST 19, 2014  
5:30 P.M.**

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

| <b>TIME</b> | <b>#</b> | <b>TOPIC</b>   | <b>PRESENTER</b>                         | <b>PAGE</b>                     |
|-------------|----------|--|--|---------------------------------|
| 5:30        | 1        | CALL REGULAR MEETING TO ORDER  |  |                                 |
|             | 2        | APPROVAL OF MINUTES:<br>August 5, 2014, Regular Meeting<br>August 5, 2014, Closed Session  |  | 1                               |
|             | 3        | APPROVAL OF THE AUGUST 19, 2014, AGENDA  |  | 11                              |
| 5:35        | 4        | WATAUGA COUNTY LIBRARY SUMMER READING REPORT   | MS. MONICA CARUSO<br>MS. JUDITH WINECOFF | 13                              |
| 5:40        | 5        | BROOKSHIRE PARK WETLAND AND STREAM<br>CONSERVATION EASEMENT  | MR. JOE FURMAN                           | 15                              |
| 5:45        | 6        | VEHICLE BID AWARD REQUEST  | MR. TOM HUGHES                           | 25                              |
| 5:50        | 7        | TAX MATTERS<br>A. Annual Settlement of Tax Collector<br>B. Oath to Collect Taxes   | MR. LARRY WARREN                         | 33<br>85                        |
| 5:55        | 8        | PROPOSED CONTRACT WITH HIGHLAND MAPPING  | MR. JEFF VIRGINIA                        | 87                              |
| 6:00        | 9        | PUBLIC HEARING TO ALLOW CITIZEN COMMENT<br>REGARDING THE JANUARY 1, 2015, ELIMINATION OF THE<br>TOWN OF BOONE'S EXTRATERRITORIAL JURISDICTION<br>(ETJ)   | CHAIRMAN MILLER                          | 95                              |
| 6:05        | 10       | SMOKY MOUNTAIN CENTER QUARTERLY REPORTS  | MS. MARGARET PIERCE                      | 97                              |
| 6:10        | 11       | MISCELLANEOUS ADMINISTRATIVE MATTERS<br>A. Oak Street Property Letter of Intent<br>B. Proposed Final Approval of the Lease with the<br>Watauga County Arts Council<br>C. Proposed Architect Contract for Site Analysis at<br>the Recreation Complex<br>D. September Meeting Schedule<br>E. Announcements | MR. DERON GEOUQUE                        | 101<br>107<br>121<br>125<br>127 |
| 6:15        | 12       | PUBLIC COMMENT   |  | 128                             |
| 7:15        | 13       | ADJOURN  |  |                                 |

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

August 5, 2014, Regular Meeting Minutes

August 5, 2014, Closed Session Minutes

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, AUGUST 5, 2014**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 5, 2014, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

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

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

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the July 8, 2014, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the July 8, 2014, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Welch, moved to approve the July 8, 2014, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the August 5, 2014, agenda.

County Manager Geouque requested the addition of a Closed Session for Attorney/Client Matters per, G. S. 143-318.11(a)(3)

Chairman Miller requested the addition of a public hearing request from a citizen seeking to have his zip code changed by the United States Postal Service.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the August 5, 2014, agenda as amended.

VOTE: Aye-5  
Nay-0

### **WATAUGA COUNTY ARTS COUNCIL REQUEST TO MODIFY LEASE**

Ms. Cherry Johnson, Watauga County Arts Council, introduced Ms. Pat Lanno, President of the Watauga County Arts Council Board of Directors, who presented a request to continue to lease the facility located at 377 Shadowline Drive. The current lease is scheduled to expire April 15, 2015. The Arts Council has invested over \$23,000 into the building and grounds.

The term of the proposed lease was for nine (9) years commencing April 16, 2015 and ending on April 15, 2024, and shall automatically renew for successive ninety (90) day periods unless either party gives notice of its intent not to renew. Rent was one dollar (\$1) per year and any subleases must be approved by the Board of Commissioners. The County Manager presented a resolution to be approved by the Board authorizing the execution of the lease with final adoption at a regular Board meeting upon 10 days' public notice. Adoption of the resolution was required should the County desire to enter into the lease.

Notice was required to be given by publication describing the property to be leased, stating the annual lease payments, and announcing the Board's intent to authorize the lease at its next regular meeting. Board action was requested to tentatively approve the lease with the Watauga County Arts Council; approve the resolution authorizing the execution of the lease; and direct staff to provide public notice of the Board's intent to lease the property at 377 Shadowline Drive for one dollar (\$1) a year for a five (5) year period to the Watauga County Arts Council to be adopted and approved at the Board's regularly scheduled meeting on August 19, 2014.

Vice-Chairman Blust, seconded by Chairman Miller, moved to approve the resolution and to direct staff to advertise the lease with final approval of the lease to be given at the August 19, 2014, Board meeting.

VOTE: Aye-4(Miller, Blust, Welch, Yates)  
Nay-0(Kennedy)

### **BID AWARD REQUEST FOR REPAIRS TO THE TRANSFER STATION FLOOR**

Mr. J.V. Potter, Operations Service Director, presented the following bids received for repairs to the transfer station floor:

| Bidder                            | Bid Per Square Foot | Total Bid    |
|-----------------------------------|---------------------|--------------|
| Industrial Supply Solutions, Inc. | \$9.35              | \$88,825.00  |
| Leak Associates, Inc.             | \$13.16             | \$125,000.00 |
| Tufco Carolinas, Inc.             | \$15.00             | \$142,500.00 |

Mr. Potter stated that Industrial Supply Solutions offered the lowest responsive bid in the amount of \$88,825. The proposal would repair approximately 9,500 square feet of floor space. The replacement of the floor was discussed during the budget process and adequate funds were available for the expense.

Commissioner Yates, seconded by Commissioner Kennedy, moved to award the bid to Industrial Supply Solutions in the amount of \$88,825 for repairs to the transfer station floor.

VOTE: Aye-5  
Nay-0

**REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT REGARDING PROPOSED AMENDMENTS TO THE ORDINANCE TO GOVERN HEIGHT OF STRUCTURES IN WATAUGA COUNTY**

Mr. Furman, Planning and Inspections Director, requested a public hearing be scheduled to seek public input on an amendment to the County’s building height ordinance. Blue Ridge Mountain Club made a request to the Planning Board for the amendment. After review and consideration the Planning Board voted to recommend the ordinance change to the Board of Commissioners.

The amendment would simplify the method used to determine building height and allow the applicant an option to utilize the method as specified by the North Carolina Building and Residential Codes. No change would be made to the 40 foot height limitation.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to schedule a public hearing on September 16, 2014, at 6:00 P.M. to seek public input on a proposed amendment to the County’s building height ordinance.

VOTE: Aye-5  
Nay-0

**MAINTENANCE MATTERS**

***A. Bid Award Request for Truck Purchase***

Mr. Robert Marsh, Maintenance Director, presented the following bids for the purchase of one (1) 2015 Ford F250 4x4 pickup truck:

| Bidder           | Amount      |
|------------------|-------------|
| Boone Ford       | \$22,623.02 |
| Ashe County Ford | \$22,642.60 |
| Capital Ford     | \$22,648.00 |

Mr. Marsh received three (3) bids in which Boone Ford was the lowest responsive bidder in the amount of \$22,623.02 plus \$684.69 for tax and tag. Adequate funds have been budgeted to cover the expenditure.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to award the bid to Boone Ford for one (1) 2015 Ford F250 4X4 pickup truck in the amount of \$22,623.02 plus \$684.69 for tax and tag, for a total amount of \$23,307.71.

VOTE: Aye-5  
Nay-0

***B. Proposed Contract for Architectural Services for Medics Base #3***

Mr. Marsh presented a contract as negotiated with Innovative Designs for architectural services for the new medic base as authorized at the May 7, 2014, Board meeting. Staff negotiated a fixed fee of \$45,000, which protects the County should the project come in higher than budgeted. The current budget for the project is \$667,000 of which \$126,000 has been spent for land and preliminary engineering. The County Attorney stated that he had reviewed the contract and the firm had to comply with the Standard of Care for Architects.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the contract with Innovative Designs in the amount of \$45,000 for architectural services for the new medic base.

VOTE: Aye-5  
Nay-0

**COMMUNICATIONS & EMERGENCY SERVICES**

***A. Out-of-State Travel Request***

Mr. Jeff Virginia stated at the November 19, 2013, meeting the Board approved the submission of a grant application to the North Carolina Emergency Management for a hazardous materials exercise in the amount of \$10,000. The exercise scenario entails an accident in which hazardous materials would be released into the Watauga River affecting the counties of Watauga, Avery, Johnson and Carter with the latter two being located in Tennessee.

As part of the grant, out-of-state travel to Tennessee is required to complete the exercise. Mr. Virginia requested approval to authorize out-of-state travel for the staff members of the Emergency Services Department to attend the tabletop exercise.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to authorize out-of-state travel for the staff members of the Emergency Services Department to attend the tabletop exercise

VOTE: Aye-5  
Nay-0

***B. Proposed HMGP Grant Application***

Mr. Steve Sudderth, Fire Marshal, presented an application to the Hazardous Mitigation Grant Program (HMGP) to apply for funding for the demolition and removal of a home located at 131 Morningside Drive in Boone. Several years ago numerous homes located in the area were demolished and removed along Morningside Drive as part of a HMGP project. At that time, the subject property owner was not interested in participating in the project. However, continued flood related issues after the sale of the home has prompted the new owners to request participation in the HMGP. Based on conversations with Mr. Sudderth, the Town of Boone is not interested in participating in the current application leaving the County the only option for assistance and relief for the home owner.

The total cost of the project is \$215,874 with a required match of \$53,968.50, which is to be paid by the State. The only cost to the County would be staff time and maintenance (mowing/weed eating) of the property once the project is completed. Staff would continue to work with the Town for possible incorporation into the existing lots already mitigated.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the application and adopt the resolution designating the County Manager as the Primary Agent and the Fire Marshal as the Secondary Agent.

VOTE: Aye-5  
Nay-0

**TAX MATTERS**

***A. Monthly Collections Report***

Tax Administrator Larry Warren presented the Tax Collections Report for the month of July 2014. This report was presented for information only and, therefore, no action was required.

***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for July 2014, as well as a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the Refunds and Releases Report for July 2014, as presented.

VOTE: Aye-5  
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the North Carolina Vehicle Tax System Refunds and Releases Report for July 2014 as presented.

VOTE: Aye-5  
Nay-0

**REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT REGARDING A CITIZEN'S REQUEST TO CHANGE ZIP CODE**

Chairman Miller stated that a citizen had requested an address change for his residence from a Lenoir zip code to a Boone zip code. The United States Postal Service stated that a public meeting had to be held prior to consideration of such a change. Chairman Miller stated that the citizen had requested the Board of Commissioners hold a public hearing at the October 21, 2014, Board meeting which would serve as the required public hearing.

Chairman Miller, seconded by Commissioner Kennedy, moved to schedule a public hearing on October 21, 2014, at 6:00 P.M. to seek public input on a citizen's request to the United States Postal Service for a change of zip code for his residence.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Caldwell Community College & Technical Institute (CCC&TI) Proposed Land Transfer***

County Manager Geouque stated that, as discussed at the annual retreat, Caldwell Community College and Technical Institute had turned over the Continuing Education Building to the County as they no longer required the use of the building with the completion of the new facility at the White Oak Campus. Staff examined the building and reviewed potential uses for County operations. Based on the review, staff recommends surplus of the property and authorization for the sale of the property on GovDeals as there were no current County needs for the facility. If approved, a sale price needed to be established and adopted in the proposed resolution authorizing the sale of the property on GovDeals. The current tax value of the property is \$331,000.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to accept the Continuing Education Building and property from Caldwell Community College and Technical Institute, surplus the property, and adopt the resolution authorizing the sale of the property through GovDeals with the minimum beginning bid set at \$331,000.00.

VOTE: Aye-5  
Nay-0

***B. Request to Accept Grant to Fund Potential Recreation Center Site Analysis and Renderings***

County Manager Geouque stated that at the last Board meeting, direction was given to staff to pursue and accept a \$10,000 grant from the NC Community Foundation to fund all or a portion of the site analysis for a potential recreation center. Mr. Francis with the NC Community Foundation indicated that he would not have a response regarding the funding until possibly August.



After the Board meeting, Ms. Jennifer Greene with the Appalachian District Health Department notified County staff of the availability of \$10,000 in funding as part of their Community Transformation Grant. The County Manager presented a Memorandum of Understanding (MOU) between the County and the Appalachian District Health Department to provide a one-time grant award in the amount of \$10,000 for a site analysis for a recreation center. County staff would continue to work with the NC Community Foundation and in the event additional funding was provided the scope of the project could be increased to utilize the additional funding.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the Memorandum of Understanding (MOU) with the Appalachian District Health Department to provide \$10,000 for a site analysis at 231 Complex Drive for a potential recreation center.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque stated that the North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe 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.

Commissioner Yates, seconded by Chairman Miller, moved to appoint Commissioner Kennedy as the Watauga County voting delegate at the North Carolina Association of County Commissioners' Annual Business Meeting

VOTE: Aye-5  
Nay-0

County Manager Geouque stated that Smoky Mountain Center has requested a Watauga County representative be appointed to the Smoky Mountain Advisory Board.

Chairman Miller, seconded by Commissioner Yates, moved to appoint Commissioner Kennedy as the Watauga County representative on the Smoky Mountain Center Advisory Board.

VOTE: Aye-5  
Nay-0

***D. Boards and Commissions***

County Manager Geouque stated that Ms. Laura Jane Ward, Regional Ombudsman with the High Country Council of Governments, requested that Mr. Herbert Hash be considered for reappointment to the Watauga County Nursing Home Advisory Committee for a three-year term. This was a second reading and, therefore, action could be taken, if so desired.

Commissioner Kennedy, seconded by Commissioner Welch, moved to reappoint Mr. Herbert Hash to the Watauga County Nursing Home Advisory Committee for a three-year term.

VOTE: Aye-5  
Nay-0

***E. Announcements***

County Manager Geouque announced the following:

- The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe County.
- A public hearing will be held at 6:00 P.M. on Tuesday, August 19, 2014, to allow citizen comment on the January 1, 2015, elimination of the Town of Boone's Extraterritorial Jurisdiction (ETJ) in the Commissioners' Board Room.
- A Reception will be held on Friday, August 15, 2014, from 5:30 to 7:30 P.M. at Crossnore School to honor Judge Alexander Lyerly upon his retirement from a career of service.

**PUBLIC COMMENT**

Ms. Mary Tome and Ms. Janet Hutchinson shared concerns regarding the County's tennis courts.

**CLOSED SESSION**

At 9:37 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

Commissioner Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 10:00 A.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Kennedy, seconded by Commissioner Welch, moved to adjourn the meeting at 10:00 A.M.

VOTE: Aye-5  
Nay-0

---

Nathan A. Miller, Chairman

ATTEST:

---

Anita J. Fogle, Clerk to the Board

Blank Page

**AGENDA ITEM 3:**

**APPROVAL OF THE AUGUST 19, 2014, AGENDA**

Blank Page

**AGENDA ITEM 4:**

**WATAUGA COUNTY LIBRARY SUMMER READING REPORT**

**MANAGER'S COMMENTS:**

Ms. Monica Caruso, County Librarian, and Ms. Judith Winecoff, Youth Services Librarian, will present a brief report on the Summer Reading Program.

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

Blank Page

## **AGENDA ITEM 5:**

### **BROOKSHIRE PARK WETLAND AND STREAM CONSERVATION EASEMENT**

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

Mr. Joe Furman, Planning and Inspections Director, will present the Brookshire Park Wetland and Stream Conversation Easement. On 6-19-2012, the Board approved a contract with Blue Ridge Development Group, LLC (BRDG) for development of a wetlands mitigation bank on the County's Brookshire property. In addition, BRDG was to build a greenway in conjunction with the grading needed to construct the wetlands.

The easement requires Board approval to establish the compensatory stream and wetland mitigation banks as referenced in the previously approved contract. The easement would be donated by the Board and held and monitored by the Watauga Soil and Water Conservation District. The donation would establish the stream and wetland mitigation/restoration project as defined by the attached map.

The County Attorney has already reviewed and approved the easement as presented. Board action is requested to approve the easement.



August 6, 2014

Blue Ridge Development Group, LLC

Derek Goddard, Member- Manager

1305 South Collegiate Drive

Wilkesboro, NC 28697

RE: Brookshire Park Wetland and Stream Conservation Easement

Mr. Goddard,

Please accept this letter as confirmation that the Watauga County Board of Commissioners , through its legal counsel, has reviewed and approved the Draft Model Conservation Easement Document for compensatory stream and wetland mitigation banks provided by the United States Army Corps of Engineers. The Board hereby verifies its intention to proceed with donating the easement, to be held by the Watauga Soil and Water Conservation district, for the purpose of establishing a stream and wetland mitigation/restoration project at Brookshire Park as depicted by the attached map. We will proceed when you and/or the Corps of Engineers require the easement to be signed and recorded.

Sincerely,

Nathan A. Miller  
Chairman

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Watauga County, ("Grantor") and \_\_\_\_\_ (Grantee).

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

### RECITALS

WHEREAS, Grantor owns in fee simple certain real property situated, lying and being in Watauga County, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein ("Property");

WHEREAS, Grantee is [either a public body of this state, an agency of the United States, or a nonprofit corporation or trust whose purpose is the conservation of property], and is qualified to be the Grantee of a conservation easement pursuant to N.C. Gen. Stat. § 121-35;

WHEREAS, Grantor and Grantee recognize the conservation, scenic, natural, or aesthetic value of the property in its natural state, which includes the following natural communities: [describe by wetland and/or stream type, as well as any associated buffers or upland communities]. The purpose of this Conservation Easement is to maintain wetland and/or riparian resources and other natural values of the Property, and prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition.

WHEREAS, the preservation of the Property is required by a Mitigation Banking Instrument for the [Name of Bank], Department of the Army Action ID [Action ID number for the mitigation bank]. The Mitigation Bank is intended to be used to compensate for unavoidable stream and/or wetland impacts authorized by permits issued by the Department of the Army. Grantor and Grantee agree that third-party rights of enforcement shall be held by the U.S. Army Corps of Engineers, Wilmington District (Corps, to include any successor agencies), and that these rights are in addition to, and do not limit, the rights of the parties to the Mitigation Banking Instrument.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its heirs, successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property described on Exhibit A, together with the right to preserve and protect the conservation values thereof, as follows:

### ARTICLE I.

#### DURATION OF EASEMENT

This Conservation Easement shall be perpetual. This conservation Easement is an easement in gross, runs with the land and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents and licensees. **In the event wetland and stream restoration credits are not given by the United States Army Corp of Engineers and/or allocated by the**

Grantee within five years of the date of this Easement, or in the event this property ceases to be a wetland through no fault of the Grantor, this Easement shall automatically terminate.

## ARTICLE II.

### PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purpose of this Conservation Easement is prohibited. The Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Property.

C. Industrial, Commercial and Residential Use. Industrial, residential and/or commercial activities, including any right of passage for such purposes are prohibited.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, animal husbandry, and horticultural use of the Property are prohibited.

E. Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Property.

F. Roads and Trails. There shall be no construction of roads, trails or walkways on the property; nor enlargement or modification to existing roads, trails or walkways.

G. Signage. No signs shall be permitted on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantor as owner of the property.

H. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property is prohibited.

I. Excavation, Dredging or Mineral Use. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Property, except to restore natural topography or drainage patterns.

J. Water Quality and Drainage Pattern. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

K. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

L. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles, cars and trucks is prohibited. [The Corps will generally allow the use of vehicles on existing roads provided those roads are identified by reference to a recorded map showing their location, configuration, and size.]

M. Other Prohibitions. Any other use of, or activity on, the Property which is or may become inconsistent with the purposes of this grant, the preservation of the Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

#### ARTICLE III

##### GRANTOR'S RESEVERED RIGHTS

The Grantor expressly reserves for himself, his personal representatives, heirs, successors or assigns, the right to continue the use of the property for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Property, the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement.

[For use when mitigation work (approved or required restoration, creation, or enhancement) is to be done on the property] Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns, the right to construct wetland and stream mitigation on the Property, in accordance with the [describe mitigation plan by title, date and permit action id if a single mitigation site; if a mitigation bank, include the language "detailed mitigation plan approved in accordance with the Mitigation Banking Instrument for the \_\_\_\_\_ Mitigation Bank.]

#### ARTICLE IV.

##### GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and the Corps, shall have the right to enter the Property at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

#### ARTICLE V

##### ENFORCEMENT AND REMEDIES

A. To accomplish the purposes of this Easement, Grantee is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by such activity or use. Upon any breach of the terms of this Conservation

Easement by Grantor that comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have 30 days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after 30 days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and

other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement. The costs of a breach, correction or restoration, including the Grantee's expenses, court costs, and attorneys' fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. The Corps shall have the same right to enforce the terms and conditions of this easement as the Grantee.

B. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

C. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

#### ARTICLE VI

##### MISCELLANEOUS

A. Warranty. Grantor warrants, covenants and represents that it owns the Property in fee simple, and that Grantor either owns all interests in the Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement, and that Grantor will warrant and defend title to the Property against the claims of all persons.

B. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Corps.

C. Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

D. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E. Obligations of Ownership. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantor shall keep the Property free of any liens or other encumbrances for obligations incurred by Grantor. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

F. Extinguishment. In the event that changed conditions render impossible the continued use of the Property for the conservation purposes, this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.

G. Eminent Domain. Whenever all or part of the Property is taken in the exercise of eminent domain so as to substantially abrogate the Restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.

H. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this Property is sold, exchanged, or involuntarily converted following an extinguishment or the exercise of eminent domain, Grantee shall be entitled to the fair market value of this Conservation Easement. The parties stipulate that the fair market value of this Conservation Easement shall be determined by **calculating the fair market value of the Conservation Easement upon the property. The Grantee shall be entitled to receive as compensation the value of the Conservation Easement. The Grantor shall be entitled to recover the fair market value of the property without the Conservation Easement upon it, less the value of the Conservation Easement as set forth herein.**  ~~multiplying the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this easement at the time of this grant to the value of the Property (without deduction for the value of this Conservation Easement) at the time of this grant. The values at the time of this grant shall be the values used, or which would have been used, to calculate a deduction for federal income tax purposes, pursuant to Section 170(h) of the Internal Revenue Code (whether eligible or ineligible for such a deduction). Grantee shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.~~

I. Notification. Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

**To Grantor:**

County of Watauga  
Attn: County Manager  
814 West King Street, Suite 210

Boone, NC 28607

[Name, address and fax number]

**To Grantee:**

[Name, address and fax number]

**To the Corps:**

[Name, address and fax number]

J. Failure of Grantee. If at any time Grantee is unable or fails to enforce this Conservation Easement, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of one of these events Grantee fails to make an assignment pursuant to this Conservation Easement, then the Grantee's interest shall become vested in another qualified grantee in accordance with an appropriate proceeding in a court of competent jurisdiction.

K. Amendment. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the conservation purposes of this grant.

L. [For use if there is a document describing the current condition of the property. The language provided is applicable if there is a mitigation plan that accurately describes the current condition and uses of the property. If there is not such a plan, another document we agree is accurate and can be identified and is in our files can be referenced.]Present Condition of the Property. The wetlands, scenic, resource, environmental, and other natural characteristics of the Property, and its current use and state of improvement, are described in Section \_\_\_\_, Appendix B of the Mitigation Plan, dated \_\_\_\_\_, prepared by Grantor and acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

County of Watauga

Grantee:

By: \_\_\_\_\_

By: \_\_\_\_\_

Nathan A. Miller, Chairman  
Watauga County Board  
of Commissioners

\_\_\_\_\_, President

ATTEST:

By: \_\_\_\_\_

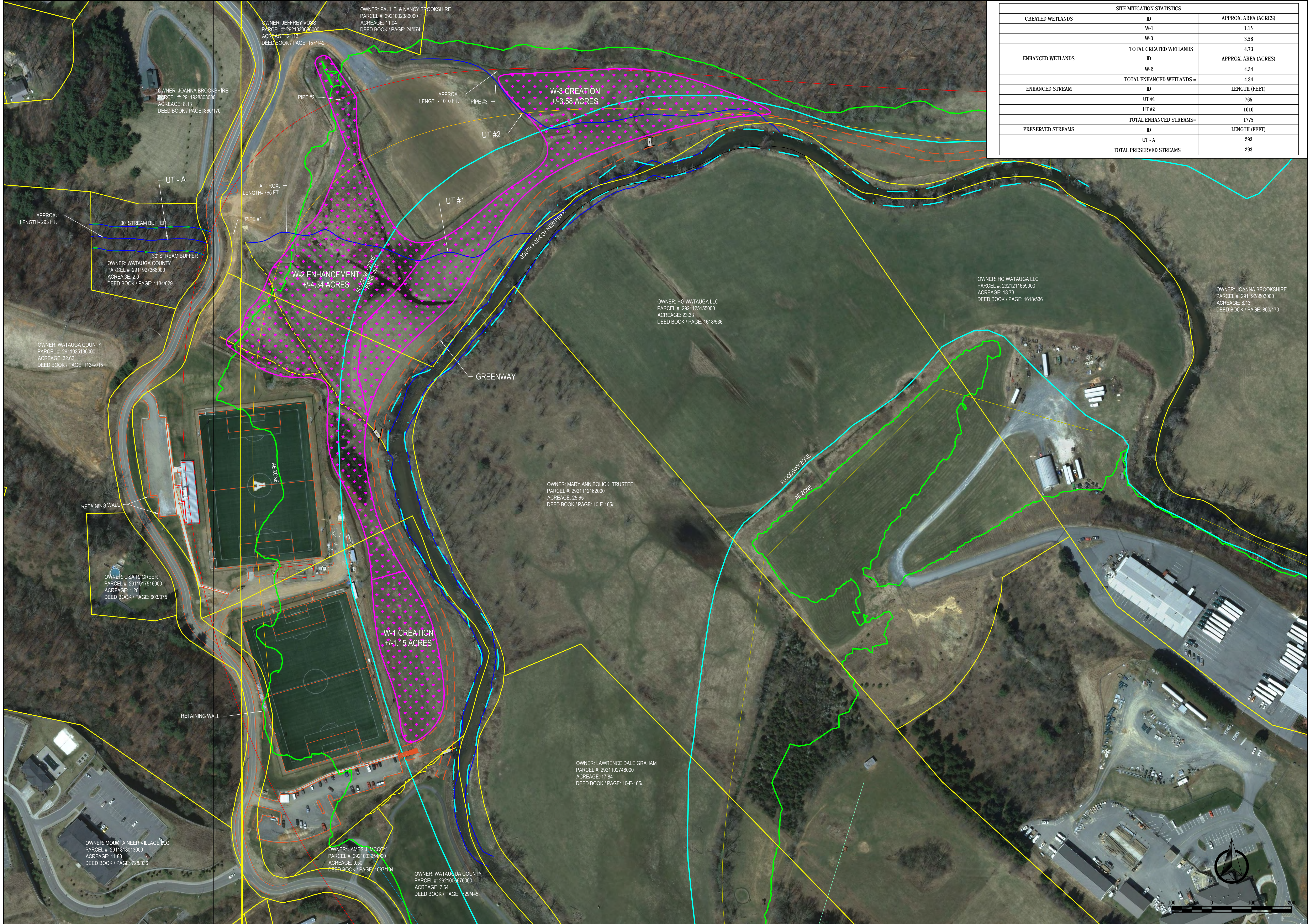
Anita Fogle, Clerk to the Board

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

---

Margaret Pierce  
Watauga County Finance Officer





| SITE MITIGATION STATISTICS |                           |                      |
|----------------------------|---------------------------|----------------------|
| CREATED WETLANDS           | ID                        | APPROX. AREA (ACRES) |
|                            | W-1                       | 1.15                 |
|                            | W-3                       | 3.58                 |
| TOTAL CREATED WETLANDS=    |                           | 4.73                 |
| ENHANCED WETLANDS          | ID                        | APPROX. AREA (ACRES) |
|                            | W-2                       | 4.34                 |
|                            | TOTAL ENHANCED WETLANDS = |                      |
| ENHANCED STREAM            | ID                        | LENGTH (FEET)        |
|                            | UT #1                     | 765                  |
|                            | UT #2                     | 1010                 |
| TOTAL ENHANCED STREAMS=    |                           | 1775                 |
| PRESERVED STREAMS          | ID                        | LENGTH (FEET)        |
|                            | UT - A                    | 293                  |
|                            | TOTAL PRESERVED STREAMS=  |                      |

**AERIAL PLAN**

REVISIONS:

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

DATE:

**PRELIMINARY**

BLUE RIDGE ENVIRONMENTAL CONSULTANTS, PA  
ENGINEERING / PLANNING / ENVIRONMENTAL

NCBEL'S ENGINEERING FIRM #C-3448

1305 SOUTH COLLEGGATE DRIVE  
WILKESBORO, NC 28697

336.844.0888  
http://brnc.biz

BROOKSHIRE PARK

PREPARED FOR:  
WATAUGA COUNTY  
300 SOUTH STREET - SUITE A  
BOONE, NC 28607

DATE: 05/22/2014

PROJECT NUMBER: 0800012012

DRAWN BY: J. SANDERS

APPROVED BY: J. CHURCH

SCALE: 1" = 100' (H)  
(V)

SHEET: **C1**

## **AGENDA ITEM 6:**

### **VEHICLE BID AWARD REQUEST**

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

Mr. Tom Hughes, Social Services Director, will present bids for the purchase of one (1) 2015 Subaru Outback Base 2.5i model. Mr. Hughes received three (3) bids in which Mike Brown Subaru was the lowest bidder in the amount of \$24,567. However, Modern Subaru of Boone was contacted and they were willing to match the price.

Board action is requested to award the bid to Modern Subaru of Boone for one (1) 2015 Subaru Outback Base 2.5i in the amount of \$24,567 plus \$743.01 for tax and tag, for a total amount of \$25,310.01. Adequate funds have been budgeted to cover the expenditure.

Board action is required.



*Watauga County*  
*Department of Social Services*

SOCIAL SERVICES BOARD  
Tom Trexler, Chair  
Lynn Patterson, Vice Chair  
Nathan Miller  
Mary Moretz  
Sharon Breitenstein

132 POPLAR GROVE CONNECTOR – SUITE C  
BOONE, NORTH CAROLINA 28607  
Telephone 828-265-8100  
TDD 1-800-735-2962  
Voice 1-800-735-8262  
Fax 828-265-7638

Tom Hughes  
Director

TO: Deron Geouque, County Manager

FROM: Tom Hughes, DSS Director

SUBJ: 2015 Subaru Outback

DATE: July 28, 2014

Watauga County approved funding of \$27,000.00 for the purchase of a new vehicle to be used by the Department of Social Services. We obtained bids from three dealers, one being our local dealer, Modern Subaru, and other bids were from Mike Brown Subaru and Jim Armstrong Subaru. The best bid of \$24,567.00 (pretax price) came from Mike Brown Subaru. However, we contacted Modern Subaru, whose original bid was \$24,791.00, and asked if they would consider matching Mike Brown's price and they said they would match that price. Thus, the County Resident Bidder's Certification Form was completed to lock in that price match. The taxes and the cost of the permanent tag are respectively \$737.01 and \$6.00; therefore, the overall cost of the Outback would be \$25,310.01.

BID Summary:

Modern Subaru-original bid \$24,791.00, final bid \$24,567.00  
Mike Brown Subaru-\$24,567.00  
Jim Armstrong Subaru-\$24,677.00

It is my recommendation that the County award the bid to Modern Subaru, which in turn will help our local economy. Thank you!

### County Resident Bidder's Certification Form For Price-Matching Preference

#### PART I

1. ALL RESIDENT AND NONRESIDENT BIDDERS MUST ANSWER THE FOLLOWING QUESTION:

Bidder is a resident of Watauga County as defined in this policy:

YES  NO  
(circle one)

(Bidder may be deemed a **Non-County resident bidder**, if it failed to circle any choice.)

2. ALL COUNTY RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE PARTS II AND III BELOW

County Resident Bidder requests the price-matching preference:

YES  NO  
(circle one)

(Bidder shall be deemed **not** to have requested the preference, if it failed to circle any choice.)

#### PART II

Please check the boxes applicable to the Bidder's business and provide the information requested in order for the Bidder to be considered for the price-matching preference established by this policy. If Bidder has paid both types of taxes, it may check both boxes in the left column and provide amounts in the appropriate boxes below.

I hereby certify that the Bidder has paid in full and is current on all County property taxes, personal property taxes and motor vehicle taxes.

AND

1. I hereby certify that the Bidder is a resident of Watauga County, in that, Bidder's principal place of business is located in Watauga County.

A. Business Type (circle one of the following):

- CORPORATION (ALL TYPES)
- LIMITED LIABILITY COMPANY
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- LIMITED LIABILITY PARTNERSHIP

- SOLE PROPRIETORSHIP
- INDIVIDUAL
- UNINCORPORATED ASSOCIATION
- OTHER

B. Provide address of principal place of business/principal office in Watauga County:

199 Hwy 105 Extension

Street Address (no P.O. Box number)

Boone, NC 28607

City, State, Zip Code

Is the above address the location of Bidder's headquarters?

YES  NO  
(circle one)

If Bidder has a public website, provide the link/address:

www.modernsubaru.com



**PART III**

I hereby certify that the Bidder is a resident of the County of Watauga, in that, Bidder directs or manages its trade or business from its principal place of business in Watauga County.

- A. State the number of employees that work at the Bidders principal place of business: 100
- B. State the total number of employees in Bidder's entire workforce: 610

By executing this certification, the Bidder agrees to provide any additional information or documentation requested by the County (during the procurement process while seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request. If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the County determines that certifications or information in the Certificate are false, substantially inaccurate or misleading, the County may:

1. Cancel the County resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and County resident bidder shall be liable for all cost it incurs as a result of the cancellation and all increased costs of the County that may be incurred by awarding the contract to the next lowest bidder;
2. Exclude the bidder from any price-matching preference in any future County bidding opportunities; and/or
3. Debar Bidder from doing business with the County for a period of time determined by the County.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: Frank Warriner

Signature: [Handwritten Signature]

Title: Sales Manager

Date: 7/25/14



## Karen.Ward

---

**From:** EmailService@DealerSocket.com on behalf of Adriane Lewis  
[EmailService@DealerSocket.com]  
**Sent:** Friday, July 25, 2014 1:44 PM  
**To:** Karen.Ward  
**Subject:** RE: RE: Modern Subaru: 2015 Outback quote

Hi Karen,

We would be happy to honor and match \$24,567.00 on the 2015 Outback 2.5i. We do have one coming in August that is a Carbide Gray Metallic 2.5i base or whenever you want to talk about ordering one, please do not hesitate to contact me.

Thanks again.

Regards,

**Adriane Lewis**

**Internet Sales Consultant**

Modern Subaru

199 Hwy 105 Ext

Boone, NC 28607

[www.modernsubaru.com](http://www.modernsubaru.com)

(888) 693-1304

828-264-0675

Mon-Fri 9AM till 7PM Sat 9AM till 6PM



----- Original Message -----

FROM EMAIL: Karen.Ward@watgov.org

TO: subarureply@modernautomotive.com

Sent: 7/25/2014 1:14:42 PM

SUBJECT: RE: Modern Subaru: 2015 Outback quote

Adriane-

In looking at all three of our quotes yours is actually the highest. Would you be willing to match our quote from Mike Brown Subaru, which was \$24,567.00?

Karen

**From:** EmailService@DealerSocket.com [mailto:EmailService@DealerSocket.com]

**Sent:** Friday, July 25, 2014 12:34 PM

**To:** Tom.Hughes

**Cc:** Karen.Ward

**Subject:** Modern Subaru: 2015 Outback quote



[Modern Subaru](#) [New Subaru's](#) [Used Cars](#) [Parts and Service](#) [Hours and Directions](#)

Hey Tom and Karen,

Thank you for calling today. 2015 Outback Base 2.5i model quote is \$24,791 Plus applicable tax, tag and doc fee. Thanks for considering us and please let me know what your decision is.

Thank you and I hope to hear from you soon.

**Adriane Lewis**

**Internet Sales Consultant**

Modern Subaru

199 Hwy 105 Ext

Boone, NC 28607

[www.modernsubaru.com](http://www.modernsubaru.com)

(888) 693-1304

828-264-0675

Mon-Fri 9AM till 7PM Sat 9AM till 6PM



Date 7-23-14

To: Tom  
Rick ~~TITTO~~ / Karen

From: LAZ AGUAYO

Notes: We can order a 2015 Subaru  
OUTBACK FOR \$24,567 OUT THE DOOR PRICE.  
Includes 2 Free Oil changes and  
car washed for the first year. Please  
call me for more info

Price  
 \$24,567

Total Pages Including Cover Sheet: 1



828-265-7638

Mike Miller  
Jim Armstrong Subaru

VIN: 4S4BSAC3F20R689  
Model Code: 2016 Subaru Outback 2.5i (FDB)  
Exterior Color: Turquoise Metallic  
Port / Assembly: Lafayette, IN  
Delivered by / Carrier: Truck / FOB

# OUTBACK



Confidence in Motion



## STANDARD EQUIPMENT SAFETY

- Symmetrical All-Wheel Drive (AWD)
- Vehicle Dynamics Control (VDC)
- Anti-Lock Brakes: 4-Wheel Disc
- Rear Vision Camera
- Subaru Advanced Frontal Air Bag System
- Side-Curtain Air Bags
- Front Seat Cushion Air Bags
- Seat Side-Impact Air Bags
- 3-Point Seatbelts, All Seating Positions
- LATCH System for Child Safety Seats
- Anti-Theft Alarm & Immobilizer System
- Breath Alcohol System

- ### PERFORMANCE AND EXTERIOR
- 2.5L, Horizontally-Opposed 4-Cyl Engine
  - X-Mode w/ Hill Descent
  - Interior Ambient Lighting
  - Fully Independent Rear Suspension
  - Rear Rails w/ Cross Bars & Tie Downs
  - Transfer Gear

- ### COMFORT, CONVENIENCE AND INTERIOR
- 6.2-inch instrument screen, HD Radio/CD Player
  - Bluetooth® Hands-Free Phone & Audio
  - Air, Pollen, Heat, Radio

- ### STARLINK® Satellite Connectivity
- USB Port & Auxiliary Jack
  - Air Conditioning
  - Coated Floor Mats
  - Cruise Controls/Electronic Parking Brake
  - Dual-Hill Descent Control
  - Auto-Update Navigation System
  - Removable Cargo Bin
  - 60W/200W/400W Power Windows, Locks & Mirrors
  - 12V/100W/200W Power Windows, Locks & Mirrors
  - 12V/100W/200W Power Windows, Locks & Mirrors

## LIMITED WARRANTY/ROADSIDE ASSISTANCE

- 3 Years / 36,000 Miles Best
- 5 Years / 80,000 Miles Powertrain
- 5 Yrs./Unlimited Mileage Rust Perforation
- 3 Yr / 36,000 24/7 Roadside Assistance
- See Owner's Info Kit/Warranty For Details

- ## OPTIONAL EQUIPMENT AND OTHER ITEMS
- Manufacturer's Suggested Retail Price: \$24,995.00
  - Option Package: V1 - STANDARD PACKAGE
  - Full Tank of Gas

828-265-7638  
Would he own  
Complete Price  
on a 2015 Automatic

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** Not Rated  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

|                      |            |           |
|----------------------|------------|-----------|
| <b>Frontal Crash</b> | Driver     | Not Rated |
|                      | Passenger  | Not Rated |
| <b>Side Crash</b>    | Front seat | Not Rated |
|                      | Rear seat  | Not Rated |
| <b>Rollover</b>      |            | Not Rated |

Based on the risk of injury in a single-vehicle crash.

Star ratings range from 1 to 5 stars. (★★★★★) in 5 stars, the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov | 1-888-327-4236



Scan this code to learn more about this model.

visit [subaru.com/learnmore](http://subaru.com/learnmore)

## Fuel Economy and Environment

Gasoline Vehicle

**Fuel Economy MPG**  
28 city 33 highway  
combined city/hwy

**\$1,500**  
in fuel costs  
over 5 years  
compared to the  
average new vehicle.

3.6 gallons per 100 miles

**Annual fuel cost**

**\$1,900**

**QR Code**

Scan this code to learn more about this model.

visit [subaru.com/learnmore](http://subaru.com/learnmore)

fuel economy.gov

Compare prices across all dealers to complete your purchase.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Visit [fuel-economy.gov](http://fuel-economy.gov) for more information.

Destination and Delivery

Total Suggested Retail Price: \$25,745.00

Additional protection is available on this vehicle from Subaru.

ADDED SECURITY

Subaru

Always insist on Genuine Subaru Products

Added Security Package your Suburban

Multi-Point Locking System

Conforms to 100,000 miles

Genuine Subaru replacement parts

5 Year / 100,000 Mile Powertrain

5 Year / 100,000 Mile Best

3 Year / 36,000 Mile Best

3 Year / 36,000 Mile Best

## **AGENDA ITEM 7:**

### **TAX MATTERS**

#### *A. 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 you have.

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: August 12, 2014

---

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 ADMINISTRATOR

OATH ADMINISTERED BY: \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
DATE

## Annual Settlement of Tax Collector

WATAUGA COUNTY

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ <u>27,582,104.97</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>61,788.91</u>            |
| C. | All other sums charged and debits.  | \$ <u>399,152.20</u>           |
|    | <b>TOTAL CHARGE</b>   | \$ <u><u>28,043,046.08</u></u> |

TAX COLLECTOR'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. | \$ <u>26,956,327.90</u>        |
| B. | Interest.   | \$ <u>61,788.91</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>                  |
| D. | Releases duly allowed by the governing body.  | \$ <u>461,066.44</u>           |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>                  |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>                  |
|    | <b>TOTAL CREDIT</b>   | \$ <u><u>27,479,183.25</u></u> |

|  |  |                                |
|--|--|--------------------------------|
|  | <b>RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).</b> | \$ <u>563,862.83</u>           |
|  | <b>TOTAL</b>   | \$ <u><u>28,043,046.08</u></u> |

Annual Settlement of Tax Collector TOWN OF BOONE  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>5,173,176.76</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>9,490.66</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>                |
|    | TOTAL CHARGE  | \$ <u><u>5,182,667.42</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |                               |
|----|--|-------------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>5,090,174.72</u>        |
| B. | Interest.  | \$ <u>9,490.66</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>N/A</u>                 |
| D. | Releases duly allowed by the governing body.   | \$ <u>28,750.36</u>           |
| E. | Discounts allowed by law.  | \$ <u>N/A</u>                 |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>N/A</u>                 |
|    | TOTAL CREDIT   | \$ <u><u>5,128,415.74</u></u> |

|   |                               |
|---|-------------------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>54,251.68</u>           |
| TOTAL   | \$ <u><u>5,182,667.42</u></u> |

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. | \$ <u>27,099.42</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>210.10</u>           |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>             |
|    | TOTAL CHARGE  | \$ <u><u>27,309.52</u></u> |

TAX COLLECTOR'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. | \$ <u>24,179.10</u>        |
| B. | Interest.   | \$ <u>210.10</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>              |
| D. | Releases duly allowed by the governing body.  | \$ <u>432.14</u>           |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>              |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>              |
|    | TOTAL CREDIT  | \$ <u><u>24,821.34</u></u> |

|   |                    |
|---|--------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>2,488.18</u> |
|---|--------------------|

|       |                            |
|-------|----------------------------|
| TOTAL | \$ <u><u>27,309.52</u></u> |
|-------|----------------------------|

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. | \$ | <u>8,469.76</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>57.26</u>           |
| C. | All other sums charged and debits.  | \$ | <u>0.00</u>            |
|    | TOTAL CHARGE  | \$ | <u><u>8,527.02</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |    |                        |
|----|--|----|------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ | <u>7,584.65</u>        |
| B. | Interest.  | \$ | <u>57.26</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ | <u>N/A</u>             |
| D. | Releases duly allowed by the governing body.   | \$ | <u>270.14</u>          |
| E. | Discounts allowed by law.  | \$ | <u>N/A</u>             |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ | <u>N/A</u>             |
|    | TOTAL CREDIT   | \$ | <u><u>7,912.05</u></u> |

## RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

\$ 614.97

## TOTAL

\$ 8,527.02



Annual Settlement of Tax Collector                      TOWN OF BEECH MOUNTAIN  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ | <u>27,385.27</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>263.05</u>           |
| C. | All other sums charged and debits.  | \$ | <u>0.00</u>             |
|    | TOTAL CHARGE  | \$ | <u><u>27,648.32</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |    |                         |
|----|--|----|-------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ | <u>23,031.98</u>        |
| B. | Interest.  | \$ | <u>263.05</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ | <u>N/A</u>              |
| D. | Releases duly allowed by the governing body.   | \$ | <u>1,985.45</u>         |
| E. | Discounts allowed by law.  | \$ | <u>N/A</u>              |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ | <u>N/A</u>              |
|    | TOTAL CREDIT   | \$ | <u><u>25,280.48</u></u> |

|   |    |                 |
|---|----|-----------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ | <u>2,367.84</u> |
|---|----|-----------------|

|       |    |                         |
|-------|----|-------------------------|
| TOTAL | \$ | <u><u>27,648.32</u></u> |
|-------|----|-------------------------|

## Annual Settlement of Tax Collector

## FOSCOE FIRE DISTRICT

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ <u>461,664.23</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>858.98</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>462,523.21</u></u> |

TAX COLLECTOR'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. | \$ <u>453,209.24</u>        |
| B. | Interest.   | \$ <u>858.98</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>710.00</u>            |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>454,778.22</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 7,744.99

TOTAL \$ 462,523.21

## Annual Settlement of Tax Collector

## BOONE FIRE DISTRICT

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ <u>740,448.81</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>1,591.74</u>          |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>742,040.55</u></u> |

TAX COLLECTOR'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. | \$ <u>720,416.35</u>        |
| B. | Interest.   | \$ <u>1,591.74</u>          |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>1,728.30</u>          |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>723,736.39</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 18,304.16

TOTAL \$ 742,040.55

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>110,610.78</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>428.23</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>111,039.01</u></u> |

TAX COLLECTOR'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. | \$ <u>106,776.59</u>        |
| B. | Interest.   | \$ <u>428.23</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>183.71</u>            |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>107,388.53</u></u> |

|   |                             |
|---|-----------------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>3,650.48</u>          |
| TOTAL   | \$ <u><u>111,039.01</u></u> |

Annual Settlement of Tax Collector      STEWART SIMMONS FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>148,962.60</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>356.93</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>149,319.53</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |                             |
|----|--|-----------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>146,202.95</u>        |
| B. | Interest.  | \$ <u>356.93</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.   | \$ <u>80.42</u>             |
| E. | Discounts allowed by law.  | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>N/A</u>               |
|    | TOTAL CREDIT   | \$ <u><u>146,640.30</u></u> |

|   |                    |
|---|--------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>2,679.23</u> |
|---|--------------------|

|       |                             |
|-------|-----------------------------|
| TOTAL | \$ <u><u>149,319.53</u></u> |
|-------|-----------------------------|

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. | \$ <u>107,737.04</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>349.33</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>108,086.37</u></u> |

TAX COLLECTOR'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. | \$ <u>103,672.54</u>        |
| B. | Interest.   | \$ <u>349.33</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>290.84</u>            |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>104,312.71</u></u> |

|   |                    |
|---|--------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>3,773.66</u> |
|---|--------------------|

|       |                             |
|-------|-----------------------------|
| TOTAL | \$ <u><u>108,086.37</u></u> |
|-------|-----------------------------|

Annual Settlement of Tax Collector                      COVE CREEK FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ | <u>224,792.27</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>697.39</u>            |
| C. | All other sums charged and debits.  | \$ | <u>(0.26)</u>            |
|    | TOTAL CHARGE  | \$ | <u><u>225,489.40</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |    |                          |
|----|--|----|--------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ | <u>216,103.66</u>        |
| B. | Interest.  | \$ | <u>697.39</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ | <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.   | \$ | <u>487.52</u>            |
| E. | Discounts allowed by law.  | \$ | <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ | <u>N/A</u>               |
|    | TOTAL CREDIT   | \$ | <u><u>217,288.57</u></u> |

|  |   |    |                          |
|--|---|----|--------------------------|
|  | RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ | <u>8,200.83</u>          |
|  | TOTAL   | \$ | <u><u>225,489.40</u></u> |

Annual Settlement of Tax Collector                      SHAWNEEHAW FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ | <u>93,036.81</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>195.91</u>           |
| C. | All other sums charged and debits.  | \$ | <u>0.00</u>             |
|    | TOTAL CHARGE  | \$ | <u><u>93,232.72</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |    |                         |
|----|--|----|-------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ | <u>90,502.10</u>        |
| B. | Interest.  | \$ | <u>195.91</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ | <u>N/A</u>              |
| D. | Releases duly allowed by the governing body.   | \$ | <u>118.29</u>           |
| E. | Discounts allowed by law.  | \$ | <u>N/A</u>              |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ | <u>N/A</u>              |
|    | TOTAL CREDIT   | \$ | <u><u>90,816.30</u></u> |

|   |    |                 |
|---|----|-----------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ | <u>2,416.42</u> |
|---|----|-----------------|

|       |    |                         |
|-------|----|-------------------------|
| TOTAL | \$ | <u><u>93,232.72</u></u> |
|-------|----|-------------------------|



Annual Settlement of Tax Collector MEAT CAMP FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>202,352.24</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>606.12</u>            |
| C. | All other sums charged and debits.  | \$ <u>13.53</u>             |
|    | TOTAL CHARGE  | \$ <u><u>202,971.89</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |                             |
|----|--|-----------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>192,951.52</u>        |
| B. | Interest.  | \$ <u>606.12</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.   | \$ <u>468.52</u>            |
| E. | Discounts allowed by law.  | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>N/A</u>               |
|    | TOTAL CREDIT   | \$ <u><u>194,026.16</u></u> |

|   |                    |
|---|--------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>8,945.73</u> |
|---|--------------------|

|       |                             |
|-------|-----------------------------|
| TOTAL | \$ <u><u>202,971.89</u></u> |
|-------|-----------------------------|

## Annual Settlement of Tax Collector

## DEEP GAP FIRE DISTRICT

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ | <u>179,233.87</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>625.45</u>            |
| C. | All other sums charged and debits.  | \$ | <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ | <u><u>179,859.32</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |    |                          |
|----|--|----|--------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ | <u>173,862.98</u>        |
| B. | Interest.  | \$ | <u>625.45</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ | <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.   | \$ | <u>339.83</u>            |
| E. | Discounts allowed by law.  | \$ | <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ | <u>N/A</u>               |
|    | TOTAL CREDIT   | \$ | <u><u>174,828.26</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

\$ 5,031.06

TOTAL

\$ 179,859.32

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. | \$ <u>62,920.64</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>179.94</u>           |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>             |
|    | TOTAL CHARGE  | \$ <u><u>63,100.58</u></u> |

TAX COLLECTOR'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. | \$ <u>61,377.53</u>        |
| B. | Interest.   | \$ <u>179.94</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>              |
| D. | Releases duly allowed by the governing body.  | \$ <u>106.98</u>           |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>              |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>              |
|    | TOTAL CREDIT  | \$ <u><u>61,664.45</u></u> |

|   |                    |
|---|--------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>1,436.13</u> |
|---|--------------------|

|       |                            |
|-------|----------------------------|
| TOTAL | \$ <u><u>63,100.58</u></u> |
|-------|----------------------------|

Annual Settlement of Tax Collector                      BLOWING ROCK FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>465,519.76</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>1,093.66</u>          |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | TOTAL CHARGE  | \$ <u><u>466,613.42</u></u> |

TAX COLLECTOR'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. | \$ <u>455,649.83</u>        |
| B. | Interest.   | \$ <u>1,093.66</u>          |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>278.58</u>            |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>457,022.07</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).                      \$ 9,591.35

TOTAL                      \$ 466,613.42

Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>5,570.70</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>29.78</u>           |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>            |
|    | TOTAL CHARGE  | \$ <u><u>5,600.48</u></u> |

TAX COLLECTOR'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. | \$ <u>4,707.75</u>        |
| B. | Interest.   | \$ <u>29.78</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>             |
| D. | Releases duly allowed by the governing body.  | \$ <u>35.70</u>           |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>             |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>             |
|    | TOTAL CREDIT  | \$ <u><u>4,773.23</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 827.25

TOTAL \$ 5,600.48

Annual Settlement of Tax Collector                      FOSCOE SERVICE DISTRICT  
 FY 2013 in accordance with G.S. 105-373 (a) (3)

**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. | \$ | <u>70,865.55</u>        |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>117.62</u>           |
| C. All other sums charged and debits.  | \$ | <u>0.00</u>             |
| TOTAL CHARGE   | \$ | <u><u>70,983.17</u></u> |

**TAX COLLECTOR'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. | \$ | <u>70,024.50</u>        |
| B. Interest.   | \$ | <u>117.62</u>           |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ | <u>N/A</u>              |
| D. Releases duly allowed by the governing body.  | \$ | <u>5.59</u>             |
| E. Discounts allowed by law.   | \$ | <u>N/A</u>              |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ | <u>N/A</u>              |
| TOTAL CREDIT   | \$ | <u><u>70,147.71</u></u> |

|   |    |               |
|---|----|---------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ | <u>835.46</u> |
|---|----|---------------|

|       |    |                         |
|-------|----|-------------------------|
| TOTAL | \$ | <u><u>70,983.17</u></u> |
|-------|----|-------------------------|

Annual Settlement of Tax Collector BEECH MOUNTAIN SERVICE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>1,997.08</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>20.50</u>           |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>            |
|    | TOTAL CHARGE  | \$ <u><u>2,017.58</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |                           |
|----|--|---------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>1,994.83</u>        |
| B. | Interest.  | \$ <u>20.50</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>N/A</u>             |
| D. | Releases duly allowed by the governing body.   | \$ <u>0.00</u>            |
| E. | Discounts allowed by law.  | \$ <u>N/A</u>             |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>N/A</u>             |
|    | TOTAL CREDIT   | \$ <u><u>2,015.33</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 2.25

TOTAL \$ 2,017.58

Annual Settlement of Tax Collector      COVE CREEK SERVICE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>301.10</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>0.00</u>          |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>          |
|    | TOTAL CHARGE  | \$ <u><u>301.10</u></u> |

TAX COLLECTOR'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. | \$ <u>301.10</u>        |
| B. | Interest.   | \$ <u>0.00</u>          |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>           |
| D. | Releases duly allowed by the governing body.  | \$ <u>0.00</u>          |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>           |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>           |
|    | TOTAL CREDIT  | \$ <u><u>301.10</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).      \$ 0.00

TOTAL      \$ 301.10



Annual Settlement of Tax Collector      SHAWNEEHAW SERVICE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>5,386.63</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>22.92</u>           |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>            |
|    | <b>TOTAL CHARGE</b>   | \$ <u><u>5,409.55</u></u> |

TAX COLLECTOR'S CREDIT

|    |  |                           |
|----|--|---------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>5,271.79</u>        |
| B. | Interest.  | \$ <u>22.92</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>N/A</u>             |
| D. | Releases duly allowed by the governing body.   | \$ <u>2.04</u>            |
| E. | Discounts allowed by law.  | \$ <u>N/A</u>             |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>N/A</u>             |
|    | <b>TOTAL CREDIT</b>  | \$ <u><u>5,296.75</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).      \$ 112.80

**TOTAL**      \$ 5,409.55

Annual Settlement of Tax Collector                      MUNICIPAL SERVICE DISTRICT  
FY 2013 in accordance with G.S. 105-373 (a) (3)

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. | \$ <u>115,034.93</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>220.57</u>            |
| C. | All other sums charged and debits.  | \$ <u>0.00</u>              |
|    | <b>TOTAL CHARGE</b>   | \$ <u><u>115,255.50</u></u> |

TAX COLLECTOR'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. | \$ <u>114,021.32</u>        |
| B. | Interest.   | \$ <u>220.57</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>54.65</u>             |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | <b>TOTAL CREDIT</b>   | \$ <u><u>114,296.54</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).                      \$ 958.96

**TOTAL**                      \$ 115,255.50

## Annual Settlement of Tax Collector

## BOONE MV FEE

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ | <u>12,343.45</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ | <u>115.70</u>           |
| C. | All other sums charged and debits.  | \$ | <u>15.00</u>            |
|    | TOTAL CHARGE  | \$ | <u><u>12,474.15</u></u> |

TAX COLLECTOR'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. | \$ | <u>10,185.98</u>        |
| B. | Interest.   | \$ | <u>115.70</u>           |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ | <u>N/A</u>              |
| D. | Releases duly allowed by the governing body.  | \$ | <u>153.75</u>           |
| E. | Discounts allowed by law.   | \$ | <u>N/A</u>              |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ | <u>N/A</u>              |
|    | TOTAL CREDIT  | \$ | <u><u>10,455.43</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

|  |  |    |                 |
|--|--|----|-----------------|
|  |  | \$ | <u>2,018.72</u> |
|--|--|----|-----------------|

|       |    |                         |
|-------|----|-------------------------|
| TOTAL | \$ | <u><u>12,474.15</u></u> |
|-------|----|-------------------------|

## Annual Settlement of Tax Collector

## GREEN BOX FEES

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ <u>519,550.00</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>1,358.23</u>          |
| C. | All other sums charged and debits.  | \$ <u>107.47</u>            |
|    | TOTAL CHARGE  | \$ <u><u>521,015.70</u></u> |

TAX COLLECTOR'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. | \$ <u>496,316.91</u>        |
| B. | Interest.   | \$ <u>1,358.23</u>          |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>               |
| D. | Releases duly allowed by the governing body.  | \$ <u>1,100.00</u>          |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>               |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>               |
|    | TOTAL CREDIT  | \$ <u><u>498,775.14</u></u> |

|   |                     |
|---|---------------------|
| RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). | \$ <u>22,240.56</u> |
|---|---------------------|

|       |                             |
|-------|-----------------------------|
| TOTAL | \$ <u><u>521,015.70</u></u> |
|-------|-----------------------------|

## Annual Settlement of Tax Collector

## SOLID WASTE FEES

FY 2013 in accordance with G.S. 105-373 (a) (3)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. | \$ <u>1,898,068.00</u>        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>4,169.83</u>            |
| C. | All other sums charged and debits.  | \$ <u>266.53</u>              |
|    | <b>TOTAL CHARGE</b>   | \$ <u><u>1,902,504.36</u></u> |

TAX COLLECTOR'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. | \$ <u>1,832,354.12</u>        |
| B. | Interest.   | \$ <u>4,169.83</u>            |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>N/A</u>                 |
| D. | Releases duly allowed by the governing body.  | \$ <u>3,038.00</u>            |
| E. | Discounts allowed by law.   | \$ <u>N/A</u>                 |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>N/A</u>                 |
|    | <b>TOTAL CREDIT</b>   | \$ <u><u>1,839,561.95</u></u> |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

\$ 62,942.41**TOTAL**\$ 1,902,504.36

ANNUAL SETTLEMENT OF TAX COLLECTOR

WATAUGA COUNTY

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 1,512,097.39

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 565,830.62

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 181.43

TOTAL CREDITS \$ 566,012.05

Prior Year Taxes @ 6/30/14 \$ 946,085.34

TOTAL \$ 1,512,097.39

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BOONE

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 249,387.15

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 121,993.05

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ (2.76)

TOTAL CREDITS \$ 121,990.29

Prior Year Taxes @ 6/30/14 \$ 127,396.86

TOTAL \$ 249,387.15

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BLOWING ROCK

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 6,825.09

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,536.83

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,536.83

Prior Year Taxes @ 6/30/14 \$ 5,288.26

TOTAL \$ 6,825.09



ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF SEVEN DEVILS

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 2,735.66

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 199.52

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 199.52

Prior Year Taxes @ 6/30/14 \$ 2,536.14

TOTAL \$ 2,735.66

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BEECH MOUNTAIN

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 9,316.83

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,292.86

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,292.86

Prior Year Taxes @ 6/30/14 \$ 7,023.97

TOTAL \$ 9,316.83

ANNUAL SETTLEMENT OF TAX COLLECTOR

FOSCOE FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 19,963.80

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 6,387.67

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 6,387.67

Prior Year Taxes @ 6/30/14 \$ 13,576.13

TOTAL \$ 19,963.80

ANNUAL SETTLEMENT OF TAX COLLECTOR

BOONE FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 36,386.15

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 13,215.02

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 13,215.02

Prior Year Taxes @ 6/30/14 \$ 23,171.13

TOTAL \$ 36,386.15

ANNUAL SETTLEMENT OF TAX COLLECTOR

BEAVER DAM FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 9,175.83

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,470.71

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,470.71

Prior Year Taxes @ 6/30/14 \$ 6,705.12

TOTAL \$ 9,175.83

ANNUAL SETTLEMENT OF TAX COLLECTOR

STEWART SIMMONS FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 4,915.84

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,789.26

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,789.26

Prior Year Taxes @ 6/30/14 \$ 3,126.58

TOTAL \$ 4,915.84

ANNUAL SETTLEMENT OF TAX COLLECTOR

ZIONVILLE FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 9,753.66

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,681.27

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,681.27

Prior Year Taxes @ 6/30/14 \$ 7,072.39

TOTAL \$ 9,753.66

ANNUAL SETTLEMENT OF TAX COLLECTOR

COVE CREEK FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                     |
|----------------------|------------------|---------------------|
| A. Prior Years Taxes | <u>2003-2012</u> | \$ <u>19,666.44</u> |
|----------------------|------------------|---------------------|

TAX COLLECTOR'S CREDIT

|                             |  |                    |
|-----------------------------|--|--------------------|
| A. Collections and Releases |  | \$ <u>5,811.73</u> |
|-----------------------------|--|--------------------|

|                                  |  |                |
|----------------------------------|--|----------------|
| B. <u>2003</u> taxes written off |  | \$ <u>0.00</u> |
|----------------------------------|--|----------------|

|                |  |                |
|----------------|--|----------------|
| C. Adjustments |  | \$ <u>0.00</u> |
|----------------|--|----------------|

|               |  |                    |
|---------------|--|--------------------|
| TOTAL CREDITS |  | \$ <u>5,811.73</u> |
|---------------|--|--------------------|

|                                   |  |                     |
|-----------------------------------|--|---------------------|
| Prior Year Taxes @ <u>6/30/14</u> |  | \$ <u>13,854.71</u> |
|-----------------------------------|--|---------------------|

|       |  |                     |
|-------|--|---------------------|
| TOTAL |  | \$ <u>19,666.44</u> |
|-------|--|---------------------|



ANNUAL SETTLEMENT OF TAX COLLECTOR

SHAWNEEHAW FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 5,217.59

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,490.82

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 16.66

TOTAL CREDITS \$ 1,507.48

Prior Year Taxes @ 6/30/14 \$ 3,710.11

TOTAL \$ 5,217.59

ANNUAL SETTLEMENT OF TAX COLLECTOR

MEAT CAMP FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 16,262.36

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 6,211.68

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 13.53

TOTAL CREDITS \$ 6,225.21

Prior Year Taxes @ 6/30/14 \$ 10,037.15

TOTAL \$ 16,262.36

ANNUAL SETTLEMENT OF TAX COLLECTOR

DEEP GAP FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                     |
|----------------------|------------------|---------------------|
| A. Prior Years Taxes | <u>2003-2012</u> | \$ <u>16,956.13</u> |
|----------------------|------------------|---------------------|

TAX COLLECTOR'S CREDIT

|                             |  |                    |
|-----------------------------|--|--------------------|
| A. Collections and Releases |  | \$ <u>5,355.64</u> |
|-----------------------------|--|--------------------|

|                                  |  |                |
|----------------------------------|--|----------------|
| B. <u>2003</u> taxes written off |  | \$ <u>0.00</u> |
|----------------------------------|--|----------------|

|                |  |                |
|----------------|--|----------------|
| C. Adjustments |  | \$ <u>0.00</u> |
|----------------|--|----------------|

|               |  |                    |
|---------------|--|--------------------|
| TOTAL CREDITS |  | \$ <u>5,355.64</u> |
|---------------|--|--------------------|

|                                   |  |                     |
|-----------------------------------|--|---------------------|
| Prior Year Taxes @ <u>6/30/14</u> |  | \$ <u>11,600.49</u> |
|-----------------------------------|--|---------------------|

|       |  |                     |
|-------|--|---------------------|
| TOTAL |  | \$ <u>16,956.13</u> |
|-------|--|---------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

TODD FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 2,259.75

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,182.96

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,182.96

Prior Year Taxes @ 6/30/14 \$ 1,076.79

TOTAL \$ 2,259.75

ANNUAL SETTLEMENT OF TAX COLLECTOR

BLOWING ROCK FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 26,114.04

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 13,906.05

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 7.76

TOTAL CREDITS \$ 13,913.81

Prior Year Taxes @ 6/30/14 \$ 12,200.23

TOTAL \$ 26,114.04

ANNUAL SETTLEMENT OF TAX COLLECTOR

MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 1,778.65

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 546.50

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 546.50

Prior Year Taxes @ 6/30/14 \$ 1,232.15

TOTAL \$ 1,778.65

ANNUAL SETTLEMENT OF TAX COLLECTOR

FOSCOE SERVICE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 2,521.73

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,368.11

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,368.11

Prior Year Taxes @ 6/30/14 \$ 1,153.62

TOTAL \$ 2,521.73

ANNUAL SETTLEMENT OF TAX COLLECTOR

BEECH MTN SERVICE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 134.85

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 20.25

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ (0.25)

TOTAL CREDITS \$ 20.00

Prior Year Taxes @ 6/30/14 \$ 114.85

TOTAL \$ 134.85



ANNUAL SETTLEMENT OF TAX COLLECTOR

COVE CREEK SERVICE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 301.10

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 301.10

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 301.10

Prior Year Taxes @ 6/30/14 \$ 0.00

TOTAL \$ 301.10

ANNUAL SETTLEMENT OF TAX COLLECTOR

SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 174.27

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 89.99

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 89.99

Prior Year Taxes @ 6/30/14 \$ 84.28

TOTAL \$ 174.27

ANNUAL SETTLEMENT OF TAX COLLECTOR

MUNICIPAL SERVICE DISTRICT

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 4,236.51

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 600.75

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 600.75

Prior Year Taxes @ 6/30/14 \$ 3,635.76

TOTAL \$ 4,236.51

ANNUAL SETTLEMENT OF TAX COLLECTOR

BOONE MV FEE

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 3,356.76

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,324.43

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,324.43

Prior Year Taxes @ 6/30/14 \$ 2,032.33

TOTAL \$ 3,356.76

ANNUAL SETTLEMENT OF TAX COLLECTOR

SOLID WASTE FEES

Prior year FY 2013 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2003-2012 \$ 193,559.29

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 42,309.17

B. 2003 taxes written off \$ 0.00

C. Adjustments \$ (54.81)

TOTAL CREDITS \$ 42,254.36

Prior Year Taxes @ 6/30/14 \$ 151,304.93

TOTAL \$ 193,559.29

## **AGENDA ITEM 7:**

### **TAX MATTERS**

#### ***B. 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 \_\_\_\_\_ 2014

\_\_\_\_\_  
(SEAL)  
CHAIRMAN, BOARD OF COMMISSIONERS  
OF WATAUGA COUNTY

ATTEST:

\_\_\_\_\_  
CLERK OF BOARD OF COMMISSIONERS  
COUNTY OF WATAUGA

## **AGENDA ITEM 8:**

### **PROPOSED CONTRACT WITH HIGHLAND MAPPING**

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

Mr. Jeff Virginia, Emergency Services Director, will present a proposal for mapping with Highland Mapping, Inc., to improve the accuracy of data used in 911 calls and responses. The amount of the contract is \$20,800 which includes centerline edits, maintenance, map and wall book productions, and County Road Maps. 911 Funds are appropriate and budgeted for this project in the Fiscal Year 2015 budget.

Board approval is requested to enter into the contract with Highland Mapping in the amount of \$20,800.





# 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](mailto:Jeff.Virginia@watgov.org)

August 7, 2014

From: Jeff Virginia   
To: Watauga County Board of Commissioners  
Ref: Highland Mapping Contract  
Cc: Deron Geouque

---

I would request that the Board of Commissioners approve the Highland Mapping contract for the work that they do for the 911 center. Highland Mapping has done this work for Watauga County for years and produces excellent quality work.



P. O. Box 2124  
Banner Elk, NC 28604  
Tel: 828-898-7720  
E-Mail: [mail@highlandmapping.com](mailto:mail@highlandmapping.com)  
[www.highlandmapping.com](http://www.highlandmapping.com)

---

*Research and Custom Mapping*

---

**Proposal to Watauga County, N.C. for Ongoing Maintenance of 911 Centerlines  
File and Related Services**

June 16, 2014

**Overview**

This document is a proposal to Watauga County, N.C. for editing and ongoing maintenance of the County 911 Centerline File and related services from Highland Mapping, Inc. (HM). A detailed statement of work and pricing is provided below.

**Scope of Work**

With this proposal, Highland Mapping, Inc. seeks to provide the following:

- I. Edit the existing road centerline file to eliminate geometric errors as well as inconsistencies in naming and address ranges.
- II. Provide continual updating of 911-centerline file.
- III. Production of an updated Map Book.
- IV. Production of Wall Maps for 13 Fire Departments.
- V. Production of a County road map with Town insets and index.

Phase I. Centerline Edits

- Please note that this phase will be for correcting any problems that are found in the centerlines data. Projected processing time for Phase I is 100 hours.
- The price from Highland Mapping, Inc. to edit the existing road centerline file is **\$ 45.00 / hour**. For the projected time provided (100 hours), the estimated total for this Phase will be **\$4,500.00**.
- HM will invoice Watauga County quarterly for accrued hours related to Phase I. Additionally, the latest copy of the centerline file will be provided quarterly for Watauga County's use.

- Edits will be based on specific road lengths (per GIS), digital orthophotography, knowledge of Watauga County staff (Elaine), field work, Watauga County parcel data, and the Watauga County MSAG database.

#### Phase II. Ongoing Centerline Maintenance

- The price from Highland Mapping, Inc. to update the road centerline file is **\$ 6,000.00** / year.
- Ongoing maintenance will be done using a combination of GPS technology, aerial photography, and County parcel data.
- Watauga County 911 will provide a list quarterly of new roads that will need to be added to the centerline database.
- HM will invoice Watauga County quarterly for **\$1,500.00** for Phase II. A list will be provided quarterly reflecting updates made in detail (names, ranges; etc.). Additionally, the latest copy of the centerline file will be provided quarterly for Watauga County's use.

#### Phase III. Map Book Production

- The price from Highland Mapping, Inc. to produce the annual map book is **\$ 4,800.00** / year.
- This will involve production and delivery of a map book as in previous years. Format and deliverables will be the same as this past year's project.

#### Phase IV. Wall Maps Production

- The price from Highland Mapping, Inc. to produce wall maps is **\$ 4,000.00** / year.
- This will involve production and delivery of the maps as in 2011-12. Format and deliverables will be the same as this past year's project.
- Additionally, the maps produced this cycle will all include alphabetical road indexes for easy location of specific roads.

#### Phase IV. County Road Map

- Will include 2 large map sheets (app. 36" x 42")
  - One sheet will include the entire County with all rural areas labeled in detail as well as boxes and annotation indicating inset maps for (1) Town of Boone, (2) Town of Blowing Rock, (3) Town of Beech Mountain, and (4) Town of Seven Devils.
  - The other sheet will include the inset maps and the master road index in tabular format. Deliverables will be digital image files by default. Prints will be available and are priced below.
  - The price from Highland Mapping, Inc. to the County will inaps is \$ 1,500.00 / year.
  - Individual print sets (2 sheets) will be \$ 60.00 / set.

#### Notes

- Edits and updates will not include the Town of Boone or Beech Mountain.
- This proposal is valid for 180 days.
- This contract will begin on July 1, 2014 and end on June 30, 2015.



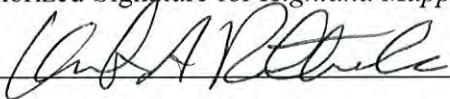
P.O. Box 2124  
Banner Elk, NC 28604  
Tel/Fax: 828-898-7720  
E-Mail: [mail@highlandmapping.com](mailto:mail@highlandmapping.com)  
[www.highlandmapping.com](http://www.highlandmapping.com)

GIS Consulting and Custom Mapping

### Contract Agreement

I agree to the content of the document “**Proposal to Watauga County, N.C. for Ongoing Maintenance of 911 Centerlines File and Related Services**” as a whole and to the terms specified. Highland Mapping, Inc. assumes no responsibility for the application of the contract deliverables, nor has it provided written or implied guarantees as to the veracity of the data used in the course of the project. Highland Mapping will use all reasonable care to provide Watauga County, N.C. with the most accurate information possible and agrees to hold all information provided by Watauga County, N.C. in strict confidence.

Authorized Signature for *Highland Mapping, Inc.*

 Date: 6/16/14

Authorized Signature for *Watauga County, N.C.*

\_\_\_\_\_ Date: \_\_\_\_\_

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

8/1/14   
Date Finance Director

\*\*\*\*\*

I, Eric W Neel (the individual attesting below), being duly authorized by and on behalf of Highland Mapping, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES  or

b. NO

4. Employer's subcontractors comply with E-Verify, and If Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 23<sup>rd</sup> day of July, 2014 (RC)

*Eric W Neel*

Signature of Affiant  
Print or Type Name: Eric W Neel

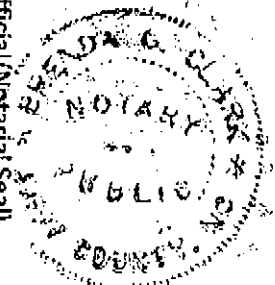
State of North Carolina County of Watauga

Signed and sworn to (or affirmed) before me, this the 23<sup>rd</sup> day of July, 2014 RC

My Commission Expires: June 7, 2019

Brenda G. Clark Brenda G. Clark  
Signature of Notary Printed Name of Notary  
Avery Co, NC

(Affix Official/Notarial Seal)





**HIGHLAND  
MAPPING**  
INC.

P.O. Box 2124  
Banner Elk, NC 28604  
Tel/Fax: 828-898-7720  
E-Mail: [mail@highlandmapping.com](mailto:mail@highlandmapping.com)  
[www.highlandmapping.com](http://www.highlandmapping.com)

---


GIS Consulting and Custom Mapping

---

### Contract Agreement

I agree to the content of the document “**Proposal to Watauga County, N.C. for Ongoing Maintenance of 911 Centerlines File and Related Services**” as a whole and to the terms specified. Highland Mapping, Inc. assumes no responsibility for the application of the contract deliverables, nor has it provided written or implied guarantees as to the veracity of the data used in the course of the project. Highland Mapping will use all reasonable care to provide Watauga County, N.C. with the most accurate information possible and agrees to hold all information provided by Watauga County, N.C. in strict confidence.

Authorized Signature for *Highland Mapping, Inc.*

  
\_\_\_\_\_ Date: 6/16/14

Authorized Signature for *Watauga County, N.C.*

\_\_\_\_\_ Date: \_\_\_\_\_

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

8/1/14   
Date Finance Director

**AGENDA ITEM 9:**

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT REGARDING THE JANUARY 1, 2014, ELIMINATION OF THE TOWN OF BOONE'S EXTRATERRITORIAL JURISDICTION (ETJ)**

**MANAGER'S COMMENTS:**

A public hearing has been scheduled to allow citizen comment on the elimination of the Town of Boone's ETJ to be effective January 1, 2015.

The Board may provide direction to staff upon completion of the public hearing.



**PUBLIC SERVICE ANNOUNCEMENT**

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 6:00 P.M. ON TUESDAY, AUGUST 19, 2014, IN THE COMMISSIONERS' BOARD ROOM IN THE WATAUGA COUNTY ADMINISTRATION BUILDING LOCATED AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. THE PURPOSE OF THE HEARING SHALL BE TO ALLOW CITIZEN COMMENT REGARDING THE JANUARY 1, 2015, ELIMINATION OF THE TOWN OF BOONE'S EXTRATERRITORIAL JURISDICTION (ETJ). INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS, PLEASE CALL (828) 265-8000.

NATHAN A. MILLER  
CHAIRMAN  
WATAUGA COUNTY BOARD OF COMMISSIONERS

**AGENDA ITEM 10:**

**SMOKY MOUNTAIN CENTER QUARTERLY REPORTS**

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce, Finance Director, will present the Smoky Mountain Center Quarterly Financial Report as required by Statute.

No action is required.



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Margaret Pierce, Finance Director**  
**SUBJECT: Smoky Mountain Center Quarterly Reports**  
**DATE: August 3, 2014**

Attached is a copy of the quarterly fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended June 30, 2014. This fiscal monitoring report was provided by Smoky Mountain Center to comply with the G.S. 122C-117(c).

excerpt from G.S. 122C-117(c)

(c) Within 30 days of the end of each quarter of the fiscal year, the area director and finance officer of the area authority shall provide the quarterly report of the area authority to the county finance officer. The county finance officer shall provide the quarterly report to the board of county commissioners at the next regularly scheduled meeting of the board. The clerk of the board of commissioners shall notify the area director and the county finance officer if the quarterly report required by this subsection has not been submitted within the required period of time. This information shall be presented in a format prescribed by the county. At least twice a year, this information shall be presented in person and shall be read into the minutes of the meeting at which it is presented. In addition, the area director or finance officer of the area authority shall provide to the board of county commissioners ad hoc reports as requested by the board of county commissioners.

Fiscal Monitoring Report - DMHDDSAS

LME / MCO NAME:

SMOKY MOUNTAIN LME/MCO (Includes WHN cash and Fund Balance)

FOR THE PERIOD ENDING:

June 30, 2014 (Not Final)

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====>

12

1. REPORT OF BUDGET VS. ACTUAL

| ITEM  | Basis of Accounting:<br>(check one)<br>Cash<br>Accrual | 2012-2013          |                    | CURRENT YEAR       |                      | BALANCE<br>(Col. 3-4) | ANNUALIZED<br>PERCENTAGE **                   |     |     |
|---|--|--------------------|--------------------|--------------------|----------------------|-----------------------|---|-----|-----|
|   |  | (1)                | (2)                | (3)                | (4)                  |                       |   | (5) | (6) |
|   |  | BUDGET             | ACTUAL             | BUDGET             | ACTUAL<br>YR-TO-DATE |                       |   |     |     |
| <b>REVENUE</b>  |  |                    |                    |                    |                      |                       |   |     |     |
| Service Fees from LME-Delivered Services  |  | -                  | 8,601              | -                  | 7,068                | (7,068)               | #DIV/0!                                       |     |     |
| Medicaid Pass Thru  |  | 1,575,000          | 996,859            | 125,000            | 190,297              | (65,297)              | 152.24%                                       |     |     |
| Interest Earned   |  | 33,000             | 50,684             | 60,000             | 116,933              | (56,933)              | 194.89%                                       |     |     |
| Rental Income   |  | -                  | -                  | -                  | -                    | -                     | #DIV/0!                                       |     |     |
| Budgeted Fund Balance * (Detail in Item 4, below)                                       |  | 546,917            | -                  | 517,002            | -                    | 517,002               | 0.00%   |     |     |
| Other Local   |  | 950,920            | 916,364            | 973,942            | 918,106              | 55,836                | 94.27%  |     |     |
| <b>Total Local Funds</b>  |  | <b>3,105,837</b>   | <b>1,972,508</b>   | <b>1,675,944</b>   | <b>1,232,404</b>     | <b>443,540</b>        | <b>73.53%</b>                                 |     |     |
| <b>County Appropriations (by county, includes ABC Funds):</b>                           |  |                    |                    |                    |                      |                       |   |     |     |
| Alexander County  |  | 43,225             | 37,825             | 37,825             | 37,825               | (0)                   | 100.00%                                       |     |     |
| Caldwell County   |  | 113,538            | 118,747            | 113,538            | 118,489              | (4,951)               | 104.36%                                       |     |     |
| McDowell County   |  | 67,856             | 67,856             | 67,856             | 67,856               | -                     | 100.00%                                       |     |     |
| Cherokee County   |  | 75,000             | 75,000             | 75,000             | 75,000               | -                     | 100.00%                                       |     |     |
| Clay County   |  | 10,000             | 10,000             | 15,000             | 15,000               | -                     | 100.00%                                       |     |     |
| Graham County   |  | 6,000              | 6,177              | 6,000              | 6,000                | -                     | 100.00%                                       |     |     |
| Haywood County  |  | 96,775             | 98,100             | 96,775             | 84,503               | 12,272                | 87.32%  |     |     |
| Jackson County  |  | 123,081            | 123,081            | 123,081            | 123,081              | 0                     | 100.00%                                       |     |     |
| Macon County  |  | 106,623            | 106,623            | 106,623            | 106,623              | 0                     | 100.00%                                       |     |     |
| Swain County  |  | 30,125             | 30,324             | 30,125             | 30,461               | (336)                 | 101.12%                                       |     |     |
| Ashe County   |  | 189,566            | 189,566            | 189,566            | 189,566              | -                     | 100.00%                                       |     |     |
| Avery County  |  | 89,600             | 89,600             | 89,600             | 89,600               | -                     | 100.00%                                       |     |     |
| Alleghany County  |  | 109,709            | 109,709            | 112,596            | 112,596              | -                     | 100.00%                                       |     |     |
| Watauga County  |  | 221,194            | 221,194            | 171,194            | 171,194              | -                     | 100.00%                                       |     |     |
| Wilkes County   |  | 254,200            | 265,009            | 254,200            | 265,626              | (11,426)              | 104.49%                                       |     |     |
| Buncombe County   |  | -                  | -                  | 450,000            | 450,000              | -                     | 100.00%                                       |     |     |
| Henderson County  |  | -                  | -                  | 396,459            | 396,459              | -                     | 100.00%                                       |     |     |
| Madison County  |  | -                  | -                  | 30,000             | 30,000               | -                     | 100.00%                                       |     |     |
| Mitchell County   |  | -                  | -                  | 18,000             | 18,000               | -                     | 100.00%                                       |     |     |
| Polk County   |  | -                  | -                  | 57,743             | 57,959               | (216)                 | 100.37%                                       |     |     |
| Rutherford County   |  | -                  | -                  | 76,626             | 76,626               | -                     | 100.00%                                       |     |     |
| Transylvania County   |  | -                  | -                  | 65,165             | 74,446               | (9,281)               | 114.24%                                       |     |     |
| Yancey County   |  | -                  | -                  | 26,000             | 19,500               | 6,500                 | 75.00%  |     |     |
| <b>Total County Funds</b>   |  | <b>1,536,492</b>   | <b>1,548,811</b>   | <b>2,608,972</b>   | <b>2,616,410</b>     | <b>(7,438)</b>        | <b>100.29%</b>                                |     |     |
| LME Systems Admin. Funds (Cost Model)   |  | -                  | -                  | -                  | -                    | -                     | #DIV/0!                                       |     |     |
| DMH/DD/SAS Administrative Funds (% basis)   |  | 3,367,560          | 3,367,560          | 5,037,902          | 5,037,902            | -                     | 100.00%                                       |     |     |
| DMH/DD/SAS Risk Reserve Funds (% basis)   |  | 485,215            | -                  | -                  | -                    | -                     | #DIV/0!                                       |     |     |
| DMH/DD/SAS Services Funding   |  | 26,325,086         | 26,173,768         | 50,464,285         | 49,191,238           | 1,273,047             | 97.48%  |     |     |
| DMA Capitation Funding  |  | 119,902,334        | 121,308,430        | 240,187,887        | 243,073,441          | (2,885,554)           | 101.20%                                       |     |     |
| DMA Risk Reserve Funding  |  | 2,452,478          | 2,478,759          | 4,871,181          | 4,960,963            | (89,782)              | 101.84%                                       |     |     |
| All Other State/Federal Funds   |  | -                  | -                  | -                  | 41,083               | (41,083)              | #DIV/0!                                       |     |     |
| <b>Total State and Federal Funds</b>  |  | <b>152,532,673</b> | <b>153,328,517</b> | <b>300,561,255</b> | <b>302,304,627</b>   | <b>(1,743,372)</b>    | <b>100.58%</b>                                |     |     |
| <b>TOTAL REVENUE</b>  |  | <b>157,175,002</b> | <b>156,849,836</b> | <b>304,846,171</b> | <b>306,153,441</b>   | <b>(1,307,270)</b>    | <b>100.43%</b>                                |     |     |
| <b>EXPENDITURES:</b>  |  |                    |                    |                    |                      |                       |   |     |     |
| System Management/Administration/Care Coordination                                      |  | 22,625,370         | 15,103,019         | 40,656,524         | 32,128,146           | 8,528,378             | 79.02%  |     |     |
| LME Provided Services   |  | 1,314,564          | 1,235,536          | 1,809,792          | 1,570,473            | 239,319               | 86.78%  |     |     |
| Provider Payments (State Funds)   |  | 129,119,242        | 129,631,148        | 252,354,603        | 238,373,565          | 13,981,038            | 94.46%  |     |     |
| Provider Payments (Federal Funds)   |  | 1,325,405          | 1,198,829          | 6,010,647          | 5,385,613            | 625,034               | 89.60%  |     |     |
| Provider Payments (County/Local)  |  | 1,536,492          | 1,521,692          | 2,730,969          | 2,725,396            | 5,573                 | 99.80%  |     |     |
| Merger Expenses   |  | -                  | -                  | -                  | -                    | -                     | #DIV/0!                                       |     |     |
| MCO Start-Up Expenses   |  | -                  | -                  | -                  | -                    | -                     | #DIV/0!                                       |     |     |
| All Other   |  | 1,253,927          | 800,746            | 1,283,636          | 1,211,091            | 72,545                | 94.35%  |     |     |
| <b>TOTAL EXPENDITURES</b>   |  | <b>157,175,000</b> | <b>149,490,970</b> | <b>304,846,171</b> | <b>281,394,284</b>   | <b>23,451,887</b>     | <b>92.31%</b>                                 |     |     |
| <b>CHANGE IN CASH BALANCE</b>   |  |                    | <b>7,358,866</b>   |                    | <b>24,759,157</b>    |                       |   |     |     |
| Beginning Unrestricted Fund Balance   |  |                    | <b>5,017,643</b>   |                    | <b>11,972,820</b>    |                       |   |     |     |
| Balance in DMH/DD/SAS Risk Reserve  |  |                    | -                  |                    | -                    |                       |   |     |     |
| Balance in DMA Risk Reserve   |  |                    | -                  |                    | 12,505,396           |                       |   |     |     |
| <b>Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures</b> |  | 7.62%              | 11,972,820         | 17.41%             | 53,076,671           |                       |   |     |     |
| <b>2. CURRENT CASH POSITION</b>   |  |                    |                    |                    |                      |                       |   |     |     |
|   |  | (1)                | (2)                | (3)                | (4)                  | (5)                   | Allowance for<br>Uncollectible<br>Receivables |     |     |
|   |  | 30 DAYS            | 60 DAYS            | 90 DAYS            | OVER<br>90 DAYS      | TOTAL                 |   |     |     |
| Accounts Payable (Accrual Method)   |  | 8,013,309          | 676,703            | 117,654            | 45,078               | \$ 8,852,744          |   |     |     |
| Account Receivable (Accrual Method)   |  | 151,577            | 691,739            | 351,655            | 967,464              | \$ 2,162,435          | \$ 2,162,435                                  |     |     |
| <b>Current Cash in Bank</b>   |  |                    | <b>98,637,829</b>  |                    |                      |                       |   |     |     |
| <b>3. SERVICE EXCEPTIONS ( Provided Based on System Capability)</b>                     |  |                    |                    |                    |                      |                       |   |     |     |
| Services authorized but not billed  |  | 19,247,200         |                    |                    |                      |                       |   |     |     |
| <b>4. DETAIL ON BUDGETED FUND BALANCE</b>   |  |                    |                    |                    |                      |                       |   |     |     |
|   |  |                    |                    | Budgeted           | Year-to-Date         | Balance               | %   |     |     |
| Payments to Providers   |  |                    |                    | 121,997            | 121,997              | 0                     | 100.00%                                       |     |     |
| MCO Start-up Expense  |  |                    |                    |                    |                      |                       | #DIV/0!                                       |     |     |
| LME Merger Expense  |  |                    |                    |                    |                      |                       | #DIV/0!                                       |     |     |
| Other (List): Legal Fees  |  |                    |                    | 395,005            | 348,453              | 46,552                | 88.21%  |     |     |

\* We certify (a) this report to contain accurate and complete information, (b) explanations are provided for any expenditure item with an annualized expenditure rate greater than 110% and for any revenue item with an annualized receipt rate of less than 90%, and (c) a copy of this report has been provided to each county manager in the catchment area\*.

**Division of Mental Health, Developmental Disabilities & Substance Abuse Services**  
**Quarterly Fiscal Monitoring Report - Explanation of Revenue and Expenditure Variances**  
**SMOKY MOUNTAIN LME/MCO (Includes WHN cash and Fund Balance)**  
**for the period ending: June 30, 2014 (Not Final)**

| ITEM                  | Explanation   |
|-----------------------|---|
| <b>Revenues</b>       |   |
| Haywood County-87.32% | Received Less ABC Funds than Budgeted                       |
| Yancey - 75%          | Smoky has not received one quarterly MOE payment of \$6,500 |

**Expenditures**

There were no expenditures exceeding 110% of the budget

**Additional Notes:**

The Aging of Accounts Payable is based on the invoice date - not necessarily when Smoky received the invoice. The majority of the amounts in the "over 90 days" column are due to A/P associated with Western Highlands transition or due to providers not being paid because they have not submitted EFT (Electronic Funds Transfer) documentation. Smoky now only pays providers through EFTs - no paper checks are processed for provider payments.

Cash and Fund Balance amounts are now reflective of the balances from Western Highlands Network (which are unaudited figures).

Please note that these balances are NOT final June 2014 balances and are subject to change.

Please note that the Accounts Receivable amount does not include the Medicaid Capitation Receivable due to Smoky for unpaid eligibles.

Please note that the Accounts Payable amount does not include any State or Medicaid IBNR (Incurred But Not Reported) projections.

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Oak Street Property Letter of Intent***

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

Mr. Joseph Dale Greer has submitted a letter of intent for the property owned by the County at 347 Oak Street, Boone, NC 28607. The letter of intent is for \$100,000 with no broker fee. The Board originally established the selling price at \$425,000 which was subsequently reduced to \$210,000 when the County received a bid for \$150,000 through GovDeals. The County would have netted \$142,500 after commission had they accepted the GovDeals offer. The Board rejected the bid and reduced the asking price to \$210,000.

Staff provided the history of the property to Mr. Greer along with the last bid offer. Mr. Greer confirmed his desire to submit the letter of intent of \$100,000 for the property based on the information provided. Should the Board wish to accept Mr. Greer's offer a formal proposal would be required to be approved and then advertised for upset bids.

Staff seeks direction from the Board.

Joseph Dale Greer  
411 Dove Circle  
Boone, NC 28607

August 06, 2014

Watauga County  
Deron Geouque

---

Boone, NC 28607

Dear Seller:

The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by you (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding."

**1. DESCRIPTION OF PROPERTY.** The property proposed to be sold is located at 347 Oak Street, Boone, North Carolina and is legally described in the attached Exhibit "A".

The Real Estate is subject to public highways, covenants, restrictions and zoning, if any.

Included are all permanent fixtures and all property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heater, water softener, air conditioning equipment, built-in items, outside television antenna, fencing, gates and landscaping, specifically including All remaining contents in the home, but specifically excluding None.

**2. PRICE.** The proposed purchase price is \$100,000.00, of which \$0.00 would be deposited with Seller, or Sellers agent, upon acceptance of a binding Purchase Agreement. Buyer would pay the balance to Seller at closing.

**3. POSSESSION.** Possession would be given on September 01, 2014, or sooner by mutual agreement. Settlement would be made at the closing, immediately prior to possession.

**4. INSPECTION.** After the final acceptance of a binding Purchase Agreement, Buyer may have the Real Estate inspected by a person of Buyer's choice to determine if there are any structural, mechanical, plumbing or electrical deficiencies, structural pest damage or infestation, any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law.

**5. CONDITIONS.** Buyer's obligations under the Purchase Agreement would be subject to:

a. Receipt by Buyer of financing, in the amount of \$0.00, and at an interest rate not to exceed 0%, financed over a period of 0 years or more, to finance Buyer's purchase of the Real Estate.

Buyer would agree to satisfy or release such condition(s) by September 01, 2014.

**6. STANDARD PROVISIONS.** The Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

**7. ADDITIONAL PROVISIONS.** Buyer's offer reflects the poor condition of property found after being evaluated by inspector and constructor. Findings include foundation damage, structural damage, both inside and out, electrical and plumbing issues. However, Buyer agrees to purchase property "as is". Purchase agreement binding upon bank financing, approved by buyer.

**8. NON-BINDING.** This Letter of Intent does not, and is not intended to, contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind.

If you would like to discuss a sale of the Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

Sincerely,

BUYER:

 8-6-14  
\_\_\_\_\_  
Joseph Dale Greer



SELLER:  
Watauga County

\_\_\_\_\_  
BY: Deron Geouque

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

The above Letter reflects our mutual understanding and sets forth the basis for proceeding to negotiate a Purchase Agreement as outlined above.



2910-07-8284-000

2910-07-9025-000

2910-06-7939-000

2910-06-8922-000

2910-06-7767-000

2910-06-7248-000

2910-06-8909-000

2910-17-0121-000

2910-07-9093-000

2910-06-9932-000

2910-06-8795-000

2910-06-9603-000

2910-06-9546-000

2910-17-0251-000

OAK ST

2910-16-1329-000

2910-16-0776-000

2910-16-0857-000

2910-16-0549-000

2910-17-2113-000

2910-17-1076-000

2910-16-1953-000

2910-16-2839-000

2910-16-1755-000

2910-16-1661-000

2910-17-2212-000

2910-17-3197-000

2910-17-3031-000

2910-16-3932-000

2910-16-2733-000

2910-16-2641-000

ASH LN

WOODLAND DR

2910-17-3197-000

2910-17-3099-000

2910-16-4997-000

2910-16-4316-000

2910-16-3626-000

2910-16-4696-000

2910-17-5178-000

2910-17-5039-000

2910-16-5147-000



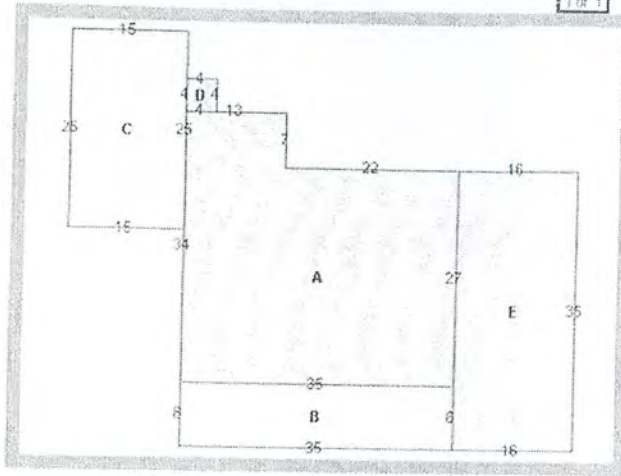
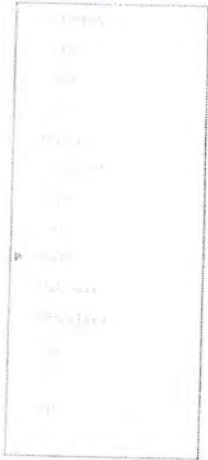
Property Records

Owner Address Parcel ID Advanced Map Search

PARID: 2910161829000

NEW RIVER SERVICE AUTHORITY  
347 OAK ST

1 of 1



Legend

Options

- A
- B
- C
- D
- E

Watauga County Home

1 of 2

Return to Search Results

Property Record Card



Printable Version

Data Copyright Watauga County, NC [Privacy Policy] Last Updated: 09/06/2012



Site Design Copyright 1999-2009 Akanda Group LLC. All rights reserved.

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***B. Proposed Final Approval of the Lease with the Watauga County Arts Council***

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

Pursuant to NCGS 160A-272, notice was given and a resolution was adopted at a regular Board of Commissioners meeting on August 5, 2014 of the Board's intention to lease to the Watauga County Arts Council the Old New River Building located at 377 Shadowline Drive, Boone, NC 28607 for a term of five (5) years with automatic ninety (90) day renewals unless either party gives written notice no less than sixty (60) days of its intention not to renew. The rent to be paid is one dollar (\$1) per annum.

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

Board action is requested to approve the lease as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Resolution of Watauga County Board of County Commissioners**


Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on August 5, 2014, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Watauga County Arts Council that certain building known as the Old New River Building (the "Leased Premises") located at 377 Shadowline Drive, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being approximately 0.537 acres of property, for a term of five (5) years, with automatic ninety (90) day renewals unless either Watauga County or the Watauga County Arts Council gives written notice no less than sixty (60) days that the other party intends not to renew the Lease Agreement. The rent to be paid by the Watauga County Arts Council to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 5<sup>th</sup> day of August, 2014.



Nathan Miller, Chairman  
Watauga County Board of County Commissioners

ATTEST:



Anita Fogle, Clerk to the Board



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

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 19<sup>th</sup> day of August, 2014, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and the Watauga County Arts Council, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H :

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

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

provision for improvements as set forth herein.

3. TERM: This lease shall be for a term of five (5) years, commencing on April 16, 2015, and ending on April 15, 2020, and shall automatically renew for successive ninety (90) day periods upon the termination of this term upon the same terms and conditions contained herein unless either party provides to the other not less than sixty (60) days notice that said party intends not to renew the Lease Agreement for any successive terms. However, Lessee shall have the right to terminate the Lease at any time by providing sixty (60) days written notice to Lessor.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

12. SURRENDER OF THE DEMISED PREMISES: At the expiration of the initial lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term unless neither party has given notice of its intent not to renew the Lease pursuant to Paragraph (3) above. The parties agree and understand that the Lessor has currently determined that the Leased Premises are listed for sale by Lessor and Lessor enters into this Lease pursuant to a finding that it does not have a present need for this location pursuant to N.C. Gen. Stat. §160A-272.

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

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

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

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

15. INDEMNITY: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal

injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. DAMAGES: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than ten (10) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or



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

19. MISCELLANEOUS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The parties agree that each party has participated in the drafting and negotiation of this Lease Agreement and that the terms contained herein shall not be construed against either party. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

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

LESSOR:

LESSEE:

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

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

Attest:

Attest:

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

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Director



Blank Page

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***C. Proposed Architect Contract for Site Analysis at the Recreation Complex***

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

At the August 5, 2014 Board meeting, approval was given to accept a \$10,000 grant from the Appalachian District Health's Community Transformation Grant. The purpose of the grant was to fund a site analysis at 231 Complex Drive for a potential recreation center.

A proposal for architectural services to conduct the site analysis is included for Board consideration. Staff is recommending Clark and Nexsen formerly PBC+L for an amount not to exceed \$10,000. PBC+L were hired by the County to provide architectural services on the previous consideration of a recreation complex. Extensive work was done by PBC+L during that process. The current proposal includes review of programming, preliminary site plan, floor evaluations, conceptual budget, and presentation to County Commissioners.

Based on the fact that Clark and Nexsen conducted work previously and is the most familiar with the project, staff recommends the Board approve the proposal, contingent upon County Attorney review, for an amount not to exceed \$10,000. In addition, the Board needs to exempt the project from NCGS 143-64.31 based on the project fee being less than \$30,000 and Clark and Nexsen's familiarity with the project.

Board action is requested.

August 7, 2014

CN #5670

Watauga County  
814 West King Street  
Suite 205  
Boone NC 28607

Attn: Mr. Deron Geouque

**Re: Feasibility Study for Recreation facility**

Dear Deron,

Clark Nexsen is pleased to present you with this proposal for a feasibility study to locate a new recreation center near the current facility located at 231 Complex Drive. As you are aware, we performed programming efforts for the center, located on a different site several years ago. We will utilize this data as a spring point to perform our evaluation. Based on our discussions from our meeting last month, we would propose the following scope:

- A. Review the program and confirm program components
- B. Provide a preliminary site plan and proposed floor elevation for the new facility
- C. Provide a site diagram showing the locations of each venue.
- D. Provide two computer generated renderings of the proposed building. These will be generated by our staff.
- E. Provide conceptual budgeting for the project
- F. Two on site meetings with County officials (one for program review, one for presentation)
- G. One presentation to the County Commissioners
- H. Clark Nexsen deliverables will include the following:
  - a. Preliminary site plan
  - b. 2 computer generated renderings
  - c. Narrative for building including type of construction methods, materials and finishes.
  - d. 1 Digital and 1 hard copy of the information.

We are excluding the following items:

- A. Site Survey-We will utilize the Watauga County GIS for this preliminary exercise.
- B. Soil investigation reports
- C. Hazardous material assessments

Our proposed schedule for these activities is as follows:

- |   |         |
|---|---------|
| A. Notice to proceed                            | 1 day   |
| B. Preliminary site layout                      | 2 weeks |
| C. Owner review meeting                         | 1 day   |
| D. Revisions based on owner feedback            | 1 week  |
| E. Production of final narrative and renderings | 2 weeks |
| F. Presentation to board of commissioners       | 1 week  |

# CLARK•NEXSEN

August 7, 2014

PAGE 2

For the above noted items we propose a fee of \$10,000. Work outside of this will be performed at our standard hourly rates for the respective disciplines. We will invoice at 50% completion and 100% completion.

Based on the limited scope of this project we would recommend utilizing this letter as our agreement. If you concur with this proposal please sign below and we will get organized to begin the work.

Sincerely,

Clark Nexsen, Inc.



Chadwick S. Roberson, AIA

Managing Principal

Accepted by: \_\_\_\_\_ date: \_\_\_\_\_

Blank Page

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*D. September Meeting Schedule*

**MANAGER'S COMMENTS:**

The Board has historically cancelled the first regular meeting in September due to the Labor Day Holiday. Direction from the Board is requested regarding the September meeting schedule.

Blank Page

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Announcements*

**MANAGER'S COMMENTS:**

A public hearing will be held at 6:00 P.M. on Tuesday, September 16, 2014, to allow citizen comment on a proposed amendment to the County's building height ordinance.



**AGENDA ITEM 12:**

**PUBLIC COMMENT**