

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

**TUESDAY, OCTOBER 15, 2013
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: October 1, 2013, Regular Meeting October 1, 2013, Closed Session		1
	3	APPROVAL OF THE OCTOBER 15, 2013, AGENDA		13
5:35	4	GREEN VALLEY COMMUNITY PARK, INC.'S REQUEST FOR ASSISTANCE	MR. TIM HAGAMAN	15
5:40	5	BOONE AREA CYCLIST'S ROCKY KNOB PARK REQUESTS	MR. ERIC WOOLRIDGE	
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5:45	6	MOUNTAIN PATHWAYS REQUEST FOR AMENDMENTS IN TOURISM DEVELOPMENT AUTHORITY GRANTS	MR. JOHN LANMAN	23
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5:55	8	TAX MATTERS	MR. LARRY WARREN	
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		B. Refunds and Releases		47
6:00	9	PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:		
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6:25	12	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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TIME	#	TOPIC	PRESENTER	PAGE
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		D. Proposed Amendments to the Following NC Department of Cultural Resources' Records Retention and Disposition Schedules:		129
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7:35	15	CLOSED SESSION		152
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Land Acquisition – G. S. 143-318.11(a)(5)(i)		
7:45	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 1, 2013, Regular Meeting
October 1, 2013, Closed Session Minutes

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 1, 2013**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, October 1, 2013, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Miller called the meeting to order at 8:00 A.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the September 17, 2013, regular meeting and closed session minutes.

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to approve the September 17, 2013, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the October 1, 2013, agenda.

County Manager Geouque requested to add a public hearing request to allow citizen comment on the Tax Schedule of Values.

Chairman Miller requested to add discussion regarding the appointment of Extra-Territorial Jurisdiction (ETJ) members to the Town of Boone Boards.

Commissioner Kennedy requested to add an update regarding the restructuring of the Smoky Mountain Board.

County Attorney Eggers also added that there would be discussion of a lawsuit (Appling vs. Alleghany) during the closed session for Attorney/Client Matters per G. S. 143-318.11(a)(3).

Commissioner Yates, seconded by Vice-Chairman Blust, moved to approve the October 1, 2013, agenda as amended.

VOTE: Aye-5
Nay-0

PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTION TEAM'S 2012 ANNUAL REPORT

Ms. Gail Hawkinson presented the 2012 Watauga County Community Child Protection Team Annual Report. Ms. Hawkinson also provided a list of members for approval. The Child Protection Team was tasked with reducing the acts of abuse and violence against children in the County.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the member list for the Watauga County Community Child Protection Team as presented.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Welch, moved to approve the 2012 Watauga County Community Child Protection Team Annual Report as presented.

VOTE: Aye-5
Nay-0

REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE ANIMAL CARE AND CONTROL ORDINANCE

County Manager Geouque stated that Ms. Laurie Vierheller, Watauga Humane Society Executive Director, had requested the Board amend the Watauga County Animal Care and Control Ordinance to reflect recent legislative changes. Senate Bill 626 requires all animals to be held for 72 hours unless injured, sick or wild. Due to this change feral cats would need to be classified as wild animals as to not burden the Humane Society with trying to hold on to trapped feral cats for the 72 hour period. Feral cats are both a risk and liability to Humane Society staff and animals. The County Manager stated that Ms. Anita Gomez, Watauga County's Chief

Animal Care and Control Officer, and Ms. Laurie Vierheller recommended adding the words or unaltered feral cats under definitions to Section 1.B.24 Wild Animal of the Watauga County Animal Care and Control Ordinance.

The County Manager stated that should the Board wish to accept the Humane Society's request; staff would recommend a public hearing be scheduled for the October 15, 2013 Board meeting to seek citizen input on the proposed change. Another option would be for the Board to schedule a work session with the Humane Society to discuss the proposed change.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to schedule a public hearing on Tuesday, October 15, 2013, at 6:00 P.M. to allow citizen comment on the proposed amendment to the Watauga County Animal Care and Control Ordinance.

VOTE: Aye-5
Nay-0

PROJECT ON AGING – FISCAL YEAR 2014 ADDITIONAL STATE APPROPRIATION FOR SENIOR CENTERS

Ms. Angie Boitnotte stated that the Project on Aging was eligible to receive an additional \$15,573, in Senior Center funding from the North Carolina General Assembly and the North Carolina Division of Aging. The L.E. Harrill Senior Center was eligible for \$11,680 and the Western Watauga Community Center for \$3,893. A twenty-five percent (25%) local match, \$5,191, was required and available in the Agency's current budget.

Commissioner Yates, seconded by Commissioner Welch, moved to accept the additional State appropriation as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

SANITATION VEHICLE BID AWARD REQUEST

Mr. J. V. Potter, Operation Services Manager, stated that the following bids were received for the purchase of a new pickup truck for the Sanitation Department: Ashe County Ford in the amount of \$23,797; Capital Ford in the amount of \$23,797 (state contract price); and Bob Murray Chevrolet in the amount of \$24,508 (state contract price). Quotes were requested from Boone Ford and Mack Brown Chevrolet; however, both dealers were nonresponsive. Adequate funds were available in the Sanitation Department's budget to cover the cost of the vehicle as well as the tag and taxes in the total amount of \$24,516.91.

Commissioner Yates, seconded by Commissioner Welch, moved to accept the bid for one (1) new 2014 pickup truck from Ashe County Ford in the amount of \$23,797 plus \$719.91 for tag and taxes for a total amount of \$24,516.91 as presented.

VOTE: Aye-5
Nay-0

MAINTENANCE MATTERS

A. Bid Award Request for Parking Lot Sealing and Line Marking

County Manager Geouque presented the following bids for parking lot sealing and line marking:

Name of Bidder	Address	Certified Check or Bid Bond	Total Price for Primary Bid	Total Price for Alternate 1- Bituminous Surface Treatment
RAM Pavement Services, Inc.	Charlotte, NC	Bid Bond	\$47,197.60	\$119,149.50
Carolina Pavement Tech, Inc.	Cary, NC	Check	\$28,532.65	\$107,927.85
Carolina Pavement and Care	Roxboro, NC	Check	\$87,533.00	\$109,168.40
CACTX Surfaces	Winston-Salem, NC	Check	\$36,050.00	\$116,860.00
Hickory Sealing & Striping	Granite Falls, NC	Check	\$33,400.00	NO BID

The primary bid was for a conventional asphalt emulsion sealer with a two (2) year life cycle and the alternate bid was for a thicker product with a four (4) year life cycle.

The County Manager stated that staff recommended the Board award the contract, contingent upon County Attorney review, to Carolina Pavement Tech, Inc., the lowest responsible and responsive bidder, in the amount of \$28,532.65. Carolina Paving Tech, Inc., has satisfactorily performed work for the County in the past and adequate funds were available in the current budget to cover the cost of the project.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to award the bid to Carolina Paving Tech, Inc., in the amount of \$28,532.65 for seal coating and stripping the parking lots at the Health Department, Human Services Center, Courthouse Complex, Sports Complex and Brookshire Park.

VOTE: Aye-5
Nay-0

B. Bid Award Request for Asphalt Repair and Paving

County Manager Geouque presented the following bids received for asphalt repair and paving:

Bidder	Moretz Paving, Inc.	Carl Rose & Sons Paving	Tri-County Paving, Inc.
Address	PO Box 270 Zionville, NC 28698	PO Box 786 Elkin, NC 28621	PO Box 863 West Jefferson, NC 28694
Certified Check or Bid Bond	Bond	Bond	Bond
Primary Bid	\$98,375.00	\$135,667.00	\$108,107.20
Alternate 1	\$12,000.00	\$16,102.00	\$13,948.00
Alternate 2	\$114,300.00	\$131,769.00	\$138,850.00
Alternate 3	\$7,520.00	\$8,887.00	\$10,724.00
Unit Price for Additional Gravel per Ton	\$20.00	\$28.50	\$20.65

The County Manager stated that the lowest primary bid included repair and paving at Howard's Knob, Law Enforcement Center, Western Watauga Community Center, and Rocky Knob in the amount of \$98,375. Due to the bathroom, septic, and power lines having not been completed at Rocky Knob Park, the decision was made to delay paving until completed. With the removal of Rocky Knob Park from the overall project, the primary bid from Moretz Paving, Inc., was reduced to \$43,675.

The County Manager stated that staff recommended award of the project to Moretz Paving, Inc., in the amount of \$43,675 along with alternate one (1) in the amount of \$12,000 which allows for paving the access road from the church building to the Sheriff's Office auxiliary lot at the Law Enforcement Center. The County has been satisfied with Moretz Paving's past performances on County projects and adequate funds were available in the current budget to cover the cost of the project.

Commissioner Yates, seconded by Commissioner Welch, moved to award the bid to Moretz Paving, Inc., in the total amount of \$55,675 which includes alternate one (1), in the amount of \$12,000, for asphalt repair and paving at Howard's Knob, the Law Enforcement Center, and the Western Watauga Community Center.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT FOR FISCAL YEAR 2014

Commissioner Kennedy, seconded by Commissioner Welch, moved to declare the public hearing open at 9:07 A.M. to allow citizen comment on the Rural Operating Assistance Program (ROAP) Grant for Fiscal Year 2014.

VOTE: Aye-5
Nay-0

County governments were the only eligible applicants for ROAP funds of which the submission of an annual application was required to receive funds. AppalCART provides Watauga County transportation services and, therefore, AppalCART completes and submits the ROAP application on behalf of the County each year.

Mr. Chris Turner, Director of AppalCART, reviewed the application which included the following breakdown of the anticipated allocation totaling \$141,753:

Elderly & Disabled Transportation Assistance Program (EDTAP)	\$59,933
Employment Transportation Assistance Program	\$10,181
Rural General Public (RGP) Program	\$71,639

There being no public comment, Chairman Miller declared the public hearing closed at 9:12 A.M.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to approve the submission of the FY 2014 Rural Operating Assistance Program (ROAP) grant application and the execution of the certified statement as presented by Mr. Turner.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

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

Account #	Description	Debit	Credit
103300-342600	NCDOA Spay/Neuter Grant		\$2,000
104380-449902	Spay/Neuter Grant		

The amendment allocated the grant award from the NC Department of Agriculture and Consumer Service for spay and neuter services contracted with Watauga Humane Society. The pass through grant was approved at the May, 12, 2012, Board meeting.

Account #	Description	Debit	Credit
103586-332006	NC Department of Insurance Grant		\$2,767
105550-449901	SHIIP Grant	\$2,767	

The amendment allocated the grant award from the NC Department of Insurance to allow Project on Aging to provide assistance and outreach to low-income citizens on Medicare Part D. The grant requires no County match and was approved at the August 20, 2013, Board meeting.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the budget amendments as presented by Ms. Pierce.

VOTE: Aye-5
Nay-0

EMERGENCY WATERSHED PROTECTION PROGRAM REQUEST FOR ASSISTANCE

Mr. Joe Furman, Planning and Inspections Director, discussed Watauga County qualifying for the Natural Resources Conservation Services (NRCS) Emergency Watershed Protection (EWP) program. The program provides federal assistance to areas damaged by the January 2013 rain event. The Seth Morrison property was the only surveyed area that qualified for this program in the County. Mr. Morrison has agreed to be responsible for the 25% match required by the program. Mr. Furman stated that the NRCS obtained a waiver of the trout moratorium for the qualifying EWP project and, therefore, the project could move forward if approved. Mr. Furman presented a draft letter requesting the federal assistance.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to authorize the Chairman to sign the proposed letter requesting federal assistance under the provision of the Emergency Watershed Protection program and to direct the County Attorney to draft an agreement obligating Mr. Morrison for the twenty-five percent (25%) match.

VOTE: Aye-5
Nay-0

PRESENTATION OF 2014 SCHEDULE OF VALUES

Tax Administrator Larry Warren, along with Mr. Bill Tester, Appraisal Director/Reval Coordinator, presented the schedule of values to be used in establishing prices for properties during the 2014 revaluation. The schedule was open for public review and would be presented to the Board for adoption at a future meeting, after the review period had passed. Mr. Warren stated that a public hearing was required prior to adopting the schedule and requested it be on October 15, 2013.

Commissioner Yates, seconded by Commissioner Welch, moved to schedule a public hearing on October 15, 2014, at 6:00 P.M. to allow for citizen comment on the 2014 Schedule of Values.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards & Commissions

County Manager Geouque stated that one ETJ Alternate position remained to be filled on the Town of Boone Board of Adjustment. Recommendations have not been received from the Town at this time.

[Clerk's Note: The Board continued with the discussion of ETJ appointments prior to completing the Boards & Commissions portion of the agenda.]

B. Discussion Regarding the Appointment of Extra-Territorial Jurisdiction (ETJ) Members to Town of Boone Boards

Discussion was held regarding a letter received on September 25, 2013, from Mr. Greg Young, Town of Boone Manager, regarding recent ETJ appointments to Town of Boone Boards. Below is an excerpt from that letter:

“In 2011, the Town of Boone initiated text code amendments to the Unified Development Ordinance (UDO) with the mutual understanding between Watauga County and the Town that the County would comply with extraterritorial jurisdiction (ETJ) appointment requirements as outlined in the Town's UDO. Attached are the ETJ appointment requirements for the Board of Adjustment and Planning Commission.

I have been directed by the Mayor and Boone Town Council to advise the County that the Town does not accept recent ETJ appointees Dale Greene and Frank Bolick to the Board of Adjustment and Planning Commission positions. Additionally, the Boone Town Council intends to consider at its October regular meeting whether Jon Tate should remain on the Planning Commission-as he was inadvertently sworn in-and Council does not intend to swear in Dale Greene or Frank Bolick, all in accordance with the above-mentioned ordinance requirements.”

After lengthy discussion, Commissioner Yates, seconded by Commissioner Welch, moved to schedule a public hearing on Tuesday, October 15, 2013, at 6:00 P.M. to allow citizen comment on Board of Commissioners’ Extra-Territorial Jurisdiction appointments to the Town of Boone’s Planning Commission and Board of Adjustments and to direct the County Manager to send a letter to Town of Boone Manager, Greg Young, requesting a joint public meeting with the Boone Town Council to discuss the procedures for making Extra-Territorial Jurisdiction (ETJ) appointments to Town of Boone Boards.

VOTE: Aye-5
Nay-0

A. Boards & Commissions (cont.)

County Manager Geouque stated that Dr. Gary Childers’ term to the Caldwell Community College and Technical Institute Board expired June 30, 2013. Dr. Childers has expressed his willingness to continue serving if reappointed. Mr. Lowell Younce has submitted an application and expressed interest in serving on this Board as well.

Commissioner Welch, seconded by Commissioner Kennedy, moved to reappoint Dr. Childers to the Caldwell Community College and Technical Institute Board.

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

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint Mr. Lowell Younce to the Caldwell Community College and Technical Institute Board.

VOTE: Aye-5
Nay-0

C. Smoky Mountain Board Update

Commissioner Kennedy updated the Board regarding the impending reconstitution of the Smoky Mountain Board and stated that neither Watauga County nor jurisdictional representation was currently slated to be on the new Board.

D. Announcements

County Manager Geouque announced that Operation Medicine Cabinet is scheduled on Saturday, October 19, 2013, from 10:00 A.M. until 2:00 P.M. All prescription and over-the-counter medications will be accepted for disposal with no questions asked. This event will take place at the Foscoe Volunteer Fire Department and the three Food Lions (located in Boone, Blowing Rock, and Deep Gap).

County Manager Geouque announced that Green Valley Community Park, Inc., chose to withdraw their request to have the North Carolina Department of Transportation (NCDOT) Recreation Trails Program grant (which was awarded to, but rejected by, the Watauga County Tourism Development Authority) to Green Valley Community Park, Inc., to develop a river access on Pine Run Road and a walking trail at the Park.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 9:56 A.M., Commissioner Yates, seconded by Vice-Chairman Blust, moved to enter Closed Session to discuss Attorney/Client Matters per G. S. 143-318.11(a)(3) and Personnel Matters per G.S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to resume the open meeting at 10:18 A.M.

VOTE: Aye-5
Nay-0

JOINT MEETING WITH THE ECONOMIC DEVELOPMENT COMMISSION

Watauga County Economic Development Director, Mr. Joe Furman and Planner, Mr. John Spear, joined the meeting as well as the following Watauga County Economic Development Commission members: Joseph Miller, Paul Combs, Ed Evans, Mary Hall, Tommy Sofield, Jeannine Underdown Collins, Rob Olsen, Charles Hardin, Dan Meyer,

Mr. Joseph Miller stated that Ms. Lauren Wentworth had been present but had to leave prior to the beginning of the joint meeting due to a prior obligation.

Mr. Miller stated that the Economic Development Commission had the following questions for the Board of Commissioners:

- What does the Board of Commissioners want for Watauga County's economic future?
- What does the Board of Commissioners want the Economic Development Commission (EDC) to do?

Each Commissioner spoke to the questions and overall agreed to request the Economic Development Commission to continue moving forward toward future projects; however, project approval guarantees could not be given at this time.

[Clerk's Notes: Mr. Dan Meyer left the meeting at 11:08 A.M.; Vice-Chairman Blust left the meeting at 11:14 A.M.; and Mr. Charles Hardin left the meeting at 11:25 A.M. – all due to prior commitments.]

Economic Development members were each given time to speak as well and concluded that guidance was being sought so that Board of Commissioner expectations were known. The Economic Development Commission planned to continue to work on bringing projects forward for consideration and to help grow the community.

ADJOURN

Commissioner Yates, seconded by Commissioner Kennedy, moved to adjourn the meeting at 11:54 A.M.

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

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE OCTOBER 15, 2013, AGENDA

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AGENDA ITEM 4:

GREEN VALLEY COMMUNITY PARK, INC.'S REQUEST FOR ASSISTANCE

MANAGER'S COMMENTS:

Mr. Tim Hagaman, President of Green Valley Community Park, Inc. will request assistance from the County Sanitation Department to repair the canoe access road, parking and extend an existing French drain. Green Valley Park will pay for all materials and supplies. The County will provide the equipment, labor and fuel.

Direction from the Board is requested.



October 1, 2013

To: Deron Geougue, County Manager
 County Commissioners Miller, Blust, Kennedy, Welch, and Yates

Re: Request for Commissioners' approval for Green Valley Community Park, Inc.
 to utilize county equipment and personnel to work at the park

Green Valley Community Park, Inc. requests that you allow a county employee(s) to utilize county equipment for in-kind service at Green Valley Park to repair the canoe access road and parking and extend a French drain. The park sustained extensive damage from all the rain during the previous months and considerable work on the road and the parking area is going to be required to make it possible for vehicles to get to the park's canoe access for the coming season.

Thank you for taking time to consider this request. We appreciate any support you can give.

I will be glad to answer any questions that you might have.

Sincerely,

Tim Hagaman, President

Green Valley Community Park, Inc. is a tax-exempt, non-profit association (EIN: 31-1727760).

Board of Directors				
Tim Hagaman, President	Dan Norris, Vice President	Louise Cooper, Secretary	Nancy Moretz, Treasurer	
Janice Carroll	Mark Crowell	Jay Fenwick	Cecil Gurganus	Eric Gustavson
LeAnne Hilderbran	Bill Hutchins	Chris Laine	Denny Norris	David Turlington

PO Box 3533, Boone, NC 28607 828-264-4612

AGENDA ITEM 5:**BOONE AREA CYCLIST'S ROCKY KNOB PARK REQUESTS*****A. Pump Track Expansion*****MANAGER'S COMMENTS:**

Mr. Eric Woolridge, Boone Area Cyclists Vice Chairman, will present a proposal to extend the Pump Track at Rocky Knob Park. The Board previously approved the development of the Pump Track. The expansion will eliminate eight (8) parking spaces at the facility. Staff is hesitant to lose these spaces as parking is at a premium for the facility during special events. It is unclear if an alternate design could be developed to reduce the loss of parking spaces.

Board direction is required to approve the expansion of the Pump Track and eliminate the eight (8) parking spaces.

MEMO

To: Watauga County Board of Commissioners
Deron Geouque, County Manager

From: Eric Woolridge, Boone Area Cyclists Vice-Chairman; Kristian Jackson, Trail Boss

Date: October 7, 2013

Re: Rocky Knob Park: Pump Track Expansion and "Track Trail" Designation

Boone Area Cyclists request to expand the pump track area due to its popularity. This will remove 8 parking spaces. While these parking spaces are much needed, we feel that a majority of the time the public would benefit from a larger pump track.

Also, BAC has received a \$2,200 grant from the "Track Trails" program. In order to receive these funds, the county must accept the attached MOU designating the "Pump Track Trail."

AGENDA ITEM 5:**BOONE AREA CYCLIST'S ROCKY KNOB PARK REQUESTS*****B. "Track Trail" Designation*****MANAGER'S COMMENTS:**

The Boone Area Cyclists recently received a \$2,200 grant from the "Track Trails" program. The County, Blue Ridge Parkway Foundation and the Boone Area Cyclists must enter into a Memorandum of Understanding in order to receive the grant. Based on discussions with Parks and Recreation, Maintenance, and Sanitation staff the requirements of the MOU could be met with no major impact to these departments.

Board action is required to enter into the Memorandum of Understanding with Blue Ridge Parkway Foundation and the Boone Area Cyclists.



TRACK Trail Partnership Memorandum of Understanding

Kids in Parks, Watauga County Parks and Recreation,
and the Boone Area Cyclists
September 27, 2013

The Blue Ridge Parkway Foundation's Kids in Parks program, the Watauga County Parks and Recreation, and the Boone Area Cyclists have come together to collaborate on a Bicycle TRACK Trail at the Rocky Knob Bike Park; and

The partners listed below have agreed to enter into a MOU in which Kids in Parks will be the lead agency and the Watauga County Parks and Recreation and the Boone Area Cyclists will be the lead partners; and

All three partners herein desire to enter into a MOU setting forth the services to be provided by the collaborative.

Purpose

The purpose of this Memorandum of Understanding is to outline the responsibilities each agency listed above will undertake through this partnership. The partnering agencies listed above agree that the TRACK Trail – to be located within the Rocky Knob Bike Park – is a great partnership opportunity, connecting the community of Boone with the Blue Ridge Parkway and other TRACK Trail sites for years to come.

The mission of the Kids in Parks program is to work together with partners throughout the country to promote children's health and the health of our parks by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world. Kids in Parks accomplishes its mission through the installation of TRACK Trails – a series of networked TRACK Trails that provide brochure-led, self-guided adventures designed to encourage future participation in outdoor recreation.

Roles and Responsibilities

All partners, by way of this Memorandum of Understanding, agree to the following:

- Work with park designers on design and construction of the trailhead kiosk
- Development and production of a series of bike skills and nature based educational panels
- Inclusion and maintenance of your site's TRACK Trail webpage on the Kids in Parks website
- Tracking and reviewing of data collected about your site's TRACK Trail(s)
- Providing quarterly data reports about use and users on your site's TRACK Trail(s)
- Distributing incentives to qualifying Trail TRACKers (kids who register) from your site's TRACK Trail(s)
- Providing assistance to write and apply for grants that further support trail efforts
- Promoting and marketing the TRACK Trail through our various media outlets
- Providing technical assistance and training to help integrate the program into existing on-site programming
- Providing assistance and consultation regarding the grand opening event
- Contributing funds (\$2,200) for the completion of the Pump Track that is to become the "Pump TRACK Trail"

Watauga County Parks and Recreation will be responsible for:

- Allowing Kids in Parks to designate the pump track as a “Pump TRACK Trail” in the KIP program
- Holding an insurance policy for The Rocky Knob Bike Park
- Meeting with Kids in Parks staff and Boone Area Cyclists members during development
- Communicating all plans for the development of the TRACK Trail to Kids in Parks staff
- Advising Kids in Parks as to any managerial issues regarding the trail (criminal activity, vandalism, etc...)
- Coordinating a grand opening celebration
- Maintaining communication with Kids in Parks staff for the duration of the collaboration
- Promoting the TRACK Trail through various media outlets (website, newsletter, enews, facebook, etc...)
- Providing photos, testimonials and other important information regarding the TRACK Trail to Kids in Parks
- Seeking ways to integrate the trail with community projects and activities

The Boone Area Cyclists will be responsible for:

- Allowing Kids in Parks to designate the pump track as a “Pump TRACK Trail” in the KIP program
 - Meeting with Kids in Parks staff and Watauga County Parks and Recreation staff during development
 - Communicating all plans for the development of the “Pump TRACK Trail” to Kids in Parks staff
 - Providing photos, testimonials and other important information regarding the TRACK Trail to Kids in Parks
 - Maintaining the appearance of the trailhead (landscaping, fixing vandalized materials, etc...)
-
- Coordinating a grand opening celebration
 - Maintaining communication with Kids in Parks staff for the duration of the collaboration
 - Promoting the TRACK Trail through various media outlets (website, newsletter, enews, facebook, etc...)
 - Providing photos, testimonials and other important information regarding the TRACK Trail to Kids in Parks
 - Seeking ways to integrate the trail with community projects and activities

Timeline

The roles and responsibilities described above are agreed to through this MOU from signed date and continuing for a period of 3 years, at which time the MOU can be resigned, revised or terminated. The MOU may also be revised at any time during the three-year period provided both parties agree to the revision(s) in writing.

Termination of Agreement

This Agreement may be terminated by either party for any reason. Such termination shall be effective thirty (30) days after written notice to the other party. Failure of one party to fulfill its responsibilities as outlined above may result in immediate termination of this MOU.

Involved Parties

The Kids in Parks program is represented by: Carolyn Ward, CEO of the Blue Ridge Parkway Foundation; and Jason Urroz, Director of Kids in Parks.

The Watauga County Parks and Recreation staff is represented by: Nathan Miller, Chairman of the Watauga County Board of Commissioners; and Stephen Poulos, Director of Watauga County Recreation. The Boone Area Cyclist is represented by: Kristian Jackson, President; and Eric Woolridge, Board Member.

Carolyn Ward
CEO, Blue Ridge Parkway Foundation
Date _____

Nathan Miller
Chairman, Watauga County Board of Commissioners
Date _____

Kristian Jackson
President, Boone Area Cyclists
Date _____

AGENDA ITEM 6:

**MOUNTAIN PATHWAYS REQUEST FOR AMENDMENTS IN TOURISM DEVELOPMENT
AUTHORITY GRANT**

MANAGER'S COMMENTS:

The Board was informed at your last meeting that Green Valley Park was declining the request to assume the responsibility of the County's TDA in the Pine Run Road river access and the Green Valley walking trail grant.

High Country Pathways has agreed to accept the grant contract and assume the responsibility for the construction and maintenance of the river access and walking trail. The Watauga County TDA did endorse High Country Pathways to replace Green Valley Park in reference to the grant.

The County approved an encroachment agreement with NCDOT for the Pine Run Road portion in June of 2012. Based on conversations with NCDOT, the encroachment is still valid and the Department is awaiting direction as to the status of the project.

Board direction is required so that High Country Pathways may proceed with the grant project.

HIGH COUNTRY PATHWAYS



highcountrypathways.org

Mission: To plan, build, and steward
greenways, trails, and blueways
throughout the High Country region of
North Carolina.

October 7, 2013

BY HAND

Mr. L. Wright Tilley
Executive Director
Watauga County Tourism Development Authority
815 West King Street, Suite 10
Boone, NC 28607

Re: NCDENR Recreational Trails Grant, Contract No. 4767

Dear Wright:

As we have discussed, the board of High Country Pathways, Inc. has voted to accept the grant contract and take responsibility for the construction and maintenance of the two paddle access facilities at Green Valley Park and Pine Run.

Would you please present this to the TDA at their next meeting, I think on Tuesday, October 8, for their review and approval? If they approve, you will need to inform me of the next steps to be taken to implement the transfer of the grant to High Country Pathways.

From the materials you provided, we will be able to meet all the requirements and obligations mentioned in the contract and attachments.

Thank you for your attention to this matter. I can be reached at 828-963-6901, jeLANman@charter.net. I will be out of town from Wednesday through Sunday. If it is essential for any further action to be taken this week, please contact Eric Woolridge at Destination by Design.

Sincerely,

John Lanman
President

PO Box 253, Boone, NC 28607

AGENDA ITEM 7:

MAINTENANCE MATTERS

- A. Proposed Utility Easement with Blue Ridge Electric Membership Corporation for Rocky Knob Park*

MANAGER'S COMMENTS:

The construction plans for the Rocky Knob Park included restroom facilities to complement the overall facility. Power lines will need to be run for the restroom facilities in which the County TDA has already agreed to pay the cost. Blue Ridge Electric will require an easement to run the power lines underground to the restroom location.

Board action is required, contingent upon County Attorney review, to approve the \$15,778.51 for electric service and the easement for Blue Ridge Electric to construct the power line at the Rocky Knob Park.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

969 West King St., Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

SUBJECT: Rocky Knob Park

DATE: September 27, 2013

BACKGROUND

The TDA has asked the County to assist with the building of the public restroom at the Rocky Knob Park. The first item that needs to be addressed is the installation of an underground power line to the site. BREMCO has surveyed the site and plans to run their line from a transformer at the northeast corner of the landfill to the new parking area at Rocky Knob Park. The cost for installing this line is \$15,778.51. In addition, an easement will need to be signed that will grant BREMCO the right to install and maintain the new line across County property.

RECOMMENDATION

Staff recommends that the Commissioners enter into the easement agreement and pay the \$15,778.51 cost for the installation of the new line.



2491 US Hwy 421 S
Boone NC 28607

Your Touchstone Energy Partner

Cost Estimate

Date July 16, 2013

District: Watauga

Prepared By: R D GRAYBEAL

Prepared For: Name: Watauga County
 Address: 814 W King St RM 216
Boone NC 28607
 Phone: (828) 265-8007 Account: 156018
 Job No. 375049

Cost for electric service to bath house at Rocky Knob Bike Park	\$15,778.51
Subtotal	\$15,778.51
Tax	
Total	\$15,778.51

Blue Ridge Electric Phone Numbers
 Caldwell – 754.9071 Watauga – 264.8894 Ashe 246.7138
 Alleghany – 372.4646 Wilkes – 838.4655

Acct. # 107.20 – Non Refundable
 Acct. #107.22 – Engineering Fee
 Acct. # 235.10 – Refundable

*Cost estimate is guaranteed for 90 days ONLY from date above.
 Cost estimate must be paid before the job will be scheduled.*

These costs are for Blue Ridge Electric facilities only and do not include any cost for relocation of telephone or cable television facilities.

This cost estimate must be paid before the work will be scheduled.

Please pay this estimate by either: Cash Check # _____

 Member's Signature

375049

Practice Statement Number: P-9-1-2

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION
OWNER'S AGREEMENT
for non
INSTALLATION OF UNDERGROUND RESIDENTIAL SERVICE

STATE OF NORTH CAROLINA

COUNTY OF Watauga

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between

Blue Ridge Electric Membership Corporation hereinafter called the Cooperative,
Watauga County and hereinafter called the Owner.

Rocky Knob

WITNESSETH

WHEREAS, the Owner has requested that the Cooperative install underground service on his premises located at Rock Knob Bike Park and known as Path House and agrees to make a contribution in aid of construction as defined in the Cooperative's Service Rules and Regulations;

NOW, THEREFORE, in consideration of the Cooperative's and the Owner's mutual promises, the parties hereto agree that the Cooperative will install, own and maintain the underground residential distribution facilities on the aforesaid premises under the following terms and conditions:

1. The facilities covered by this agreement will provide electric service for 1 non residential (mobile) home sites.
2. The Owner will grant a satisfactory easement for the Cooperative's facilities without cost to the Cooperative.
3. Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground as determined solely by the cooperative in accordance with the current construction design practices of the cooperative.
4. The cooperative will provide service to a single transformer using a loop system design at the request of the member who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
5. Existing overhead distribution facilities will remain installed overhead unless the member desires to have them installed underground. Distribution feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner agrees to pay for the cost of underground facilities.
6. Prior to the installation of the underground distribution system by the cooperative, the final grade levels of the building sites shall be established by the member. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access to the cooperative's equipment to the installation site; to allow installation of underground facilities at proper depth and before streets, curbs, or other obstructions are installed; and to eliminate digging into the underground electrical facilities after installation. Should streets, curbs, or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the cooperative, payment for these additional

17-09-247

expenses shall be made to the cooperative by the member. Should established lots or final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expense to the cooperative, payment for these additional expenses shall be made to the cooperative by the member.

7. Should existing sidewalks, septic tank systems, fuel tanks, other utility lines, or other man-made obstructions result in additional expenses to the cooperative, payment for the same will be made by the member.

8. Actual costs incurred to comply with special requirements, if any, of municipalities, state and federal highway agencies or departments regarding a breaking of pavement, ditching, backfilling, and other related conditions, will be paid by the member.

9. Member agrees to pay actual additional cost incurred by the cooperative due to adverse conditions, such as: rock or the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench.

10. The cooperative's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises, or permits for the installation of such service from those requesting the underground facilities. The cooperative shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees, grass sod and driveways will be that of the member. Reseeding of trench cover will be done by the member. Shrubs, trees, or any other obstacle shall not be placed within ten feet of the transformer cabinet or cabinet openings which would hinder the access of the cooperative at any time.

11. Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the member elects to pay the "in and out" cost of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for normal fees only at a transformer or pedestal location.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

(Owner)

Blue Ridge Electric Membership Corporation

(Authorized Agent)

UTILITY EASEMENT (Corp. /LLC)

Return to: Blue Ridge Electric Membership Corporation

STATE OF NORTH CAROLINA

COUNTY OF Watauga

KNOW ALL MEN BY THESE PRESENTS, that Watauga County
Name of Corp. /LLC

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant unto BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION, its successors, assigns and licensees, hereinafter called "Grantee", the right, privilege and easement to go in and upon and over and across that certain land of Grantor (hereinafter "premises") situated in said County and State, New River Township, as described in Deed Book 40, at Page 755, in the Watauga County Registry, with a right of way strip having a width of ten (10) feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to:



_____ (initial here for underground facilities)

place, construct by digging, trenching and by other reasonable means, maintain, operate, relocate and replace underground electric distribution facilities, lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures and other obstructions; the right to prohibit and prevent the construction or placing of any building or other major structures upon, over or within ten (10) lateral feet from said line; and to clear that land outside the right of way strip within ten (10) feet of the service door of any transformer or cabinet and to keep the area within ten (10) feet of said door clear of trees, shrubbery, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Agreement, receipt of a copy of which is acknowledged by Grantor.

Grantee shall exercise care in the utilization of its underground construction; provided, Grantor acknowledges that the ultimate responsibility of the repair, replacement and restoration of shrubs, trees, grass, sod, walkways and driveways disturbed by Grantee and its agents will be that of Grantor.

This easement is subject to the applicable terms and conditions of Grantee's Underground installation Plan and Grantee's Practice Statement P-9-1-2, which are incorporated hereby by reference.

17-09-247

**INITIAL
HERE**

Grantor hereby grants to Grantee an easement to go in and upon, over and across the "Premises" with a right-of-way strip having a width of fifteen (15) feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to:

_____ (initial here for overhead construction)

construct, maintain and operate with poles, crossarms, wires, guys, anchors, cable, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities and other licensees of Grantee. The following rights are also granted to Grantee: to enter said premises to inspect said line, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures, or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires, stub poles and wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee. This easement also includes the right to prohibit the construction of buildings or other facilities within fifteen (15) lateral feet of said line, or within such proximity to an above ground electric facility that would endanger the operation or prevent the maintenance of the line or system.

This easement is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this Agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right of way strip over the premises to conform to any future highway or street relocation, widening or improvement.

The Grantor further gives, grants and conveys to Grantee the right of ingress and egress over and across the other lands of the Grantor described above by means of existing roads and lanes thereon, adjacent thereto, or crossing said easement; otherwise, by such route or routes as shall occasion the least practicable damage and inconvenience to the Grantor; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said easement by any public road or highway, now crossing or hereafter crossing said lands.

Grantor shall retain all other rights to his lands not inconsistent with the rights and easements herein conveyed, but Grantor cannot interfere with or endanger the construction, operation, or maintenance of the Grantee's facilities.

After construction is completed, when it becomes necessary for Grantee to exercise its right of ingress and egress granted herein, Grantee shall repair any damage it shall do to Grantor's private lanes, roads, or crops and shall reimburse Grantor for any actual loss or damage which shall be caused by the exercise of said ingress and egress.

The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the right hereafter at any time and from time to time to exercise any or all of them.

The undersigned Grantor agrees that all poles, wires and other facilities, installed on the above described lands by the Grantee shall remain the property of the Grantee, removable at the option of the Grantee.

The Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, or any interest therein, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein stated.

Title to the property hereinafter described is subject to the following exceptions: _____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

FOR OFFICE USE ONLY: PIN#292048773 & #2920584187 - so# 375049

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the ___ day of _____, 20__.

Name of Corp. /LLC

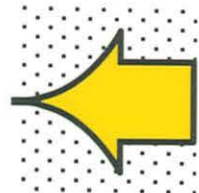
BY : _____ (SEAL)

Print Name and Title: _____



SIGN & DATE

STATE OF NORTH CAROLINA
COUNTY OF _____



NOTARIZE

I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of _____, a corporation, and that he (or she), as _____, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ___ day of _____, 20__.

(Official Seal)

Notary Public
Print Name _____

My Commission Expires: _____.

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify _____ a limited liability (Name of manager, title, name of LLC) company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the ___ day of _____, 20__.

(Official Seal)

Notary Public
Print Name _____

My Commission expires: _____.

Print Form

Reset Form

AGENDA ITEM 7:**MAINTENANCE MATTERS*****B. Bid Award Request for Dump Truck*****MANAGER'S COMMENTS:**

The Watauga County Maintenance Department solicited bids for a new 2014 Ford F-550 to replace the 1985 Ford F-700. Four (4) bids were received in which Boone Ford was the lowest responsible and responsive bidder. Due to issues experienced in the past with Boone Ford, staff has and will continue to verify that the price quoted is for the vehicle specified. Mr. Marsh will solicit bids for the dump bed once the Board has approved the purchase of the vehicle.

Board action is requested to award the bid as presented.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

969 West King St., Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

SUBJECT: Vehicle Replacement

DATE: September 25, 2013

This year's budget contains money to replace the Maintenance Department's 1985 Ford F-700 dump truck that was purchased from the State of North Carolina Division of Surplus Property in 2000.

Several state contract vendors and other vendors were contacted to provide bids for a Ford 550 diesel dump truck cab and chassis that is currently on state contract for \$35,200. All vendors responded with bids for similarly equipped trucks.

Boone Ford Boone, NC	\$34,972
-------------------------	----------

Capital Ford Raleigh, NC	\$35,070
-----------------------------	----------

Ashe County Ford West Jefferson, NC	\$35,136
--	----------

Piedmont Truck Center Greensboro, NC	\$35,000
---	----------

STAFF RECOMMENDATION

I recommend the low bidder, Boone Ford of Boone for this purchase. Boone Ford anticipates delivery will be within 90 days for this vehicle. In addition, I recommend the purchase of the dump bed from Lift Bodies Inc., for \$8,215.

Please note this purchase is for a cab and chassis only. The truck will need to be fitted with a 9' dump bed. Lift Bodies, Inc., North Wilkesboro, NC has provided a quote for this bed with accessories for \$8,215.

BUDGET IMPACT

The Maintenance Budget contains \$45,000 for the purchase of this equipment. The cost of the truck and bed are within the budgeted amount at \$43,187.

CNGP530

VEHICLE ORDER CONFIGURATION

09/20/13 13:07:57

Dealer: F21665

Page: 1 of 2

2014 F-SERIES SD

Order No: 5555 Priority: L1 Ord FIN: QD495 Order Type: 5B Price Level: 415

Ord PEP: 660A Cust/Flt. Name: WAT COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
F5G F550 4X2 CHAS/C	\$35355	\$32616.00	TELE TT M R-PWR	
141" WHEELBASE			LESS TPMS	
Z1 OXFORD WHITE			425 50 STATE EM SS	NC NC
A VNYL 40/20/40			52B BRAKE CONTROLLER	230 196.00
S STEEL			525 CRUISE CONTROL	235 200.00
660A PREF EQUIP PKG			63B CLN IDLE DECAL	NC NC
.XL TRIM			65Z AFT AXLE TANK	NC NC
572 .AIR CONDITIONER	NC	NC		
.AM FM STER/CLK			TOTAL BASE AND OPTI ONS	46270 39736.30
99T 6.7L V8 DIESEL	7965	6791.00	TOTAL	46270 39736.30
44W 6-SPEED AUTO	190	162.00		
TFB .225 BSW AS 19.5			*THIS IS NOT AN INVOICE*	
X4N 4.10 LTD SLIP	360	308.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW	
18000# GVWR PKG			* MORE ORDER INFO NEXT PAGE *	
90L PWR EQUIP GROUP	895	763.00		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE. Q0099231

Your Cost
 = \$ 34,972.30

* Contact Ben Hoyer
 Boone Ford
 828-264-6111

CNGP530

VEHICLE ORDER CONFIRMATION

09/20/13 13:08:17

Dealer: F21665

Page: 2 of 2

2014 F-SERIES SD

Order No: 5555 Priority: L1 Ord FIN: QD495 Order Type: 5B Price Level: 415
Ord PEP: 660A Cust/Flt Name: WAT COUNTY PO Number:

		RETAIL	DLR INV	RETAIL	DLR INV
67D	XTR HVY DTY ALT	NC	NC		
794	PRICE CONCESSION				
	REMARKS TRAILER				
942	DAY RUNNING LTS	45	38.00		
	SP DLR ACCT ADJ		(1812.00)		
	SP FLT ACCT CR		(567.00)		
	FUEL CHARGE		39.30		
B4A	NET INV FLT OPT	NC	7.00		
	DEST AND DELIV	995	995.00		

TOTAL BASE AND OPTIONS 46270 39736.30

TOTAL 46270 39736.30

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PRICE ALLOW

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QD099231

Capital Ford, Inc. Government Sales

9/25/13

Watauga County

Robert Marsh

2014 Ford F550 Regular Cab 4x2 Cab/Chassis 141" w.b.

Oxford White exterior

Gray vinyl 40/20/40 front seat

Vinyl floor covering

Manual windows/locks/mirrors

XL trim

Air conditioning

60" c.a. for 9' body

AM/FM stereo

6.7L V8 Diesel engine

6-speed automatic transmission

.225 BSW AS 19.5 tires

Dual rear wheel

Limited slip rear axle

18,000 # GVWR

50 state emissions

Spare tire/wheel

Cruise control

Jack

Aft axle fuel tank

Extra heavy duty alternator

Daytime running lights

All manufacturer's standard equipment

\$35,070.00

Tom Lowe

Capital Ford, Inc.

Government Sales

CNGP530

VEHICLE ORDER CONFIRMATION

09/25/13 17:02:54

=>

Dealer: F21617

2014 F-SERIES SD

Page: 1 of 2

Order No: 0001 Priority: L1 Ord FIN: QH495 Order Type: 5B Price Level: 415

Ord PEP: 660A Cust/Flt Name: WATAUGA CTY PO Number:

RETAIL

RETAIL

F5G F550 4X2 CHAS/C \$35355

TELE TT MIR-PWR

141" WHEELBASE

LESS TPMS

Z1 OXFORD WHITE

425 50 STATE EMISS NC

A VNYL 40/20/40

52B BRAKE CONTROLLER 230

S STEEL

525 CRUISE CONTROL 235

660A PREF EQUIP PKG

63B CLN IDLE DECAL NC

.XL TRIM

65Z AFT AXLE TANK NC

572 .AIR CONDITIONER NC

67D XTR HVY DTY ALT NC

.AM/FM STER/CLK

99T 6.7L V8 DIESEL 7965

TOTAL BASE AND OPTIONS 46225

44W 6-SPEED AUTO 190

TOTAL 46225

TFB .225 BSW AS 19.5

THIS IS NOT AN INVOICE

X4N 4.10 LTD SLIP 360

* MORE ORDER INFO NEXT PAGE *

18000# GVWR PKG

90L PWR EQUIP GROUP 895

F8=Next

CNGP530

VEHICLE ORDER CONFIRMATION

09/25/13 17:03:05

=>

Dealer: F21617

2014 F-SERIES SD

Page: 2 of 2

Order No: 0001 Priority: L1 Ord FIN: QH495 Order Type: 5B Price Level: 415

Ord PEP: 660A Cust/Flt Name: WATAUGA CTY PO Number:

RETAIL

RETAIL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 995

TOTAL BASE AND OPTIONS 46225

TOTAL 46225

THIS IS NOT AN INVOICE

*Bid Price
\$ 35,136.⁰⁰*

*Ashe County Ford
Mike Little
336-246-7183*

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

TO: NONA LAWRENCE
COMPANY: WATAUGA COUNTY MAINTENANCE
FAX PHONE:

FROM: JOHN
COMPANY:
VOICE PHONE:
FAX PHONE:

SENT ON: Wed Sep 25 17:24:21 2013

NUMBER OF PAGES (INCLUDING COVER): 2

COMMENTS:

YOUR STATEMENT FOLLOWS. PLEASE CALL 828-264-5000
WITH ANY QUESTIONS. THANK YOU FOR CHOOSING US.

PLEASE CALL NUMBER ABOVE IF FAX TRANSMISSION IS INCOMPLETE.

Robert.Marsh

From: Spencer Wood [srwood@piedmonttruckcenter.com]
Sent: Wednesday, September 25, 2013 10:03 AM
To: Robert.Marsh
Subject: RE: State Contract Item 56 F550 dump
Attachments: WATAUGACOUNTY2013Item57F5Gdiesel165wb.xls

Attached is the revision you requested. Please let me know if you need anything else. Thanks again!

SPENCER WOOD, Government / Fleet Manager



Piedmont Truck Center, Inc.
 412 South Regional Road
 Greensboro, NC 27409
 800.632.0218BP 336.668.2494FAX 336.688.2239CELL

From: Robert.Marsh [mailto:Robert.Marsh@watgov.org]
Sent: Wednesday, September 25, 2013 9:26 AM
To: Spencer Wood
Subject: RE: State Contract Item 56 F550 dump

Good Morning Spencer,

I received money in the Maintenance Budget this year to purchase a dump truck. Will you please revise your quote to include the F-550 with a diesel engine. I believe it is item #57 on the State Contract. Please send me your quote for the truck without the dump bed.

Thank you,

Robert Marsh

From: Spencer Wood [mailto:srwood@piedmonttruckcenter.com]
Sent: Friday, April 19, 2013 1:01 PM
To: Robert.Marsh
Subject: State Contract Item 56 F550 dump

Attached is the quote we discussed for the F550 dump unit. This chassis is on the ground and the body upfit would take about 2-3 weeks. If we were to order a F550 gas engine (V10) chassis right now, the ETA would be August. This is due to order cut-off date of the V10 gas engine for the 2013 year model.

SPENCER WOOD, Government / Fleet Manager



Piedmont Truck Center, Inc.
 412 South Regional Road
 Greensboro, NC 27409
 800.632.0218BP 336.668.2494FAX 336.688.2239CELL

2013 NORTH CAROLINA TERM CONTRACT 070G TRUCKS, VANS, SUV'S
 OPTIONS LIST ITEM 57 NCDOT F550 CAB CHASSIS-DIESEL
 BID NO. 201201291

OPTION LIST

ITEM 57 NCDOT-2014 FORD F550 DIESEL REGULAR CAB 4X2 XL

SERIES/OPTION PRICE

STANDARD ITEMS: 18,000LB GVWR, COLOR: NCDOT YELLOW, 6.7L V18 POWERSTROKE DIESEL ENGINE, AUTO TRANSMISSION, 4.88 LIMITED SLIP REAR AXLE, TRAILER BRAKE CONTROLLER, (2) FRONT TOW HOOKS, 19.5" ALL SEASON TIRES WITH SPARE TIRE & WHEEL, JACK, UPFITTER SWITCHES, CRUISE CONTROL, TILT WHEEL, 40 GALLON FUEL TANK, AM/FM RADIO, TRAILER TOW MIRRORS, 141"WB, 60"CA, 40/20/40 VINYL SEATS, DAYTIME RUNNING LIGHTS

F5G-660A \$35,200.00

CAB CONFIGURATION

84"CA

84CA \$1,165.00 *-omit*

TIRES

LT225/70Rx19.5G BSW TRACTION (4) ALL SEASON (2)
 DELETE SPARE TIRE/WHEEL

THB \$179.00 *-omit*
 512 (\$200.00)

OTHER OPTIONS

SNOW PLOW PACKAGE
 TRANSMISSION PTO PROVISION
 XL VALUE PACKAGE-INCLUDES AM/FM/CD, CRUISE, CHROME BUMPER
 PAYLOAD UPGRADE PACKAGE-19,500LBS

473 \$80.00
 62R \$264.00
 96V \$560.00
 68M \$1,086.00 } *omit*

COLOR OPTIONS-NO CHARGE

OXFORD WHITE

Z1

Total for chassis & options

9.25.13 ~~\$38,334.00~~

~~\$36,344~~
 35,179
 35,000

Lift Bodies, Inc.
 PO Box 1321
 North Wilkesboro, NC 28659
 336-667-2588

QUOTATION

DATE QUOTATION ...
 4/17/2013 1457

NAME / ADDRESS

Watauga County Maint.
 969 West King Street
 Boone, NC 28607
 Attn: Robert Marsh
 828-264-1430

TERMS	FOB	PROJECT	DELIVERY
Due on receipt	N. Wilkesboro		

DESCRIPTION	QTY	TOTAL
9' Godwin 184U body installed on chassis 18" Fold down sides - 24" cab protector 624DM-EMDA electric over hydraulic hoist Manual Aero Model 20 Tarp System	1	7,480.00
11' Godwin 184U body installed on chassis 18" Fold down sides - 24" cab protector GS615HD-EMDA electric over hydraulic hoist Manual Aero Model 20 Tarp System	1	8,436.00

Options:

- PTO on automatic ADD \$1700.00
- Receiver hitch ADD \$300.00 ✓
- 18x18x36 steel tool box ADD \$345.00
- 18x18x36 aluminum tool box ADD \$435.00 ✓

300.00
 435.00

 8,215
 0.00

Godwin Bodies Powder coated black
 Plus Sales Tax
 7% Sales Tax

Quote valid for 30 days.

SIGNATURE _____

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AGENDA ITEM 8:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

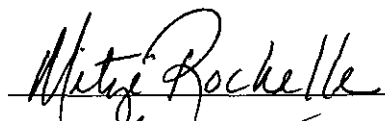
The report is for information only; therefore, no action is required.

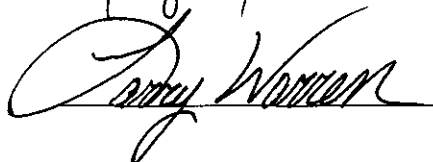
Monthly Collections Report**Watauga County**

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

Monthly Report September 2013

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County					
Taxes 2013	4,225,100.45	15.55%	4,479,857.13	16.34%	17.77%
Prior Year Taxes	41,710.12		204,881.81		
Land Fill Fees	268,153.15	14.00%	285,457.44	14.28%	16.36%
Green Box Fees	74,920.87	14.31%	79,884.40	14.61%	16.87%
Total County Funds	\$4,609,884.59		\$5,050,080.78		
Fire Districts					
Foscoe Fire	85,382.45	18.66%	89,882.40	19.24%	21.84%
Boone Fire	104,076.50	14.24%	116,709.67	15.23%	17.68%
Beaver Dam Fire	13,992.32	12.79%	15,656.98	13.62%	14.55%
Stewart Simmons Fire	19,207.39	12.97%	20,362.87	13.38%	15.27%
Zionville Fire	15,976.80	14.92%	18,054.69	16.13%	16.36%
Cove Creek Fire	34,808.58	15.63%	39,207.97	16.66%	15.57%
Shawneehaw Fire	13,049.74	14.30%	14,890.19	15.56%	21.28%
Meat Camp Fire	28,355.24	14.24%	32,788.90	15.57%	15.87%
Deep Gap Fire	20,877.95	11.81%	24,586.16	13.09%	16.06%
Todd Fire	8,370.40	13.46%	9,565.39	14.97%	14.67%
Blowing Rock Fire	84,556.60	18.10%	92,261.72	18.63%	20.14%
M.C. Creston Fire	782.35	13.49%	899.12	13.81%	21.65%
Foscoe Service District	12,162.75	16.98%	12,585.45	17.26%	15.14%
Beech Mtn. Service Dist.	49.15	2.46%	49.15	2.46%	13.49%
Cove Creek Service Dist.	91.20	30.29%	91.20	30.29%	3.97%
Shawneehaw Service Dist	1,374.00	25.51%	1,397.37	25.52%	26.26%
Total Fire Districts	\$443,113.42		\$488,989.23		
Towns					
Boone	727,134.72	14.20%	813,138.95	14.76%	14.26%
Municipal Services	9,898.19	8.63%	10,117.58	8.78%	13.59%
Boone MV Fee	2,360.84	35.23%	5,665.56	54.83%	53.61%
Blowing Rock	4,338.70	31.69%	13,295.40	58.80%	65.10%
Beech	4,885.74	33.62%	11,527.72	50.44%	52.92%
Seven Devils	1,124.82	28.04%	3,190.18	53.53%	46.39%
Total Town Taxes	\$749,743.01		\$856,935.39		
Total Amount Collected	\$5,802,741.02		\$6,396,005.40		

 Mitzie Rochelle Tax Collections Director

 Amy Warren Tax Administrator

AGENDA ITEM 8:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Warren will present the Refunds and Releases Report.

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

09/30/2013 18:19
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1644545 117 ANDREA LANE LLC 2226 VERNON DR CHARLOTTE, NC 28211	RE 2013 2817-55-6838-000 TAX RELEASES HOUSE WAS NOT COMPLETE 1-1-2009	1000021	09/30/2013 C03	3916	372,850 SWF G01	62.00 1,167.02 <hr/> 1,229.02
1734176 179 WOODBINE WAY, LLC 4108 POMFRET LN CHARLOTTE, NC 28211-3734	RE 2013 2817-35-5819-000 TAX RELEASES INCORRECTLY TRANSFERRED	15	09/30/2013 C03	3884	0 G01 SWF	912.08 62.00 <hr/> 974.08
1523138 ADAMS, MARY LUTHER ADAMS, THOMAS PAUL 334 THE MEADOWS P O BOX 3488 BOONE, NC 28607	MV 2013 VVM8549 TAX RELEASES PLT TURN-IN	11109	09/30/2013 F02	3859	5,050 F02 G01	2.53 15.81 <hr/> 18.34
1001742 ADAMS, ROBERT ALLEN PO BOX 83 VILAS, NC 28692-0083	PP 2013 1742999 TAX RELEASES BT SOLD IN ESTATE IN 2011	38	09/30/2013 F07	3913	0 G01 F07 G01L F07L	2.50 .40 .25 .04 <hr/> 3.19
1735268 ALDEN, KATHERINE LOUISE LEITZEL, JASMINE APRIL 120 KETTLE RUN LN SPRING MILLS, PA 16875-8421	RE 2013 2839-61-8449-006 TAX RELEASES INCORRECT TRANSFER	472	09/30/2013 F02	3856	0 F02 G01 GB SWF	51.75 323.96 25.00 62.00 <hr/> 462.71
1575655 ALDRIDGE, HUGH GENE ALDRIDGE, LINDA CAROLYN 233 SAWMILLERS WAY ROAD BANNER ELK, NC 28604	MV 2013 RTR2037 TAX RELEASES INCORRECT TAX VALUE Reversal of release	3576	09/30/2013 F01	3817	-4,170 F01 G01	-2.09 -13.05 <hr/> -15.14
1575655 ALDRIDGE, HUGH GENE ALDRIDGE, LINDA CAROLYN 233 SAWMILLERS WAY ROAD BANNER ELK, NC 28604	MV 2013 RTR2037 TAX RELEASES INCORRECT TAX VALUE - HIGH MAILEAGE	3576	09/30/2013 F01	3818	5,170 F01 G01	2.59 16.18 <hr/> 18.77
1575655 ALDRIDGE, HUGH GENE ALDRIDGE, LINDA CAROLYN 233 SAWMILLERS WAY ROAD BANNER ELK, NC 28604	MV 2013 RTR2037 TAX RELEASES INCORRECT TAX VALUE	3576	09/30/2013 F01	3815	4,170 F01 G01	2.09 13.05 <hr/> 15.14

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 2
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1530956 ALDRIDGE, JAMIE BURKETT 10036 NC HWY 105 S BANNER ELK, NC 28604	MV 2013	11132	09/30/2013			0	F08	3.60
	XNT5768			F01			G01	22.54
	TAX RELEASES INCORRECT FIRE DISTRICT				3803			26.14
1588925 ALEX HOLDEN DESIGNS INC PO BOX 2288 BLOWING ROCK, NC 28605	MV 2012	26273	09/30/2013			4,100	F12	2.05
	RNM5056			F12			G01	12.83
	REFUND RELEASE PLT TURN-IN / SOLD				3844			14.88
1743763 ALLEN, JAMES LATHAN 185 SORRENTO KNOWLES DR BLOWING ROCK, NC 28605	MV 2013	11138	09/30/2013			20,610	F02	10.31
	ZRX4680			F02			G01	64.51
	TAX RELEASES INCORRECT TAX VALUE				3804			74.82
1743763 ALLEN, JAMES LATHAN 185 SORRENTO KNOWLES DR BLOWING ROCK, NC 28605	MV 2013	11138	09/30/2013			-20,610	F02	-10.31
	ZRX4680			F02			G01	-64.51
	TAX RELEASES INCORRECT TAX VALUE Reversal of release				3805			-74.82
1743763 ALLEN, JAMES LATHAN 185 SORRENTO KNOWLES DR BLOWING ROCK, NC 28605	MV 2013	11138	09/30/2013			2,610	F02	1.31
	ZRX4680			F02			G01	8.17
	TAX RELEASES INCORRECT TAX VALUE				3806			9.48
1729022 ANDERSON, RANDALL WILLIAM ANDERSON, BRENDA COLLENE 308 SORRENTO KNOLLS DR BLOWING ROCK, NC 28605-9472	MV 2012	26293	09/30/2013			1,970	F02	.99
	DR2488			F02			G01	6.17
	REFUND RELEASE SOLD VEHICLE TURN IN TAG				3935			7.16
1589390 ANDREWS, JOHN VAN NESS 950 CHEROKEE RD CHARLOTTE, NC 28207	MV 2013	3595	09/30/2013			4,033	F01	2.27
	VTL1695			F01			G01	14.21
	TAX RELEASES PLATE TURNED IN JULY 22, 2013				3967			16.48
1616106 ARNETTE, LINDA 136 HEMLOCK BANNER ELK, NC 28604	MV 2013	14952	09/30/2013			0	C03	14.08
	AEW8903			F01			G01	15.74
	TAX RELEASES INCORRECT SITUS / WILL RE-BILL				3984			29.82
1733042 BARRICK, EVAB O. 125 GRANDFATHER VISTA #2 BOONE, N 28607	MV 2012	14830	09/30/2013			0	F02	1.98
	BCE6280			F02			G01	15.49
	REFUND RELEASE DUPLICATE BILL				3880			17.47

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1545162 BERLIN, TIMOTHY DAVID 5350 HWY 194 BOONE, NC 28607	MV 2012	35443	09/30/2013			1,300	F09	.65
	WPH8814			F09			G01	4.07
	REFUND RELEASE TURN IN TAG				3931			4.72
1636400 BERRY, CHRISTOPHER BRENT QUALITY ELECTRIC PO BOX 2488 BANNER ELK, NC 28604	MV 2013	190	09/30/2013			0	C05	144.13
	VRZ8886			C05			G01	70.49
	TAX RELEASES OUT OF COUNTY				3903			214.62
1509989 BERRYMAN, RICHARD LEE AND MILDRED 279 OAK RIDGE DR BOONE, NC 286077010	MV 2013	15097	09/30/2013			417	F12	.23
	34466			F12			G01	1.44
	TAX RELEASES PLATE TURNED IN AUG 20, 2013				3958			1.67
1701783 BLUE RIDGE CONSERVANCY PO BOX 568 BOONE, NC 28607	RE 2013	3684	09/30/2013			0	F08	30.10
	1879-14-4488-000			F08			G01	188.43
	TAX RELEASES EXEMPT PROPERTY				3902			218.53
1724853 BLUE RIDGE PRESERVATION INC 12 MURPHY DR NASHUA, NH 03062	RE 2013	3776	09/30/2013			0	F02	51.75
	2839-61-9655-006			F02			G01	323.96
	TAX RELEASES				3857		GB	25.00
	SHOULD HAVE BEEN TRANSFERRED TO 1735268						SWF	62.00
								462.71
1517533 BOONE FLORIST 740 W KING ST BOONE, NC 28607	PP 2012	429	09/30/2013			0	G01	24.79
	517533999			C02			C02	29.30
	TAX RELEASES				3925		G01L	2.48
	OUT OF BUSINESS						C02L	2.93
								59.50
1517533 BOONE FLORIST 740 W KING ST BOONE, NC 28607	PP 2013	441	09/30/2013			0	G01	24.79
	517533999			C02			C02	29.30
	TAX RELEASES				3926		G01L	2.48
	OUT OF BUSINESS						C02L	2.93
								59.50
1514251 BRADLEY, JAMES H. & DAWN C. 248 CLYDE CORNETT RD VILAS, NC 28692-9583	MV 2013	11372	09/30/2013			3,355	F04	1.68
	BMP8634			F04			G01	10.50
	TAX RELEASES PLT TURN IN				3981			12.18

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1736997 BROWN, TED STEVEN PO BOX 94 ELKIN, NC 28621-0094	MV 2012	38736	09/30/2013			3,370	C02	12.47
	2212ES			C02			G01	10.55
	REFUND RELEASE TURN IN TAG				3816			23.02
1599724 BUCHANAN, JAMES DENNIS 455 SCENIC DR VILAS, NC 28692	MV 2013	3895	09/30/2013			11,188	FS1	5.59
	PZZ5277			FS1			G01	35.02
	REFUND RELEASE PLT TURN-IN / SOLD				3946			40.61
1743608 BUMGARNER, BRIAN 414 TWEETSIE TRAIL BANNER ELK, NC 28604	PP 2013	583	09/30/2013			0	F04	.15
	1100			F04			G01	.94
	TAX RELEASES				3883		F04L	.02
	IN WRONG FIRE DISTRICT						G01L	.09
								1.20
1623786 CARMODY, MEGAN MARIE 143 SUNNYSIDE DR BOONE, NC 286074739	MV 2012	7417	09/30/2013			18,030	C02	66.71
	XXM3057			C02			G01	56.43
	TAX RELEASES SOLD VEHICLE				3823			123.14
1024926 CARROLL, JERRY WAYNE AND SYBIL 231 ROCKY MTN RD BOONE, NC 28607	PP 2013	696	09/30/2013			0	SWF	62.00
	24926999			F02			GB	25.00
	TAX RELEASES				3907		G01	26.32
	MH SOLD WITH REAL ESTATE IN 2012						F02	4.21
								117.53
1730339 CAULDER, JERRY HERMAN 235 MEADOW HILL DR #501 BOONE, NC 28607-3972	MV 2012	445	09/30/2013			1,049	C02	3.88
	AKN9848			C02			G01	3.28
	TAX RELEASES PLT TURN-IN				3849			7.16
1730339 CAULDER, JERRY HERMAN 235 MEADOW HILL DR #501 BOONE, NC 28607-3972	MV 2012	11338	09/30/2013			5,375	C02	4.77
	BCE6152			C02			G01	4.04
	TAX RELEASES PLT TURN-IN				3850			8.81
1626775 CHANON, JOHN LEAR 1527 STANFORD PL CHARLOTTE, NC 282072411	MV 2013	7674	09/30/2013			19,108	F02	9.55
	NPK3735			F02			G01	59.81
	TAX RELEASES PLATE TURN-IN				3915			69.36
1620899 CHAPMAN, ALEXANDER M CHAPMAN, HEATHER P 105 N PINNACLE RIDGE RD APT 4 BEECH MOUNTAIN, NC 28604-8399	PP 2013	755	09/30/2013			0	G01	20.69
	241			C05				
	TAX RELEASES NO RENTAL UNIT				3836			

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1027770 CHURCH, CHARLES A CHURCH, BETTY S PO BOX 623 VALLE CRUCIS, NC 28691	RE 2013	8031	09/30/2013			130,800	F07	65.40
	1971-71-7116-000			F07			G01	409.40
	TAX RELEASES FAILED TO RECEIVE PUV				3886			474.80
1027770 CHURCH, CHARLES A CHURCH, BETTY S PO BOX 623 VALLE CRUCIS, NC 28691	RE 2013	8033	09/30/2013			32,300	F07	16.15
	1971-80-4989-000			F07			G01	101.10
	TAX RELEASES FAILED TO RECEIVE PUV				3887			117.25
1579875 CIT TECHNOLOGY FINANCING ERNST AND YOUNG LLP PO BOX 52347 ATLANTA, GA 30355	PP 2013	801	09/30/2013			40	G01	.13
	579875999			C02				
	TAX RELEASES INCORRECT DEPRECIATION SCHEDULE				3974			
1557573 COLBERT, JANICE ROBERTS 251 COLBERT RD SUGAR GROVE, NC 28679	MV 2013	4096	09/30/2013			2,495	F07	1.25
	PWB6407			F07			G01	7.81
	TAX RELEASES TURN IN TAG				3911			9.06
1603864 COLLINS, MATTHEW 8562 NC HIGHWAY 105 S UNIT 101 BOONE, NC 28607-7879	RE 2013	9063	09/30/2013			0	F10	82.75
	2941-37-1256-000			F10			G01	518.02
	TAX RELEASES				3847		GB	50.00
	INCORRECT TRANSFER TO WRONG ACCT						SWF	124.00
								774.77
1733034 CONDRON, SEAN P. 595 SHAWNEE RD BANNER ELK NC, 28	MV 2012	15286	09/30/2013			0	F08	3.41
	BCM4521			F08			G01	21.35
	TAX RELEASES DUPLICATE 2012 BILL				3947			24.76
1347848 COOK, MARK A 188 TRAILRIDGE DR BOONE, NC 286075140	MV 2013	15527	09/30/2013			5,197	F02	2.60
	BMK6656			F02			G01	16.27
	TAX RELEASES SOLD PLT TURN-IN				3950			18.87
1616048 CRUMPLER, GEORGE R JR 109 OAK RIDGE DR BOONE, NC 28607	MV 2013	15619	09/30/2013			0	F12	3.23
	AEW8800			F12			G01	20.22
	TAX RELEASES TURN IN TAG				3939			23.45
1556414 DARCY, CYNTHIA SUE 674 MARKET HILLS DR BOONE, NC 28607	MV 2013	15652	09/30/2013			9,590	C02	35.48
	YYV1647			C02			G01	30.02
	TAX RELEASES TURN IN TAG				3968			65.50

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

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tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1642723 DAVID, FRANK BETHEA V 231 W KING ST APT A BOONE, NC 286073517	MV 2013 DZ3338 TAX RELEASES DUPLICATE PLTS	4237	09/30/2013	C02	3955	0	C02 CF2 G01	6.55 5.00 5.54 <hr/> 17.09
1578718 DOLBIER, TERRILL ANTHONY DOLBIER, TERRELL POHLE PO BOX 3439 BOONE, NC 286070739	MV 2012 WYP1338 REFUND RELEASE TURN IN TAG	19508	09/30/2013	F10	3891	1,980	F10 G01	.99 6.20 <hr/> 7.19
1550208 DUCKWORTH, DANIEL MITCHELL 421 SEVEN DEVILS RD BANNER ELK, NC 286049151	MV 2013 7092AT TAX RELEASES PLT TURN-IN / SOLD	15766	09/30/2013	F01	3985	5,933	F01 G01	2.97 18.57 <hr/> 21.54
1723987 EDMISTEN, HARRIETT HARDIN 171 JOHN T DR SUGAR GROVE, NC 28679	RE 2012 1972-52-6902-000 REFUND RELEASE FAILED TO RECEIVE DV EXEMPTION	16168	09/30/2013	F07	3819	45,000	F07 G01	22.50 140.85 <hr/> 163.35
1730935 ERIKA JORDAN AND ASSOCIATES INC PO BOX 768 BLOWING ROCK, NC 28605	PP 2013 404 TAX RELEASES MOVED OUT OF WATAUGA CTY	1244	09/30/2013	C03	3858	0	G01	2.72
1728461 ESKIND, TERRY DEWAYNE PO BOX 2600 BLOWING ROCK, NC 28605	MV 2013 3Y1440 TAX RELEASES PLT TURN-IN	15852	09/30/2013	C03	3995	10,000	C03 G01	28.00 31.30 <hr/> 59.30
1628461 EVANS, TIMOTHY JAMES EVANS, MICHELLE GABRELLE 1520 BAMBOO RD BOONE, NC 286076719	MV 2013 TB91401 TAX RELEASES TEMP PLT DOUBLE BILL	8117	09/30/2013	F02	3807	0	F02 G01	3.91 24.48 <hr/> 28.39
1624360 FIDELITY NATIONAL CAPITAL, INC. 11100 WAYZATA BLVD STE 800 MINNETONKA, MN 55305	PP 2013 624360999 TAX RELEASES NO PROPERTY IN WATAUGA CTY	1294	09/30/2013	C02	3876	0	G01 C02	5.63 6.66 <hr/> 12.29
1543089 FORD, LOWE LIFE ESTATE FORD, FAYE LIFE ESTATE 1304 FORD RD BOONE, NC 28607	MV 2013 RTR3680 TAX RELEASES PLT TURN-IN / SOLD	12098	09/30/2013	F12	3930	2,160	F12 G01	1.08 6.76 <hr/> 7.84

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Larry.Warren

WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 7
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1593027 FOWLER, IAN NEWLIN 217 RIVERBANK COVE BOONE, NC 286076302	MV 2013	955	09/30/2013			0	F02	11.52
	BEF3675			F02			G01	72.12
	TAX RELEASES EXEMPT 100% MILITARY				3932			83.64
34898 FRANCEY, REBECCA ANN 4687 NC HWY 194 S BANNER ELK, NC 28604-8668	MV 2013	12115	09/30/2013			9,407	F08	4.70
	EE4443			F08			G01	29.44
	TAX RELEASES TURN IN TAG				3951			34.14
1640858 GALICIA, SOCORRO C/O GALICIA, SAMUEL 416 BETTY'S CIRCLE BOONE, NC 28607	PP 2013	1420	09/30/2013			0	SWF	62.00
	640858999			F11			GB	25.00
	TAX RELEASES				3863		G01	3.35
	MH TORN DOWN IN 2012						F11	.75
							G01L	.34
							F11L	.08
								91.52
1729554 GALICIA, SOCORRO 310 BETTYS CIRCLE BOONE, NC	PP 2011	1000096	09/30/2013			1,200	F02	.48
	311			F02			G01	3.76
	TAX RELEASES				3864		LF	62.00
	BILLED INCORRECTLY SHOULD HAVE BEEN 1 MH						GB	25.00
								91.24
1729554 GALICIA, SOCORRO 310 BETTYS CIRCLE BOONE, NC	PP 2012	1388	09/30/2013			1,130	F02	.57
	311			F02			G01	3.54
	TAX RELEASES				3865		LF	62.00
	BILLED INCORRECTLY SHOULD BE ONLY 1 MH						GB	25.00
								91.11
1729554 GALICIA, SOCORRO 310 BETTYS CIRCLE BOONE, NC	PP 2013	1419	09/30/2013			1,130	F02	.57
	311			F02			G01	3.54
	TAX RELEASES				3866		SWF	62.00
	BILLED INCORRECTLY ONLY 1 MH						GB	25.00
								91.11
1521259 GENERAL ELECTRIC CAPITAL CORP PO BOX 3649 DANBURY, CT 06813	PP 2013	1456	09/30/2013			0	C02	3.26
	521259998			F02			G01	2.75
	TAX RELEASES				3941		MS1	1.85
	DID NOT RECEIVE DISPOSAL ASSETS FORM						MS1	1.85

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1634137 GENERAL ELECTRIC CAPITAL CORP PO BOX 3649 PROPERTY TAX COMPLIANCE DANBURY, CT 06813	PP 2013	1457	09/30/2013			0	G01	554.92
	634137998			C02			C02	655.97
	TAX RELEASES				3942			
	DID NOT RECEIVE ORIGINAL DISPOSAL ASSET							1,210.89
1550814 GENERAL ELECTRIC CREDIT CORP PO BOX 3649 DANBURY, CT 06813	PP 2013	1459	09/30/2013			0	G01	3.00
	550814998			F02			F02	.48
	TAX RELEASES				3953			
	EQUIPMENT NO LONGER IN WATAUGA CTY							3.48
1519896 GOODLAKE, BEULAH (LIFE ESTATE) 216 WILL T BAIRD RD SUGAR GROVE, NC 28679-9253	PP 2013	1505	09/30/2013			0	G01	3.13
	165966400			F07			F07	.50
	TAX RELEASES				3834		GB	25.00
	MH TORN DOWN SUMMER 2012 OWNER DECEASED						SWF	62.00
								90.63
1743692 GRAGG, LUCILLE SPARKS 236 LYNDALDE DR BLOWING ROCK, NC 28605-9688	MV 2013	12222	09/30/2013			0	F12	1.62
	WWX1799			F12			G01	10.11
	TAX RELEASES				3845			
	OUT OF COUNTY - AVERY							11.73
1743705 GREENE, JOE DALLAS 319 SHANNON CT DEEP GAP, NC 28618-9134	MV 2013	12262	09/30/2013			0	F10	7.96
	WVH6931			F10			G01	49.83
	TAX RELEASES				3833			
	OUT OF COUNTY - WILKES							57.79
1611485 GREENE, JOHNNY P JR FERLAZZO, MARIANNE 1340 HATTIE HILL RD VILAS, NC 28692	MV 2013	12264	09/30/2013			11,270	F04	5.64
	0361FF			F04			G01	35.28
	TAX RELEASES				3835			
	TURN IN TAG							40.92
1062082 GREENE, VIRGINIA DARE 5517 PEORIA RD VILAS, NC 28692-9423	RE 2013	17070	09/30/2013			147,300	F04	73.65
	1954-13-6441-000			F04			G01	461.05
	TAX RELEASES				3936			
	FAILED TO RECEIVE PUV							534.70
1604889 GROSSO, JOSEPH PETER JR GROSSO, LORRAINE STERN 283 THE MEADOWS BOONE, NC 28607	MV 2012	27489	09/30/2013			16	F02	.01
	SYC5400			F02			G01	.05
	REFUND RELEASE				3919			
	PLT TURN-IN							.06
1604889 GROSSO, JOSEPH PETER JR GROSSO, LORRAINE STERN 283 THE MEADOWS BOONE, NC 28607	MV 2012	27489	09/30/2013			-16	F02	-.01
	SYC5400			F02			G01	-.05
	REFUND RELEASE				3920			
	PLT TURN-IN							-.06
								Reversal of release 3919

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1604889 GROSSO, JOSEPH PETER JR GROSSO, LORRAINE STERN 283 THE MEADOWS BOONE, NC 28607	MV 2012	27489	09/30/2013			1,695	F02	.85
	SYC5400			F02			G01	5.31
	REFUND RELEASE PLT TURN-IN SOLD				3921			6.16
1597672 HAGELSTON VENTURES LLC DBA SEARS OF BOONE C/O JIM HAGELSTON 1180 BLOWING ROCK RD E6 BOONE, NC 28607	PP 2013	1651	09/30/2013			0	G01	192.71
	597672999			C02			C02	227.81
	TAX RELEASES SOLD BUSINESS IN 2012				3928			420.52
1558484 HAMBY, RONNIE GREGG 240 WILBURN ROMINGER RD VILAS, NC 286929915	MV 2013	12379	09/30/2013			2,430	F04	1.22
	BM92767			F04			G01	7.61
	TAX RELEASES INCORRECT TAX VALUE - PD 500.00				3862			8.83
1588398 HAMPTON, GREGORY HAROLD PO BOX 1849 BLOWING ROCK, NC 286051849	MV 2013	16227	09/30/2013			11,999	F02	6.00
	ADK5237			F02			G01	37.56
	TAX RELEASES PLT TURN-IN - SOLD				3959			43.56
1732857 HARDEN, GARY LEE 152 LAKEMONT DR SHELBY, NC 28150-8326	MV 2013	16241	09/30/2013			5,020	F02	2.51
	TWA9462			F02			G01	15.71
	TAX RELEASES TURN IN TAG				3993			18.22
1567161 HARMAN, MACK LEE 169 WATSON ST BOONE, NC 286079117	MV 2013	12406	09/30/2013			450	C02	1.67
	BMK6545			C02			G01	1.41
	TAX RELEASES INCORRECT VALUE				3991			3.08
1561802 HAYHURST, LESLIE SHEPPARD HARDIN, YVONNE 225 UPPER GROUSE RIDGE RD BANNER ELK, NC 28604	MV 2013	12482	09/30/2013			2,197	C05	4.69
	BCE4342			C05			G01	2.29
	REFUND RELEASE plt turn-in sold				3963			6.98
1561802 HAYHURST, LESLIE SHEPPARD HARDIN, YVONNE 225 UPPER GROUSE RIDGE RD BANNER ELK, NC 28604	MV 2013	12482	09/30/2013			2,197	C05	14.06
	BCE4342			C05			G01	6.88
	REFUND RELEASE PLT TURN-IN / SOLD				3929			20.94
1159235 HEARTHSTONE ENTERPRISES INC CHARLESTON FORGE PO BOX 1160 BOONE, NC 28607	PP 2013	1768	09/30/2013			233,950	G01	732.26
	159235999			C02			C02	865.62
	TAX RELEASES BILLED INCORECTLY				3917			1,597.88

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1590801 HERITAGE OPERATING LP PO BOX 3048 BOONE, NC 286073048	MV 2013	12535	09/30/2013			1,333	F01	.67
	TZS7870			F01			G01	4.17
	TAX RELEASES PLT TURN-IN				3855			4.84
1562888 HIGH COUNTRY CONSERVANCY INC PO BOX 568 BOONE, NC 28607-0568	RE 2013	20154	09/30/2013			0	F01	60.90
	1878-76-9855-000			F01			G01	381.23
	TAX RELEASES EXEMPT PROPERTY				3904			442.13
1562888 HIGH COUNTRY CONSERVANCY INC PO BOX 568 BOONE, NC 28607-0568	RE 2013	20155	09/30/2013			0	F02	110.35
	2901-73-9098-000			F02			G01	690.79
	TAX RELEASES EXEMPT PROPERTY				3905			801.14
1562888 HIGH COUNTRY CONSERVANCY INC PO BOX 568 BOONE, NC 28607-0568	RE 2013	20156	09/30/2013			0	FX9	35.70
	2916-12-9629-000			FX9			G01	223.48
	TAX RELEASES EXEMPT PROPERTY				3906			259.18
1607666 HIGHLAND NEWSTAND C/O ELIZABETH HENDLEY 236 HARRISON LN BOONE, NC 28607-7431	PP 2011	3008	09/30/2013			0	G01	25.26
	607666999			C02			C02	29.86
	TAX RELEASES				3894		G01L	2.53
	OUT OF BUSINESS						C02L	2.99
								60.64
1607666 HIGHLAND NEWSTAND C/O ELIZABETH HENDLEY 236 HARRISON LN BOONE, NC 28607-7431	PP 2012	1841	09/30/2013			0	G01	23.41
	607666999			C02			C02	27.68
	TAX RELEASES				3895		G01L	2.34
	OUT OF BUSINESS						C02L	2.77
								56.20
1607666 HIGHLAND NEWSTAND C/O ELIZABETH HENDLEY 236 HARRISON LN BOONE, NC 28607-7431	PP 2013	1877	09/30/2013			0	G01	23.41
	607666999			C02			C02	27.68
	TAX RELEASES				3896		G01L	2.34
	OUT OF BUSINESS						C02L	2.77
								56.20
1731244 HOAG-ARMSTRONG, JAN KATHERINE 5311 GUIDA DR GREENSBORO, NC 27410-5205	MV 2013	8704	09/30/2013			2,039	C02	7.54
	VVF4739			C02			G01	6.38
	TAX RELEASES PLT TURN-IN / SOLD				3989			13.92

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1078393 HODGES, B J 786 OLD BRISTOL RD BOONE, NC 28607-7624	RE 2013	20444	09/30/2013			0	GB	25.00
	2901-02-2693-000			F02			SWF	62.00
	TAX RELEASES INCORRECT SW AND GB FEES				3840			87.00
1610241 HODGES, SUSAN MARIE PO BOX 144 BOONE, NC 286070144	MV 2013	12609	09/30/2013			0	F06	10.19
	BCE6620			F06			G01	63.79
	TAX RELEASES INCORRECT TAX VALUE / PLT TURN IN - SOLD				3814			73.98
1575083 HOLDEN, ALEXANDER STALL PO BOX 2288 BLOWING ROCK, NC 286052288	MV 2013	12618	09/30/2013			0	F12	3.58
	ADK4647			F12			G01	22.41
	TAX RELEASES PLT TURNED IN VEHICLE SOLD				3843			25.99
1649580 HOPKINS, KELLY COOK HOPKINS, JEFFREY ALAN 178 BUCKSHOT CIR BOONE, NC 286079295	MV 2013	16490	09/30/2013			6,360	F10	3.18
	BMK6657			F10			G01	19.91
	TAX RELEASES TURN IN TAG				3944			23.09
1648266 HORBURY, NIGEL DUNCAN 510 PREACHER BILLINGS RD BANNER ELK, NC 286048497	MV 2013	1504	09/30/2013			6,447	F01	3.23
	NTF			F01			G01	20.19
	TAX RELEASES PLATE TURNED IN JULY 12, 2013				3961			23.42
1648266 HORBURY, NIGEL DUNCAN 510 PREACHER BILLINGS RD BANNER ELK, NC 286048497	MV 2013	1504	09/30/2013			6,446	F01	3.22
	NTF			F01			G01	20.18
	TAX RELEASES PLT TURN-IN				3956			23.40
1648266 HORBURY, NIGEL DUNCAN 510 PREACHER BILLINGS RD BANNER ELK, NC 286048497	MV 2013	1504	09/30/2013			-6,446	F01	-3.22
	NTF			F01			G01	-20.18
	TAX RELEASES PLT TURN-IN Reversal of release				3957			-23.40
1082940 HOVIS, JOHN SAMUEL 629 GRAND BLVD BOONE, NC 28607-3605	MV 2012	30950	09/30/2013			3,790	C02	14.02
	XNN4188			C02			G01	11.86
	REFUND RELEASE PLT TURN IN				3878			25.88
1573203 HOVIS, LUCILLE SULLINS 629 GRAND BLVD BOONE, NC 286073605	MV 2013	8779	09/30/2013			3,191	C02	11.81
	BMK5913			C02			G01	9.99
	TAX RELEASES PLT TURN-IN SOLD VEHICLE				3879			21.80

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1743616 HULETT, DOUG 317 TIMBERLAND DRIVE SUGAR GROVE, NC 28679	PP 2013 1108 TAX RELEASES BOAT LOCATED IN TN ALL YEAR	1976	09/30/2013	F04	3830	0	F04 G01 F04L G01L	2.50 15.65 .25 1.57 <hr/> 19.97
1606087 J M G ENERGY SOLUTIONS INC P O BOX 510 WEST JEFFERSON, NC 28694	PP 2013 606087999 TAX RELEASES NOW LISTED UNDER GAMBILL OIL	2056	09/30/2013	F07	3861	0	G01 F07 G01L F07L	108.42 17.32 10.84 1.73 <hr/> 138.31
1736599 JACKSON, KARL THOMAS 314 MEADOWVIEW DR APT 904 BOONE, NC 28607-5236	MV 2012 BFD3834 TAX RELEASES MOVED OUT OF STATE	36723	09/30/2013	C02	3945	0	C02 CF2 G01	27.14 5.00 22.96 <hr/> 55.10
1536373 JOHNSON, ADAM BARRETT 186 WESTSIDE DRIVE BOONE, NC 28607	MV 2012 EC4137 REFUND RELEASE PLT TURN-IN	33843	09/30/2013	C02	3813	427	C02 G01	1.58 1.34 <hr/> 2.92
1562332 JOHNSON, BROOKE RONALD JOHNSON, MARTHA HOLCOMBE 515 FOREST HILL DR BOONE, NC 286074429	MV 2013 TTJ4992 TAX RELEASES plt turn-in / sold	8893	09/30/2013	C02	3992	5,133	C02 G01	18.99 16.07 <hr/> 35.06
1734894 JONES, CASEY SUE 280 SUNNY ACRES OVERLOOK BOONE, NC 28607-7923	MV 2013 BML2394 TAX RELEASES	12801	09/30/2013	F02	3938	1,245	F02 G01	.62 3.90 <hr/> 4.52
1642029 JULIA TYSON DDS PA 450 NEW MARKET BLVD STE #2 BOONE, NC 28607	MV 2013 ADK5373 TAX RELEASES SOLD / PLT TURN-IN	16697	09/30/2013	C02	3948	20,900	C02 G01	77.33 65.42 <hr/> 142.75
1229608 KADYK, J MARC AND P SANDRA 643 STATE FARM RD BOONE, NC 28607	MV 2013 D59754 REFUND RELEASE PLT TURN-IN	5242	09/30/2013	C02	3969	200	C02 G01	.74 .63 <hr/> 1.37

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1632820 KAY, ARTHUR KAY, JUNE C 470 APPLE WAY RD BLOWING ROCK, NC 28605-9613	MV 2013	16717	09/30/2013			10,775	F12	5.39
	YNH7025			F12			G01	33.73
	TAX RELEASES				3982			
	PLT TURN-IN - SOLD							39.12
1635982 KAY, ARTHUR KAY, JUNE COLEMAN 470 APPLEWAY RD BLOWING ROCK, NC 28605	MV 2013	12848	09/30/2013			14,294	F12	7.15
	T462SM			F12			G01	44.74
	REFUND RELEASE				3983			
	PLT TURN-IN / SOLD							51.89
1435080 KIRKPATRICK, JOANN 114 NORTH STREET BOONE, NC 286073537	PP 2013	2206	09/30/2013			0	SWF	62.00
	435080999			F02			GB	25.00
	TAX RELEASES				3839		G01	3.94
	MH STORAGE ONLY TO BE ADDED TO REAL						F02	.63
1575564 KONDUROS, SAMUEL J KONDUROS, APHRODITE 204 HIDDEN HILLS DR GREENVILLE, SC 29605-3266	RE 2013	24260	09/30/2013			0	G01	4.70
	1941-40-4565-000			C05				
	TAX RELEASES				3954			
	PROPERTY SHOULD HAVE BEEN TRANS				1735083			
1626972 LAWRENCE, MARY CAMPBELL 991 TATER HILL RD ZIONVILLE, NC 286989263	MV 2012	24542	09/30/2013			0	F06	1.11
	BCE7930			F06			G01	6.92
	REFUND RELEASE				3978			
	PLT TURNED IN SAME MONTH AS REN							8.03
1604171 LEACH, THOMAS S 765 RAINBOW MOUNTAIN RD BOONE, NC 286076834	MV 2013	5365	09/30/2013			10,394	F02	1.98
	3K2610			F02			G01	12.36
	TAX RELEASES				3940			
	LOST OR STOLEN TAG							14.34
1571353 LEAVITT, DONNA SCHADING 245 ARNETT HOLLOW RD VILAS, NC 286929215	MV 2013	12949	09/30/2013			2,511	F01	1.26
	MTL4058			F01			G01	7.86
	REFUND RELEASE				3924			
	PLT TURN-IN SOLD							9.12
1618357 LINDGREN, DANIEL BRUCE 420 NEW RIVER XING BOONE, NC 286078123	MV 2013	12999	09/30/2013			4,019	F09	2.01
	RVJ8971			F09			G01	12.58
	TAX RELEASES				3869			
	PLATE TURNED IN							14.59
1626497 LOFTIN, THOMAS D LOFTIN, CHERYL L 14214 SPYGLEN LANE CYPRESS, TX 77429	PP 2013	2335	09/30/2013			0	G01	55.59
	565			C03				
	TAX RELEASES				3885			
	NOT A RENTAL UNIT							

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1599632 MAC GRAY SERVICES INC ATTN: TAX DEPT 404 WYMAN ST STE 400 WALTHAM, MA 02451	PP 2013	2378	09/30/2013			0 G01	181.20
	599632999			C02		C02	214.19
	TAX RELEASES				3852		
	DOUBLE BILLED						395.39
1737337 MAC-GRAY SERVICES INC 404 WYMAN ST STE 400 ATTN: TAX DEPARTMENT WALTHAM, MA 02451	PP 2013	2379	09/30/2013			0 C02	6.03
	940			C02		G01	5.10
	TAX RELEASES				3848		
	DOUBLE BILLED						11.13
1645032 MANUFACTURERS AND TRADERS TRUST C/O SC&H STATE & LOCAL TAX PO BOX 889 SPARKS, MD 21152	PP 2013	2411	09/30/2013			0 G01	1.31
	645032999			C03			
	TAX RELEASES				3853		
	OUT OF BUSINESS						
1645019 MASIMO AMERICAS INC 40 PARKER IRVINE, CA 92618	PP 2013	2442	09/30/2013			14,460 G01	45.26
	645019999			C02		C02	53.50
	TAX RELEASES				3949		
	REMOVED SOME EQUIPMENT						98.76
1103167 MAST, JACKIE LEE 886 OLD US HIGHWAY 421 SUGAR GROVE, NC 28679	MV 2013	1910	09/30/2013			1,240 F07	.62
	AKN9908			F07		G01	3.88
	TAX RELEASES				3890		
	PLT TURN-IN - SOLD						4.50
1616604 MATHESON, CHAD L 712 BLAIRMONT DR BOONE, NC 28607	MV 2013	9239	09/30/2013			1,035 C02	3.83
	AAF2431			C02		G01	3.24
	REFUND RELEASE				3979		
	PLT TURN-IN						7.07
1648860 MEADE, ALLISON MARIE 243 CLIFFWOOD DR BANNER ELK, NC 286048802	MV 2013	5600	09/30/2013			2,624 F01	1.31
	RWD3628			F01		G01	8.21
	TAX RELEASES				3898		
	PLT TURN-IN VEHICLE SOLD						9.52
1743811 MILLER, JOHN ANDERSON POE, JONATHAN ALAN PO BOX 214 BOONE, NC 28607	MV 2013	13278	09/30/2013			34,497 C02	127.64
	BLT2592			C02		G01	107.98
	TAX RELEASES				3909		
	TURN IN TAG						235.62
1649650 MINNICH, LAURA JEANNE 2832 OLD HIGHWAY 421 S BOONE, NC 286076341	MV 2013	17180	09/30/2013			0 F07	2.83
	BMK6934			F07		G01	17.72
	TAX RELEASES				3952		
	INCORRECT SITUS - WILL REBILL CORRECTLY						20.55

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1598440 MORETZ, SAMUEL A MORETZ, CAROL 2303 BIG HILL RD BOONE, NC 28607	MV 2013	13363	09/30/2013			0	F09	15.04
	BML7878			F09			G01	94.15
	TAX RELEASES				3837			
	TRANDFERRED PLT PD CEALER GOT NEW PLT							109.19
1743769 MORETZ, SELENA CANNON 2305 BIG HILL RD BOONE, NC 28607-8231	MV 2013	13364	09/30/2013			6,310	F09	3.16
	ZSB2731			F09			G01	19.75
	TAX RELEASES				3908			
	VEHICLE VALUE ADJUSTMENT							22.91
1543448 MORRIS, JOHN T MORRIS, JOY R 409 DOGWOOD KNOLL BOONE, NC 28607	RE 2013	30237	09/30/2013			45,000	F10	22.50
	2941-12-2734-000			F10			G01	140.85
	TAX RELEASES				3841			
	FAILED TO RECEIVE DV EXEMPTION							163.35
1610662 MOSTELLER, THERESA LANGDON 642 GREER LN VILAS, NC 286929113	MV 2013	13377	09/30/2013			7,755	F02	3.88
	YTC1501			F02			G01	24.27
	TAX RELEASES				3854			
	TURN IN TAG							28.15
1596001 NAPOLITANO, LYNDA 3900 GALT OCEAN DR FORT LAUDERDALE, FL 33308	PP 2013	2753	09/30/2013			0	G01	19.41
	529			C03			G01L	1.94
	TAX RELEASES				3897			
	SOLD CONDO IN 2012							21.35
1628633 NEUMAN, MARK HERBERT 1040 POPLAR CIR WESTON, FL 333262845	MV 2013	17294	09/30/2013			2,058	C05	13.17
	WWX2232			C05			G01	6.44
	TAX RELEASES				3988			
	PLT TURN-IN							19.61
1628634 NEWELL, AMY ELIZABETH 197 SORRENTO PARK DR BLOWING ROCK, NC 286059412	MV 2013	17297	09/30/2013			7,050	F02	3.53
	WVH9429			F02			G01	22.07
	TAX RELEASES				3966			
	TURN IN TAG							25.60
1504298 NORRIS, EDDIE PAUL AND ELIZABETH C 3709 LUTHER COURT BURLINGTON, NC 27215	MV 2013	13456	09/30/2013			0	F04	13.00
	5604BP			F04			G01	81.38
	TAX RELEASES				3810			
	DUPLICATE AS WELL AS INCORRECT FIRE DIST							94.38
1504298 NORRIS, EDDIE PAUL AND ELIZABETH C 3709 LUTHER COURT BURLINGTON, NC 27215	MV 2013	13457	09/30/2013			0	F04	11.70
	5604BP			F04			G01	73.24
	TAX RELEASES				3811			
	DUPLICATE AS WELL AS INCORRECT FIRE DIST							84.94

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1120088 NORRIS, JAMES DENNY AND CHARLOTTE 190 NORRIS TRAIL BOONE, NC 28607-6191	RE 2013	31325	09/30/2013			349,500	F09	174.75
	2932-50-6459-000			F09			G01	1,093.94
	TAX RELEASES FAILED TO RECEIVE PUV				3882			1,268.69
1546739 O'CONNELL, PAUL VINCENT 120 GRASSY GAP LOOP RD BANNER ELK, NC 28604	MV 2013	5858	09/30/2013			1,271	C05	8.13
	BHA3561			C05			G01	3.98
	TAX RELEASES PLT TURN-IN / SOLD				3937			12.11
1597267 PARENT, LARRY EDWARD 140 MARIAH CIR BANNER ELK, NC 28604	MV 2013	13542	09/30/2013			9,974	C05	63.83
	TTJ8820			C05			G01	31.22
	TAX RELEASES PLT TURN-IN - SOLD				3889			95.05
1624791 PAWLYSZYN, PETER PO BOX 2244 BOONE, NC 286072244	MV 2013	5945	09/30/2013			10,890	F02	5.45
	WPB5542			F02			G01	34.09
	REFUND RELEASE PLT TURN-IN				3987			39.54
1624791 PAWLYSZYN, PETER PO BOX 2244 BOONE, NC 286072244	MV 2013	2385	09/30/2013			7,770	F02	3.89
	ZNR5146			F02			G01	24.32
	REFUND RELEASE SOLD VEHICLE TURN IN TAG				3986			28.21
1731391 POPE, LOGAN HARRISON 1444 RUSH BRANCH RD SUGAR GROVE, NC 28679-9425	MV 2013	9811	09/30/2013			3,993	F04	2.00
	BCE5648			F04			G01	12.50
	TAX RELEASES plt turn-in sold				3927			14.50
1204973 PRESNELL, THOMAS CRAFT AND ANITA 2165 LAUREL CREEK ROAD SUGAR GROVE, NC 28679	PP 2013	3065	09/30/2013			0	G01	3.13
	187870000			FS8			FS8	.50
	TAX RELEASES				3910		GB	25.00
	PROPERTY OWNED BY GARY PRESNELL						SWF	62.00
								90.63
1647985 PRESNELL, TRAVIS KENT 459 ISENHOUR RD ZIONVILLE, NC 286989406	MV 2010	1421360	09/30/2013			0	G01	2.17
	AAE9556			F06			F06	.35
	TAX RELEASES WRONG FIRE DISTRICT WRONG AMT				3899			2.52
1647985 PRESNELL, TRAVIS KENT 459 ISENHOUR RD ZIONVILLE, NC 286989406	MV 2010	1452883	09/30/2013			0	G01	3.43
	ZRX4783			F06			F06	.55
	TAX RELEASES INCORRECT SITUS & AMT				3900			3.98

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RELEASES - 09/30/2013 TO 09/30/2013

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1611309 RAHRER, BRUCE PATRICK RAHRER, ANNE BARKER 1162 OLD EAST RIDGE RD BOONE, NC 28607	MV 2013	17622	09/30/2013			4,900	F10	2.45
	TTJ6414			F10			G01	15.34
	TAX RELEASES TURN IN TAG				3943			17.79
1729220 RALPH F PROFFIT FAMILY TRUST 2240 MEAT CAMP RD BOONE, NC 28607	RE 2013	34932	09/30/2013			31,200	F09	15.60
	2913-36-6708-000			F09			G01	97.66
	TAX RELEASES Adj. to land was left off in error.				3868			113.26
1737716 REDBOX AUTOMATED RETAIL LLC PO BOX 802206 C/O MARVIN F POER AND COMPANY DALLAS, TX 75380	PP 2013	3159	09/30/2013			0	F02	14.38
	969			F02			G01	89.99
	TAX RELEASES BILLED INCORRECTLY				3893			104.37
1562865 REEDER, RONALD T 224 THE PONDS RD BANNER ELK, NC 28604	MV 2013	13770	09/30/2013			890	F01	.45
	XZF3433			F01			G01	2.79
	TAX RELEASES TURN IN TAG				3827			3.24
1560970 RICHARDSON, BETTY 841 NW RED PINE WAY JENSEN BEACH, FL 34957	PP 2013	3212	09/30/2013			0	SWF	62.00
	560970999			F12			GB	25.00
	TAX RELEASES				3867		G01	33.68
	SOLD IN 2012 BILLED UNDER NEW NAME						F12	5.38
							G01L	3.37
						F12L	.54	
								129.97
1542430 ROBINSON, MARILYN L 635 CHESTNUT RD TR BANNER ELK, NC 28604	MV 2012	9796	09/30/2013			1,810	C04	9.23
	AKP1295			C04			G01	5.67
	REFUND RELEASE TURN IN TAG				3965			14.90
1743700 ROSS, THOMAS LEE III PO BOX 253 BLOWING ROCK, NC 28605-0253	MV 2013	13862	09/30/2013			0	F12	6.10
	DL3479			F12			G01	38.15
	TAX RELEASES OUT OF COUNTY - CALDWELL				3822			44.25
1289024 ROWE, EVAN K JR AND JANICE 224 CREST DR BOONE, NC 28607	MV 2013	13865	09/30/2013			7,958	C02	1.11
	RTR3714			C02			G01	.94
	TAX RELEASES PLATE TURNED-IN SOLD VEHICLE				3901			2.05
1734414 RUPP, LARRY DEANE 373 BROOKSIDE DR BOONE, NC 28607	MV 2012	31893	09/30/2013			1,528	C02	5.65
	VYM7175			C02			G01	4.78
	REFUND RELEASE PLT TURN-IN				3923			10.43

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1341056 SEVEN DEVILS TOWN OF 1356 SEVEN DEVILS RD SEVEN DEVILS BANNER ELK, NC 28604	RE 2013 1878-58-5968-000 TAX RELEASES EXEMPT PROPERTY	38011	09/30/2013	C04	3824	0 G01	15.65
1341056 SEVEN DEVILS TOWN OF 1356 SEVEN DEVILS RD SEVEN DEVILS BANNER ELK, NC 28604	RE 2013 1878-59-6045-000 TAX RELEASES EXEMPT	38012	09/30/2013	C04	3825	0 G01	15.65
1341056 SEVEN DEVILS TOWN OF 1356 SEVEN DEVILS RD SEVEN DEVILS BANNER ELK, NC 28604	RE 2013 1878-59-7120-000 TAX RELEASES EXEMPT	38013	09/30/2013	C04	3826	0 G01	31.30
1730302 SHAH, SYED JOHAR 117 WILLOW WAY BANNER ELK, NC 28604-9926	MV 2013 RYL3179 TAX RELEASES OUT OF COUNTY - AVERY	2824	09/30/2013	C05	3892	0 C05 G01	69.25 33.87 103.12
1600190 SMALL, LAWRENCE D 418 RUSH BRANCH RD SUGAR GROVE, NC 28679-9416	RE 2013 1962-24-2728-000 TAX RELEASES ADJUST VALUE	39044	09/30/2013	F07	3838	47,300 F07 G01	23.65 148.05 171.70
1603652 SMITH, CHARLES EDWARD SMITH, NATALIE SILVER 201 TRACY CIR BOONE, NC 286073843	MV 2013 XVT9885 REFUND RELEASE TURN IN TAG	10274	09/30/2013	C02	3994	1,274 C02 G01	4.71 3.99 8.70
1610011 SMITH, DARREN J SMITH, ALISON C 7148 PLEASANT OAKS RD GREENSBORO, NC 27410	PP 2013 265 TAX RELEASES INCORRECT SITUS	3458	09/30/2013	C04	3976	0 G01	23.41
1641741 SOUTHERN, MANDY NICOLE 2036 BROWNS CHAPEL RD BOONE, NC 286078118	MV 2010 ZWF7384 TAX RELEASES OVERLAPPING PLTS	1453974	09/30/2013	F02	3828	0 G01 F02	6.57 .84 7.41
1640209 STEWART, DUANE ROBERT 1032 CASTLE FORD RD BOONE, NC 286078831	MV 2013 4P5980 TAX RELEASES PLT TURN-IN	6593	09/30/2013	F09	3860	1,680 F09 G01	.84 5.26 6.10

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1453851 STILLWELL, HAROLD DANIEL 123 HAWTHORNE LN BOONE, NC 28607	MV 2013	6596	09/30/2013			17,499 C02	64.75
	TVC1086			C02		G01	54.77
	REFUND RELEASE PLT TURN-IN SOLD				3842		119.52
1636748 SWEET, WORTH ALFRED JR PO BOX 199 SUGAR GROVE, NC 28679	MV 2013	14193	09/30/2013			2,942 F04	1.47
	BCE6525			F04		G01	9.21
	TAX RELEASES PL,T TURN-IN / SOLD				3960		10.68
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2008	1357775	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			G01			
	REFUND RELEASE Incorrect sq ft for living area				3875		
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2009	1403118	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			G01			
	REFUND RELEASE Incorrrect sq ft for living area				3874		
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2010	1448714	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			G01			
	REFUND RELEASE Incorrect sq ft for living area				3873		
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2011	23345	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			C03			
	REFUND RELEASE Incorrect sq ft for living area				3872		
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2012	23274	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			C03			
	REFUND RELEASE Incorrect sq ft for living area				3871		
1510276 TARLETON, CULLIE AND SYLVIA PO BOX 1269 BLOWING ROCK, NC 28605	RE 2013	41530	09/30/2013			24,200 G01	75.75
	2807-94-5507-000			C03			
	TAX RELEASES Incorrect sq ft for living area				3870		
1585677 TATE, CHARLES SIDNEY III 190 ARBOR LN BOONE, NC 286073874	MV 2013	14219	09/30/2013			14,150 F01	7.08
	BCE6248			F01		G01	44.29
	TAX RELEASES TURN IN TAG				3877		51.37

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1743636 TAYLOR, EDWARD MERLIN TAYLOR, MARTHA SALMON 187 MOUNTAIN BROOK LN TODD, NC 28684-9747	MV 2013	14225	09/30/2013			0	F11	11.97
	VWL8199			F11			G01	53.52
	TAX RELEASES				3809			
	OUT OF COUNTY - ASHE							65.49
1743636 TAYLOR, EDWARD MERLIN TAYLOR, MARTHA SALMON 187 MOUNTAIN BROOK LN TODD, NC 28684-9747	MV 2013	14224	09/30/2013			0	F11	.84
	YZS9954			F11			G01	3.76
	TAX RELEASES				3808			
	OUT TOF COUNTY - ASHE							4.60
1585682 TAYLOR, STANLEY EALES 261 PLEASANT VALLEY RD BANNER ELK, NC 28604	MV 2013	10515	09/30/2013			880	F01	.44
	PVY2604			F01			G01	2.75
	TAX RELEASES				3964			
	incorrect value on antique vehicle							3.19
1639888 TCR ENTERPRISES C/O JUDY PHILLIPS 126 BATTLE COVE BOONE, NC 28607	PP 2013	3652	09/30/2013			0	F02L	.62
	639888999			F02			G01L	3.90
	TAX RELEASES				3918			
	LISTED ON TIME							4.52
1516245 TEMPLETON, JEFFREY BROOKS 864 DECK HILL RD P.O. BOX 3601 BOONE, NC 28607	MV 2010	1418948	09/30/2013			0	C02	23.20
	2P2788			C02			CF2	5.00
	REFUND RELEASE				3820			
	BILLED INCORECT SHOULD HAVE BEEN F02							28.20
1516245 TEMPLETON, JEFFREY BROOKS 864 DECK HILL RD P.O. BOX 3601 BOONE, NC 28607	MV 2011	26424	09/30/2013			0	C02	23.20
	2P2788			C02			CF2	5.00
	REFUND RELEASE				3821			
	BILLED INCORRECTLY SHOULD BE F02							28.20
1516245 TEMPLETON, JEFFREY BROOKS 864 DECK HILL RD P.O. BOX 3601 BOONE, NC 28607	MV 2013	14249	09/30/2013			0	C02	20.61
	2P2788			C02			CF2	5.00
	TAX RELEASES				3812		G01	17.43
	INCORRECT FIRE DISTRICT - REBILL							43.04
1743067 TREVA, RICHARD THOMAS SEATZ, KRISTY AMANDA 2234 W BRUSHY FORK RD ZIONVILLE, NC 28698-9215	MV 2013	10652	09/30/2013			0	F06	6.76
	BHA5378			F06			G01	42.32
	TAX RELEASES				3933			
	OUT OF COUNTY /ASHE							49.08
1743067 TREVA, RICHARD THOMAS SEATZ, KRISTY AMANDA 2234 W BRUSHY FORK RD ZIONVILLE, NC 28698-9215	MV 2013	6796	09/30/2013			0	F06	5.84
	XWP1718			F06			G01	36.56
	TAX RELEASES				3934			
	OUT OF COUNTY / ASHE							42.40

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1588624 TRIVETTE, ANTHONY GRAYSON 107 DAKAT LN BOONE, NC 28607	MV 2013	14364	09/30/2013			9,183	F09	4.59
	BCE5738			F09			G01	28.74
	TAX RELEASES PLT TURN-IN SOLD				3888			33.33
1641298 TUCK, ANGELA TATE PO BOX 2341 BANNER ELK, NC 286040068	MV 2013	6827	09/30/2013			6,049	C05	38.71
	WVV4553			C05			G01	18.93
	TAX RELEASES PLT TURN-IN SOLD				3922			57.64
1629804 VINCENT PROPERTIES INC GEORGE JACKSON VINCENT JR PO BOX 1238 BLOWING ROCK, NC 28605	MV 2012	25941	09/30/2013			0	F01	16.99
	FINNEGAN			F01			G01	106.33
	TAX RELEASES INVALID NAME ON TAX BILL				3851			123.32
1457654 WALLACE, BRENDA LUGENE PO BOX 343 SUGAR GROVE, NC 28679	MV 2012	22247	09/30/2013			0	C02	22.46
	WZC1388			C02			CF2	5.00
	TAX RELEASES INCORRECT SITUS				3912		G01	19.00
								46.46
1646768 WATAUGA CNTY 814 WEST KING ST BOONE, NC 28607	RE 2013	44976	09/30/2013			0	F12	20.50
	2818-98-8488-000			F12			G01	128.33
	TAX RELEASES EXEMPT PROPERTY				3846			148.83
1553209 WATAUGA YOUTH NETWORK 155 WYN WAY BOONE, NC 28607-8553	MV 2013	18513	09/30/2013			0	C02	36.08
	MTL4414			C02			CF2	5.00
	TAX RELEASES exempt				3962		G01	30.52
								71.60
1546658 WELSH, JANICE LEIGH 142 RUSSELL DR BOONE, NC 286077669	MV 2013	14647	09/30/2013			0	C02	11.29
	TB91426			C02			CF2	5.00
	TAX RELEASES TEMP PLT / DUPLICATE				3990		G01	9.55
								25.84
1649038 WHITMAN, VIRGINIA 4265 BOWENS RD TOBACCOVILLE, NC 27050	PP 2013	4069	09/30/2013			0	F12	10.44
	649038999			F12			G01	65.32
	TAX RELEASES MOVED OUT OF COUNTY PRIOR TO JAN 1				3831		GB	25.00
							SWF	62.00
								162.76

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1177070 WILCOX, JUNIOR STEWART 1268 OLD 421 S PO BOX 2972 BOONE, NC 28607	MV 2013	14681	09/30/2013			3,593	F10	1.80
	9660R			F10			G01	11.25
	TAX RELEASES [PLT TURN-IN				3829			13.05
1540916 WILLIAMS, MARY P WILLIAMS, WAYNE E 155 RUFFED GROUSE RD P O BOX 25 BOONE, NC 28607	MV 2013	14708	09/30/2013			13,350	F02	6.68
	BMK5989			F02			G01	41.79
	TAX RELEASES PLT TURN-IN				3832			48.47
9103042 WILSON, TOMMY JOE 1383 SILVERSTONE RD ZIONVILLE, NC 28698	MV 2013	14743	09/30/2013			1,583	F06	.79
	BMK6115			F06			G01	4.95
	TAX RELEASES PLT TURN-IN				3881			5.74
1611423 WOODRING, RICKY RAY 8663 NC HIGHWAY 194 N TODD, NC 286849555	MV 2013	14800	09/30/2013			8,360	F11	5.85
	BMK8530			F11			G01	26.17
	TAX RELEASES VALUE TOO HIGH				3914			32.02
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013	7170	09/30/2013			0	F01	-9.53
	RTR4343			F01			G01	-59.63
	REFUND RELEASE DUPLICATE BILL Reversal of release				3973			-69.16
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013	18754	09/30/2013			0	F01	9.16
	RTR4343			F01			G01	57.34
	TAX RELEASES DUPLICATE BILL				3975			66.50
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013	7170	09/30/2013			0	F01	9.53
	RTR4343			F01			G01	59.63
	REFUND RELEASE DUPLICATE BILL				3970			69.16
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013	18753	09/30/2013			0	F01	1.80
	TYT3056			F01			G01	11.24
	TAX RELEASES DUPLI CATE TAX BILL				3971			13.04
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013	18753	09/30/2013			0	F01	-1.80
	TYT3056			F01			G01	-11.24
	TAX RELEASES DUPLI CATE TAX BILL Reversal of release				3972			-13.04

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1563457 WRIGHT, GEORGE WILBUR JR 219 ROSEBAY WAY BANNER ELK, NC 28604	MV 2013 TYT3056 TAX RELEASES DUPLICATE	18753	09/30/2013	F01	3980	0 F01 G01	1.80 11.24 <hr/> 13.04
DETAIL SUMMARY	COUNT: 192	RELEASES - TOTAL				2,055,659	18,819.18

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RELEASES - 09/30/2013 TO 09/30/2013

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2008	RE	G01 WATAUGA COUNTY RE	75.75
			2008 TOTAL 75.75
2009	RE	G01 WATAUGA COUNTY RE	75.75
			2009 TOTAL 75.75
2010	RE	G01 WATAUGA COUNTY RE	75.75
2010	MV	C02 BOONE MV	23.20
2010	MV	CF2 BOONE MV FEE	5.00
2010	MV	F02 BOONE FIRE MV	.84
2010	MV	F06 ZIONVILLE FIRE MV	.90
2010	MV	G01 WATAUGA COUNTY MV	12.17
			2010 TOTAL 117.86
2011	RE	G01 WATAUGA COUNTY RE	75.75
2011	PP	C02 BOONE PP	29.86
2011	PP	C02L BOONE LATE LIST	2.99
2011	PP	F02 BOONE FIRE PP	.48
2011	PP	G01 WATAUGA COUNTY PP	29.02
2011	PP	G01L WATAUGA COUNTY LATE LIST	2.53
2011	PP	GB GREEN BOX PP	25.00
2011	PP	LF SOLID WASTE PP	62.00
2011	MV	C02 BOONE MV	23.20
2011	MV	CF2 BOONE MV FEE	5.00
			2011 TOTAL 255.83
2012	RE	F07 COVE CREEK FIRE RE	22.50
2012	RE	G01 WATAUGA COUNTY RE	216.60
2012	PP	C02 BOONE PP	56.98
2012	PP	C02L BOONE LATE LIST	5.70
2012	PP	F02 BOONE FIRE PP	.57
2012	PP	G01 WATAUGA COUNTY PP	51.74
2012	PP	G01L WATAUGA COUNTY LATE LIST	4.82
2012	PP	GB GREEN BOX PP	25.00
2012	PP	LF SOLID WASTE PP	62.00
2012	MV	C02 BOONE MV	158.68
2012	MV	C04 SEVEN DEVILS MV	9.23
2012	MV	CF2 BOONE MV FEE	10.00
2012	MV	F01 FOSCOE FIRE MV	16.99
2012	MV	F02 BOONE FIRE MV	3.82
2012	MV	F06 ZIONVILLE FIRE MV	1.11
2012	MV	F08 SHAWNEEHAW FIRE MV	3.41
2012	MV	F09 MEAT CAMP FIRE MV	.65
2012	MV	F10 DEEP GAP FIRE MV	.99
2012	MV	F12 BLOWING ROCK FIRE MV	2.05
2012	MV	G01 WATAUGA COUNTY MV	324.58
			2012 TOTAL 977.42
2013	RE	F01 FOSCOE FIRE RE	60.90
2013	RE	F02 BOONE FIRE RE	213.85
2013	RE	F04 BEAVER DAM FIRE RE	73.65

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2013	RE	F07	COVE CREEK FIRE RE	105.20
2013	RE	F08	SHAWNEEHAW FIRE RE	30.10
2013	RE	F09	MEAT CAMP FIRE RE	190.35
2013	RE	F10	DEEP GAP FIRE RE	105.25
2013	RE	F12	BLOWING ROCK FIRE RE	20.50
2013	RE	FX9	MEAT CAMP/CRESTON SERV DIST RE	35.70
2013	RE	G01	WATAUGA COUNTY RE	7,452.40
2013	RE	GB	GREEN BOX RE	125.00
2013	RE	SWF	SOLID WASTE FEE	434.00
2013	PP	C02	BOONE PP	2,090.02
2013	PP	C02L	BOONE LATE LIST	5.70
2013	PP	F02	BOONE FIRE PP	20.27
2013	PP	F02L	BOONE FIRE LATE LIST	.62
2013	PP	F04	BEAVER DAM FIRE PP	2.65
2013	PP	F04L	BEAVER DAM FIRE LATE LIST	.27
2013	PP	F07	COVE CREEK FIRE PP	18.22
2013	PP	F07L	COVE CREEK FIRE LATE LIST	1.77
2013	PP	F11	TODD FIRE PP	.75
2013	PP	F11L	TODD FIRE LATE LIST	.08
2013	PP	F12	BLOWING ROCK FIRE PP	15.82
2013	PP	F12L	BLOWING ROCK FIRE LATE LIST	.54
2013	PP	FS8	SHAWNEEHAW SERV DIST PP	.50
2013	PP	G01	WATAUGA COUNTY PP	2,254.20
2013	PP	G01L	WATAUGA COUNTY LATE LIST	27.12
2013	PP	GB	GREEN BOX PP	200.00
2013	PP	MS1	BOONE MUNICIPAL SERV DIST PP	3.70
2013	PP	SWF	SOLID WASTE PP	496.00
2013	MV	C02	BOONE MV	430.13
2013	MV	C03	BLOWING ROCK MV	42.08
2013	MV	C05	BEECH MOUNTAIN MV	355.97
2013	MV	CF2	BOONE MV FEE	20.00
2013	MV	F01	FOSCOE FIRE MV	33.23
2013	MV	F02	BOONE FIRE MV	65.96
2013	MV	F04	BEAVER DAM FIRE MV	36.71
2013	MV	F06	ZIONVILLE FIRE MV	23.58
2013	MV	F07	COVE CREEK FIRE MV	4.70
2013	MV	F08	SHAWNEEHAW FIRE MV	8.30
2013	MV	F09	MEAT CAMP FIRE MV	25.64
2013	MV	F10	DEEP GAP FIRE MV	15.39
2013	MV	F11	TODD FIRE MV	18.66
2013	MV	F12	BLOWING ROCK FIRE MV	28.38
2013	MV	FS1	FOSCOE SERV DIST MV	5.59
2013	MV	G01	WATAUGA COUNTY MV	2,217.12
			2013 TOTAL	17,316.57
			SUMMARY TOTAL	18,819.18

09/30/2013 18:19
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 26
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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2010	C02 BOONE MV	23.20
C02	2010	CF2 BOONE MV FEE	5.00
C02	2011	C02 BOONE MV	53.06
C02	2011	C02L BOONE LATE LIST	2.99
C02	2011	CF2 BOONE MV FEE	5.00
C02	2011	G01 WATAUGA COUNTY PP	25.26
C02	2011	G01L WATAUGA COUNTY LATE LIST	2.53
C02	2012	C02 BOONE MV	215.66
C02	2012	C02L BOONE LATE LIST	5.70
C02	2012	CF2 BOONE MV FEE	10.00
C02	2012	G01 WATAUGA COUNTY MV	182.44
C02	2012	G01L WATAUGA COUNTY LATE LIST	4.82
C02	2013	C02 BOONE MV	2,516.89
C02	2013	C02L BOONE LATE LIST	5.70
C02	2013	CF2 BOONE MV FEE	20.00
C02	2013	G01 WATAUGA COUNTY MV	2,129.29
C02	2013	G01L WATAUGA COUNTY LATE LIST	4.82
C02 TOTAL			5,212.36
C03	2011	G01 WATAUGA COUNTY RE	75.75
C03	2012	G01 WATAUGA COUNTY RE	75.75
C03	2013	C03 BLOWING ROCK MV	28.00
C03	2013	G01 WATAUGA COUNTY PP	2,265.18
C03	2013	G01L WATAUGA COUNTY LATE LIST	1.94
C03	2013	SWF SOLID WASTE FEE	124.00
C03 TOTAL			2,570.62
C04	2012	C04 SEVEN DEVILS MV	9.23
C04	2012	G01 WATAUGA COUNTY MV	5.67
C04	2013	G01 WATAUGA COUNTY RE	86.01
C04 TOTAL			100.91
C05	2013	C05 BEECH MOUNTAIN MV	355.97
C05	2013	G01 WATAUGA COUNTY PP	199.49
C05 TOTAL			555.46
F01	2012	F01 FOSCOE FIRE MV	16.99
F01	2012	G01 WATAUGA COUNTY MV	106.33
F01	2013	C03 BLOWING ROCK MV	14.08
F01	2013	F01 FOSCOE FIRE MV	94.13
F01	2013	F08 SHAWNEEHAW FIRE MV	3.60
F01	2013	G01 WATAUGA COUNTY MV	627.31
F01 TOTAL			862.44
F02	2010	F02 BOONE FIRE MV	.84
F02	2010	G01 WATAUGA COUNTY MV	6.57
F02	2011	F02 BOONE FIRE PP	.48
F02	2011	G01 WATAUGA COUNTY PP	3.76
F02	2011	GB GREEN BOX PP	25.00
F02	2011	LF SOLID WASTE PP	62.00
F02	2012	F02 BOONE FIRE PP	4.39

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Larry.Warren

WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 27
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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F02	2012	G01	WATAUGA COUNTY PP	30.51
F02	2012	GB	GREEN BOX PP	25.00
F02	2012	LF	SOLID WASTE PP	62.00
F02	2013	C02	BOONE PP	3.26
F02	2013	F02	BOONE FIRE MV	300.08
F02	2013	F02L	BOONE FIRE LATE LIST	.62
F02	2013	G01	WATAUGA COUNTY MV	1,880.98
F02	2013	G01L	WATAUGA COUNTY LATE LIST	3.90
F02	2013	GB	GREEN BOX PP	150.00
F02	2013	MS1	BOONE MUNICIPAL SERV DIST PP	3.70
F02	2013	SWF	SOLID WASTE PP	372.00
F02 TOTAL			2,935.09	
F04	2013	F04	BEAVER DAM FIRE MV	113.01
F04	2013	F04L	BEAVER DAM FIRE LATE LIST	.27
F04	2013	G01	WATAUGA COUNTY MV	707.36
F04	2013	G01L	WATAUGA COUNTY LATE LIST	1.66
F04 TOTAL			822.30	
F06	2010	F06	ZIONVILLE FIRE MV	.90
F06	2010	G01	WATAUGA COUNTY MV	5.60
F06	2012	F06	ZIONVILLE FIRE MV	1.11
F06	2012	G01	WATAUGA COUNTY MV	6.92
F06	2013	F06	ZIONVILLE FIRE MV	23.58
F06	2013	G01	WATAUGA COUNTY MV	147.62
F06 TOTAL			185.73	
F07	2012	F07	COVE CREEK FIRE RE	22.50
F07	2012	G01	WATAUGA COUNTY RE	140.85
F07	2013	F07	COVE CREEK FIRE PP	128.12
F07	2013	F07L	COVE CREEK FIRE LATE LIST	1.77
F07	2013	G01	WATAUGA COUNTY PP	802.01
F07	2013	G01L	WATAUGA COUNTY LATE LIST	11.09
F07	2013	GB	GREEN BOX PP	25.00
F07	2013	SWF	SOLID WASTE PP	62.00
F07 TOTAL			1,193.34	
F08	2012	F08	SHAWNEEHAW FIRE MV	3.41
F08	2012	G01	WATAUGA COUNTY MV	21.35
F08	2013	F08	SHAWNEEHAW FIRE RE	34.80
F08	2013	G01	WATAUGA COUNTY RE	217.87
F08 TOTAL			277.43	
F09	2012	F09	MEAT CAMP FIRE MV	.65
F09	2012	G01	WATAUGA COUNTY MV	4.07
F09	2013	F09	MEAT CAMP FIRE MV	215.99
F09	2013	G01	WATAUGA COUNTY MV	1,352.08
F09 TOTAL			1,572.79	
F10	2012	F10	DEEP GAP FIRE MV	.99

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WATAUGA COUNTY
RELEASES - 09/30/2013 TO 09/30/2013

PG 28
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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F10	2012	G01 WATAUGA COUNTY MV	6.20
F10	2013	F10 DEEP GAP FIRE MV	120.64
F10	2013	G01 WATAUGA COUNTY MV	755.20
F10	2013	GB GREEN BOX RE	50.00
F10	2013	SWF SOLID WASTE FEE	124.00
F10 TOTAL			1,057.03
F11	2013	F11 TODD FIRE MV	19.41
F11	2013	F11L TODD FIRE LATE LIST	.08
F11	2013	G01 WATAUGA COUNTY MV	86.80
F11	2013	G01L WATAUGA COUNTY LATE LIST	.34
F11	2013	GB GREEN BOX PP	25.00
F11	2013	SWF SOLID WASTE PP	62.00
F11 TOTAL			193.63
F12	2012	F12 BLOWING ROCK FIRE MV	2.05
F12	2012	G01 WATAUGA COUNTY MV	12.83
F12	2013	F12 BLOWING ROCK FIRE MV	64.70
F12	2013	F12L BLOWING ROCK FIRE LATE LIST	.54
F12	2013	G01 WATAUGA COUNTY MV	404.89
F12	2013	G01L WATAUGA COUNTY LATE LIST	3.37
F12	2013	GB GREEN BOX PP	50.00
F12	2013	SWF SOLID WASTE PP	124.00
F12 TOTAL			662.38
FS1	2013	FS1 FOSCOE SERV DIST MV	5.59
FS1	2013	G01 WATAUGA COUNTY MV	35.02
FS1 TOTAL			40.61
FS8	2013	FS8 SHAWNEEHAW SERV DIST PP	.50
FS8	2013	G01 WATAUGA COUNTY PP	3.13
FS8	2013	GB GREEN BOX PP	25.00
FS8	2013	SWF SOLID WASTE PP	62.00
FS8 TOTAL			90.63
FX9	2013	FX9 MEAT CAMP/CRESTON SERV DIST RE	35.70
FX9	2013	G01 WATAUGA COUNTY RE	223.48
FX9 TOTAL			259.18
G01	2008	G01 WATAUGA COUNTY RE	75.75
G01	2009	G01 WATAUGA COUNTY RE	75.75
G01	2010	G01 WATAUGA COUNTY RE	75.75
G01 TOTAL			227.25
SUMMARY TOTAL			18,819.18

NCVTS RELEASE/REFUND REPORT OVER \$100 September 2013

Name	Address_1	Address_2	Address_3	Refund_Type	Bill_Num	Status	Refund_Reason	Create_Date	Tax_District	Levy_Type	NetChange	NetChangeIr	NetChangeT	RefundAmount	RefundTotal
JANEAN KAY LONSDORF	725 SUNRISE VALLEY DR		BOONE, NC 28607	Adjustment >= \$100	873551		r	10/1/2013	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00		\$341.51
JANEAN KAY LONSDORF	725 SUNRISE VALLEY DR		BOONE, NC 28607	Adjustment >= \$100	8735517	PENDING	Situs error	10/1/2013	BOONE	Tax	(\$100.83)	\$0.00	(\$100.83)	\$100.83	\$341.51 C02
JANEAN KAY LONSDORF	725 SUNRISE VALLEY DR		BOONE, NC 28607	Adjustment >= \$100	8735517	PENDING	Situs error	10/1/2013	BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)	\$5.00	\$341.51 CF2
JANEAN KAY LONSDORF	725 SUNRISE VALLEY DR		BOONE, NC 28607	Adjustment >= \$100	8735517	PENDING	Situs error	10/1/2013	BOONE FIRE	Tax	\$13.63	\$0.00	\$13.63	(\$13.63)	\$341.51
JANEAN KAY LONSDORF	725 SUNRISE VALLEY DR		BOONE, NC 28607	Adjustment >= \$100	8735517	PENDING	Situs error	10/1/2013	BOONE MSD	Tax	(\$57.23)	\$0.00	(\$57.23)	<u>\$57.23</u>	\$341.51 MS1
														\$149.43	
LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N		TODD, NC 28684	Adjustment >= \$100	8556782	AUTHORIZED	Situs error	9/17/2013	WATAUGA COUNTY	Tax	\$0.00	\$0.00	\$0.00		\$341.51
LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N		TODD, NC 28684	Adjustment >= \$100	8556782	AUTHORIZED	Situs error	9/17/2013	BOONE	Tax	(\$135.73)	\$0.00	(\$135.73)	\$135.73	\$341.51 C02
LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N		TODD, NC 28684	Adjustment >= \$100	8556782	AUTHORIZED	Situs error	9/17/2013	BOONE	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)	\$5.00	\$341.51 CF2
LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N		TODD, NC 28684	Adjustment >= \$100	8556782	AUTHORIZED	Situs error	9/17/2013	TODD FIRE	Tax	\$25.68	\$0.00	\$25.68	(\$25.68)	\$341.51
LARRY JOE KITCHENS	8058 NC HIGHWAY 194 N		TODD, NC 28684	Adjustment >= \$100	8556782	AUTHORIZED	Situs error	9/17/2013	BOONE MSD	Tax	(\$77.03)	\$0.00	(\$77.03)	<u>\$77.03</u>	\$341.51 MS1
														\$192.08	
Tax_District_Summary	District_Type_Summary	Net_Change_Summary	Sum_Net_Change_Summary												
WATAUGA COUNTY	COUNTY	\$0.00	(\$341.51)												
BOONE	CITY	(\$246.56)	(\$341.51)												
BOONE FIRE	FIRE	\$13.63	(\$341.51)												
TODD FIRE	FIRE	\$25.68	(\$341.51)												
BOONE MSD	SPECIAL	(\$134.26)	(\$341.51)												
County	Refund_Time_Period	Refund_Fiscal_Year	Refund_Types	Refund_Status	Report_Run_Date										
Watauga	YEAR	2013 - 2014	Adjustment >= \$100	AUTHORIZED,PENDING	10/2/2013 12:29										

AGENDA ITEM 9:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:

A. Schedule of Values for 2014 Revaluation

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will review the proposed 2014 Schedule of Values and 2014 Use Value Schedules. A public hearing has been scheduled to allow public comment on the Schedule of Values. At the conclusion of the public hearing, no action is needed at this time as the schedules will be presented to you for adoption at your November 19, 2013, meeting.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 6:00 P.M. ON TUESDAY, OCTOBER 15, 2013, 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 RECEIVE PUBLIC COMMENT ON THE PROPOSED SCHEDULE OF VALUES. INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS, PLEASE CALL (828) 265-8000.

THE SCHEDULE OF VALUES, STANDARDS AND RULES TO BE USED IN THE 2014 APPRAISAL OF REAL PROPERTY IN WATAUGA COUNTY HAS BEEN SUBMITTED AND ARE OPEN FOR EXAMINATION IN THE OFFICE OF THE WATAUGA COUNTY TAX ADMINISTRATOR LOCATED AT 842 W. KING STREET, ROOM 121, BOONE, NORTH CAROLINA, WITH OFFICE HOURS OF 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY.

NATHAN A. MILLER
CHAIRMAN
WATAUGA COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM 9:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:*****B. Proposed Amendment to the Watauga County Animal Care and Control Ordinance*****MANAGER'S COMMENTS:**

A public hearing has been scheduled to seek public comment on the amendment to the Animal Care and Control Ordinance related to legislative changes. Senate Bill 626 requires all animals to be held for 72 hours unless injured, sick or wild. Due to this change feral cats would need to be classified as wild animals as to not burden the Humane Society with trying to hold on to trapped feral cats for the 72 hour period. Feral cats are both a risk and liability to Humane Society staff and animals. A copy of the proposed change to the ordinance has been attached. Ms. Anita Gomez, Chief Animal Care and Control Officer, and Ms. Laurie Vierheller are recommending adding the words or unaltered feral cats under definitions to Section 1.B.24 Wild Animal (attached).

Upon closing of the public hearing the Board may adopt the changes as presented, schedule a work session to seek additional input, or take no action.

Staff seeks Board direction.

PUBLIC SERVICE ANNOUNCEMENT

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 6:00 P.M. ON TUESDAY, OCTOBER 15, 2013, 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 CONSIDER A PROPOSED AMENDMENT TO THE WATAUGA COUNTY ANIMAL CARE AND CONTROL ORDINANCE. INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS, PLEASE CALL (828) 265-8000.

WATAUGA COUNTY BOARD OF COMMISSIONERS



Watauga Humane Society

PO Box 1835
 312 Paws Way
 Boone, NC 28607
 828.264.7865

To: Watauga Board of County Commissioners
 From: Watauga Humane Society
 Re: Amendment of Definition of Wild Animal in Watauga County's Animal Care and Control Ordinance
 Date: September 25, 2013

Please consider placing an item on the agenda requesting Amendment of the Watauga County Animal Care and Control Ordinance to include feral cats within the definition of Wild Animal, in section 1B.24.

We are requesting this amendment because newly passed SB 626 would require Watauga Humane Society and any other animal shelter or animal welfare organization that falls within the act, to hold stray cats, both domestic and feral, for 72 hours after intake. During that time period the animals would need to be fed, provided with water, be cared for, cleaned, and provided with fresh litter and medical care, like all other Adoption Center animals.

Feral cats have a high incidence of rabies and can carry other diseases that pose a risk to humans and other animals. They are inclined to bite and scratch when in captivity, which increases the risk of disease transmission.

Some feral cats are wilder and more aggressive than others. The more aggressive feral cats can pose a significant risk to our staff if the staff is required to handle them in anyway, which would be necessary during the 72 hour hold period. They also pose a risk to our adoptable pets both because of the risk of disease transmission and because they take up limited space in our holding kennels that could be used for adoptable cats.

Watauga Humane Society helps cats that have the potential to settle down and learn to relate to humans, and tries to socialize them and get them into homes. But this new law will leave us without the option to treat animals that are extremely aggressive any differently than the common domestic cat. All cats will need to be held. This increases the risk of disease transmission to our adoptable cats and increases the risk of injury and illness of our staff as well. The only way to avoid this result and differentiate wild and aggressive feral cats from cats that can be rehabilitated, is to define these cats as feral cats and place them outside the reach of SB 626.

Laurie Vierheller
 Executive Director
 828.264.7865

www.wataugahumanesociety.org
adopt@wataugahumanesociety.org

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WATAUGA COUNTY ANIMAL CARE AND CONTROL ORDINANCE

SECTION I. AGENCY AUTHORITY AND RESPONSIBILITY

There is hereby created a Department of Animal Care and Control for Watauga County (herein referred to as Department) with resources and personnel as authorized by the Board of County Commissioners. The Department shall be supervised by the County Manager or his designee subject to the general control and direction of the Board of County Commissioners.

1A. Responsibilities of Animal Care and Control Department

1. The Department, along with other law enforcement agencies, is hereby empowered to enforce all North Carolina laws and Watauga County ordinances pertaining to domestic dogs and cats and other pets unless otherwise specified herein. The Animal Care and Control Officers shall be empowered to issue notices or civil citations for violations of these ordinances and laws.
2. The Department will enforce all North Carolina laws and Watauga County ordinances pertaining to rabies control.
3. The Department will enforce the Watauga County Ordinance regulating wild and dangerous animals.
4. The Department is responsible for the investigation of all reported animal bites, for enforcing the quarantine of any animal involved in or suspected of having rabies, and for reporting investigation results to the District Health Director as soon as practicable.
5. The Department will investigate cruelty, abuse or neglect cases involving animals and record the results of the investigation.
6. The Department will be responsible for the seizure and impoundment, where necessary, of any animal in Watauga County involved in a violation of this ordinance.
7. Animal Care and Control Officers will patrol the County area as necessary to monitor compliance with this ordinance.

8. The Animal Care and Control Officers shall keep the following records:
 - a. Bite cases, rabies suspects, complaints, violations, citations issued and related investigations.
 - b. All fees collected for violations.

1B. Definitions

1. ABANDON: To forsake, desert or give up an animal previously under the custody or possession of a person without having secured another owner or custodian or by failing to make reasonable arrangements for adequate care.
2. ADEQUATE FOOD: The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain the animal's health and well-being. Food will be provided in a suitable and sanitary container.
3. ADEQUATE WATER: Constant access to a supply of water that is clean, fresh and visibly free of debris and organic material, provided in a sanitary manner or provided at suitable intervals (not to exceed 24 hours) for the species.
4. ANIMAL CARE AND CONTROL OFFICER: An employee of the County designated by the County Manager to administer and enforce local and state Animal Control regulations as prescribed by the Watauga County Board of Commissioners and the State of North Carolina.
5. ANIMAL: All living vertebrates, domestic and non-domestic, not to include humans.
6. ANIMAL CARE AND CONTROL FACILITY: Any premises designated by the County for the purpose of impounding and caring for animals in accordance with the provisions of this ordinance.
7. ANIMAL SHELTER: Any private or public facility, either non-profit or for hire, that houses, boards, or maintains any domestic animals for adoptions, rescue, rehabilitation or research within the County.
8. CHIEF ANIMAL CARE AND CONTROL OFFICER: The person who, under the County's personnel policy, is responsible for the management of the Animal Care and Control program, including enforcement of County and State laws pertaining to animal and rabies control, and the supervision of all employees in the Animal Care and Control Department. The Chief Animal Care and Control Officer is under the direct supervision of the Operations Services Director.

9. **COMMERCIAL KENNEL** – A kennel that breeds or whelps dogs and/or cats:

-
- a. Without provocation has killed or inflicted severe injury on a person; or
 - b. Is determined by Animal Care and Control personnel to be potentially dangerous due to the dog having exhibited one or more of the behaviors stated under “Potentially Dangerous Dog” (NCGS 67-4.1(2)); or
 - c. Is determined to be “Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting” (NCGS 67-4.1).

11. **HEALTH DIRECTOR**: Director of the Appalachian District Health Department.

12. **HYBRID**: Any animal that is in part wild, regardless of percentage.

13. **KEEPER**: A person having custody of an animal, or who keeps or harbors an animal, or who knowingly permits an animal to remain on any premises occupied or controlled by such person, for a period of 5 or more days.

14. **KENNEL**: Any premises wherein any person, firm or organization boards, lets for hire, trains for fee, breeds, buys or sells animals.

15. **OWNER**: A person having the legal property rights to an animal.

16. **POTENTIALLY DANGEROUS ANIMAL**: An animal that has been determined to have:

- a. Inflicted a bite on a person that resulted in any of the following: broken bones; disfiguring lacerations; injuries requiring cosmetic surgery or hospitalization; or other medical care.
- b. Killed or inflicted severe injury upon a domestic animal, when not on the owner’s real property.
- c. Approached a person (if the person was not trespassing on the owner’s property) in a vicious or terrorizing manner in an apparent attitude of attack. (NCGS 67-4.1)

17. PUBLIC NUISANCE: Any animal that damages private or public property; interferes with or attacks a person or other animal; chases, snaps at, or harasses pedestrians, livestock, bicyclists or vehicles; by virtue of number is offensive or dangerous to public health, safety and/or welfare; or is diseased.
18. PUBLIC PLACE – Any street, alley, park, public building, any place of business or assembly open to or frequented by the public, or to which the public has access.
19. RABIES EXPOSURE: A human or other animal bitten by or that comes in contact with the saliva or nervous tissue of an animal suspected of or known to have rabies.
20. RESTRAINT OF A DANGEROUS OR POTENTIALLY DANGEROUS ANIMAL: An animal that is confined in a securely enclosed and locked pen or other structure designed to restrain the animal or an animal which is securely restrained and muzzled when outside of said pen or structure. Tethering a dog does not meet the restraint requirements of this section and is not considered adequate physical control.
21. SHELTER: A place provided for animals of a specific breed that provides sufficient cover from adverse weather; adequate warmth from severe cold weather; and sufficient space for the animal to move around, stand or lie down; and is deemed appropriate by an Animal Care and Control Officer.
22. STRAY: Any at-large dog or cat that has no known owner or keeper.

_____ another person.

24. WILD ANIMAL: Any living member of the animal kingdom including those born or raised in captivity except the following: human beings; domestic dogs (excluding hybrids with wolves, coyotes, or jackals); domestic cats (excluding hybrids with ocelots or marga **or unaltered feral cats**); farm animals; rodents and hybrid animals that are part wild; and captive bred species of common cage birds. Wildlife, other than as indicated by the Watauga County Wild and Dangerous Animals Ordinance, is controlled by North Carolina State Wildlife Officers.

SECTION II. CITIZEN REQUIREMENTS

2A. Vaccination of Dogs, Cats and Other Pets

1. It shall be unlawful for any owner or keeper to fail to provide a current vaccination against rabies (hydrophabis) for any dog, ferret, or cat three (3) months of age or older. Any animal adopted or redeemed through Watauga Humane Society that does not have a current rabies certificate of vaccination shall be required to be vaccinated within 72 hours at the owner's expense. Should it be found necessary

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AGENDA ITEM 9:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FOLLOWING:**

C. Extra-Territorial Jurisdiction (ETJ) Appointments to Town of Boone Board of Adjustment and Planning Commission

MANAGER'S COMMENTS:

Per Board direction, a public hearing has been scheduled to consider the County's appointments to the Town of Boone's Board of Adjustments and Planning Board. The Board is considering Frank Bolick and Dale Greene to the Town of Boone Board of Adjustments and Jon Tate to the Planning Board. The public hearing is necessary due to the Town of Boone's UDO requirements.

Upon closing of the public hearing, staff would recommend the Board vote to appoint Mr. Frank Bolick, Mr. Dale Greene, and Mr. Jon Tate to the Town of Boone Board of Adjustments and the Planning Board, respectively. Staff will notify the Town of Boone that a public hearing was conducted and after the conclusion of the hearing, the Board voted to approve the appointees as presented.

Staff seeks direction from the Board.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AT 6:00 P.M. ON TUESDAY, OCTOBER 15, 2013, 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 PUBLIC COMMENT ON BOARD OF COMMISSIONERS' EXTRA-TERRITORIAL JURISDICTION APPOINTMENTS TO THE TOWN OF BOONE'S PLANNING COMMISSION AND BOARD OF ADJUSTMENTS. SPECIFICALLY, THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL CONSIDER THE APPOINTMENT OF FRANK BOLICK AND DALE GREENE TO THE TOWN OF BOONE BOARD OF ADJUSTMENTS AND JON TATE TO THE TOWN OF BOONE PLANNING BOARD. 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:

FINANCE MATTERS

A. Smoky Mountain Quarterly Report

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: October 9, 2013

Attached is a copy of the quarterly fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended June 30, 2013. This fiscal monitoring report was provided by Smoky Mountain Center to comply with the G.S. 122C-117(c). Smoky Mountain Center also included a copy of their FY 13-14 budget. Lisa Slusher has been notified of the budget difference for Watauga County.

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.

Smoky Mountain Center
44 Bonnie Lane
Sylva, NC 28779



Area Administrative Office
828-586-5501
www.smokymountaincenter.com

September 25, 2013

Dear County Finance Officer:

Enclosed you will find Smoky Mountain Center's unaudited fiscal monitoring report (FMR) for the fiscal year ended June 30, 2013, and the initial Budget for Fiscal year 2013-2014.

To remind all Finance Officers: S.L. 2006-142 amended G.S. 122C-117(c) to require the Area Director and Area Authority Finance Officer to submit quarterly finance reports to the County Finance Officer, instead of submitting to each member of each board of County Commissioners participating in the Area Authority. The County Finance Officer is then to submit the report to the Board of County Commissioners at its next regularly scheduled meeting.

This FMR is the financial report intended to be provided to comply with the general statutes.

If you have any questions regarding the enclosed reports, please e-mail Lisa Slusher, Finance Officer, at: Lisa.Slusher@smokymountaincenter.com;

Sincerely,

Sherri L. Hayes, BS
Financial Analyst
Smoky Mountain Center

Enclosure

Quarterly Fiscal Monitoring Report - DMHDDSAS

101513 BCC Meeting

LME / MCO NAME:

SMOKY MOUNTAIN CENTER

FOR THE PERIOD ENDING:

6/30/2013


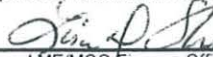
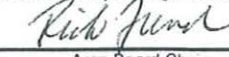
of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====>

12

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Basis of Accounting: (check one) Cash Accrual	X	(1)		(2)	(3)	(4)	(5)	(6)
			PRIOR YEAR		ACTUAL	BUDGET	CURRENT YEAR		ANNUALIZED PERCENTAGE **
			BUDGET	ACTUAL			ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)	
REVENUE									
Service Fees from LME-Delivered Services			-	(1,601)	-	8,601	(8,601)	#DIV/0!	
Medicaid Pass Thru			8,435,000	8,459,183	1,575,000	996,859	578,141	63.29%	
Interest Earned			10,000	22,485	33,000	50,684	(17,684)	153.59%	
Rental Income			-	-	-	-	-	#DIV/0!	
Budgeted Fund Balance * (Detail in Item 4, below)			5,738,620	-	546,917	-	546,917	0.00%	
Other Local			868,161	814,180	950,920	916,364	34,556	96.37%	
Total Local Funds			15,051,781	9,294,247	3,105,837	1,972,508	1,133,329	63.51%	
County Appropriations (by county, includes ABC Funds):									
Alexander County			43,225	39,535	43,225	37,825	5,400	87.51%	
Caldwell County			113,538	118,527	113,538	118,747	(5,209)	104.59%	
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	10,000	10,000	-	100.00%	
Graham County			6,000	6,000	6,000	6,177	(177)	102.95%	
Haywood County			116,775	115,036	96,775	98,100	(1,325)	101.37%	
Jackson County			123,081	123,081	123,081	123,081	-	100.00%	
Macon County			106,623	106,623	106,623	106,623	-	100.00%	
Swain County			30,125	30,934	30,125	30,324	(199)	100.66%	
Ashe County			189,566	189,566	189,566	189,566	-	100.00%	
Avery County			92,400	92,400	89,600	89,600	-	100.00%	
Alleghany County			115,483	115,483	109,709	109,709	-	100.00%	
Watauga County			221,194	221,194	221,194	221,194	-	100.00%	
Wilkes County			259,200	259,200	254,200	265,009	(10,809)	104.25%	
Special Appropriations			1,119,913	1,119,913	-	-	-	#DIV/0!	
Total County Funds			2,689,979	2,690,348	1,536,492	1,548,811	(12,319)	100.80%	
LME Systems Admin. Funds (Cost Model)			7,122,715	7,122,715	-	-	-	#DIV/0!	
DMH/DD/SAS Administrative Funds (% basis)			-	-	3,367,560	3,367,560	-	100.00%	
DMH/DD/SAS Risk Reserve Funds (% basis)			-	-	485,215	-	485,215	0.00%	
DMH/DD/SAS Services Funding			27,295,503	26,227,672	26,325,086	26,173,768	151,318	99.43%	
DMA Capitation Funding			-	-	119,902,334	121,308,430	(1,406,096)	101.17%	
DMA Risk Reserve Funding			-	-	2,452,478	2,478,759	(26,281)	101.07%	
All Other State/Federal Funds			1,793	1,450	-	-	-	#DIV/0!	
Total State and Federal Funds			34,420,011	33,351,837	152,532,673	153,328,517	(795,844)	100.52%	
TOTAL REVENUE			52,161,771	45,336,432	157,175,002	156,849,836	325,166	99.79%	
EXPENDITURES:									
System Management/Administration/Care Coordination			7,582,715	7,344,564	22,625,370	15,103,019	7,522,351	66.75%	
LME Provided Services			1,430,044	1,108,184	1,314,564	1,235,536	79,028	93.99%	
Provider Payments			39,350,851	37,459,047	131,981,140	132,351,670	(370,530)	100.28%	
Merger Expenses			-	-	-	-	-	#DIV/0!	
MCO Start-Up Expenses			2,770,000	2,013,870	-	-	-	#DIV/0!	
All Other			1,028,161	715,737	1,253,927	800,746	453,181	63.86%	
TOTAL EXPENDITURES			52,161,771	48,641,402	157,175,001	149,490,971	7,684,030	95.11%	
CHANGE IN CASH BALANCE				(3,304,970)		7,358,865			
Beginning Unrestricted Fund Balance				4,220,978		5,017,643			
Balance in DMH/DD/SAS Risk Reserve				-		-			
Balance in DMA Risk Reserve				-		-			
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures			9.62%	5,017,643	7.62%	11,972,820			
2. CURRENT CASH POSITION									
			(1)	(2)	(3)	(4)	(5)		Allowance for Uncollectible Receivables
			30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL		
Accounts Payable (Accrual Method)			2,829,916	35,054	61,186	104,723	\$ 3,030,880		
Account Receivable (Accrual Method)			712,553	219,367	204,460	722,060	\$ 1,858,441	\$ 1,858,441	
Current Cash in Bank				31,482,346					
3. SERVICE EXCEPTIONS (Provided Based on System Capability)									
Services authorized but not billed			8,154,544						
4. DETAIL ON BUDGETED FUND BALANCE									
					Budgeted	Year-to-Date	Balance	%	
Payments to Providers							-	#DIV/0!	
MCO Start-up Expense							-	#DIV/0!	
LME Merger Expense							-	#DIV/0!	
Other (List): Legal Fees					546,917	276,911	270,006	50.63%	
Other (List):							-	#DIV/0!	

* 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.

LME / MCO Director Date: 9/6/13 LME/MCO Finance Officer Date: 9/4/13 Area Board Chair Date: 9-19-13⁹²

Division of Mental Health, Developmental Disabilities & Substance Abuse Services
 Quarterly Fiscal Monitoring Report - Explanation of Revenue and Expenditure Variances

enter LME name SMOKY MOUNTAIN CENTER Local Management Entity
 for the period ending: June 30, 2013

12

6/30/2013

THESE STATEMENTS ARE BASED ON PRE-AUDIT FINANCIAL STATEMENTS

ITEM	Explanation
Revenues	
Service Fees from LME Delivered	No budget for these revenues as SMC no longer provides billable services. Small dollars are due to run out/clean up of IPRS issues and Accounts Receivable.
Medicaid Passthrough - 63.29%	Expected passthrough claims submission less than anticipated.
Alexander County - 87.51%	\$5400 in ABC funds budgeted but not received. Funding under review.

Expenditures N/A

Fund Balance N/A

Quarterly Fiscal Monitoring Report - DMHDDSAS

101513 BCC Meeting

LME / MCO NAME:

SMOKY MOUNTAIN CENTER

FOR THE PERIOD ENDING:

7/1/2013

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

0

BUDGET FOR FY 2014

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Basis of Accounting: (check one)	Cash Accrual	(1)	(2)	(3)	(4)	(5)	(6)
			PRIOR YEAR 2012-2013		CURRENT YEAR			ANNUALIZED
			BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)	PERCENTAGE **
REVENUE								
Service Fees from LME-Delivered Services			-	8,601	-	-	-	#DIV/0!
Medicaid Pass Thru			1,575,000	996,859	-	-	-	#DIV/0!
Interest Earned			33,000	50,684	60,000	-	60,000	#DIV/0!
Rental Income			-	-	-	-	-	#DIV/0!
Budgeted Fund Balance * (Detail in Item 4, below)			546,917	-	150,000	-	150,000	#DIV/0!
Other Local			950,920	916,364	599,577	-	599,577	#DIV/0!
Total Local Funds			3,105,837	1,972,508	809,577	-	809,577	#DIV/0!
County Appropriations (by county, includes ABC Funds):								
Alexander County			43,225	37,825	43,225	-	43,225	#DIV/0!
Caldwell County			113,538	118,747	113,538	-	113,538	#DIV/0!
McDowell County			67,856	67,856	67,856	-	67,856	#DIV/0!
Cherokee County			75,000	75,000	75,000	-	75,000	#DIV/0!
Clay County			10,000	10,000	10,000	-	10,000	#DIV/0!
Graham County			6,000	6,177	6,000	-	6,000	#DIV/0!
Haywood County			96,775	98,100	96,775	-	96,775	#DIV/0!
Jackson County			123,081	123,081	123,081	-	123,081	#DIV/0!
Macon County			106,623	106,623	106,623	-	106,623	#DIV/0!
Swain County			30,125	30,324	30,125	-	30,125	#DIV/0!
Ashe County			189,566	189,566	189,566	-	189,566	#DIV/0!
Avery County			89,600	89,600	89,600	-	89,600	#DIV/0!
Alleghany County			109,709	109,709	109,709	-	109,709	#DIV/0!
Watauga County			221,194	221,194	221,194	-	221,194	#DIV/0!
Wilkes County			254,200	265,009	254,200	-	254,200	#DIV/0!
Special Appropriations			-	-	-	-	-	#DIV/0!
Total County Funds			1,536,492	1,548,811	1,536,492	-	1,536,492	#DIV/0!
LME Systems Admin. Funds (Cost Model)			-	-	-	-	-	#DIV/0!
DMH/DD/SAS Administrative Funds (% basis)			3,367,560	3,367,560	2,911,288	-	2,911,288	#DIV/0!
DMH/DD/SAS Risk Reserve Funds (% basis)			485,215	-	-	-	-	#DIV/0!
DMH/DD/SAS Services Funding			26,325,086	26,173,768	24,260,731	-	24,260,731	#DIV/0!
DMA Capitation Funding			119,902,334	121,308,430	127,718,661	-	127,718,661	#DIV/0!
DMA Risk Reserve Funding			2,452,478	2,478,759	2,606,503	-	2,606,503	#DIV/0!
All Other State/Federal Funds			-	-	-	-	-	#DIV/0!
Total State and Federal Funds			152,532,673	153,328,517	157,497,183	-	157,497,183	#DIV/0!
TOTAL REVENUE			157,175,002	156,849,836	159,843,252	-	159,843,252	#DIV/0!
EXPENDITURES:								
System Management/Administration/Care Coordination			22,625,370	15,103,019	22,290,639	-	22,290,639	#DIV/0!
LME Provided Services			1,314,564	1,235,536	1,261,294	-	1,261,294	#DIV/0!
Provider Payments			131,981,140	132,351,670	135,504,803	-	135,504,803	#DIV/0!
Merger Expenses			-	-	-	-	-	#DIV/0!
MCO Start-Up Expenses			-	-	-	-	-	#DIV/0!
All Other			1,253,927	800,746	786,516	-	786,516	#DIV/0!
TOTAL EXPENDITURES			157,175,001	149,490,971	159,843,252	-	159,843,252	#DIV/0!
CHANGE IN CASH BALANCE				7,358,865				
Beginning Unrestricted Fund Balance				5,017,643		11,972,820		
Balance in DMH/DD/SAS Risk Reserve				-		-		
Balance in DMA Risk Reserve				-		-		
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures			7.62%	11,972,820	7.49%	11,972,820		
2. CURRENT CASH POSITION								
			(1) 30 DAYS	(2) 60 DAYS	(3) 90 DAYS	(4) OVER 90 DAYS	(5) TOTAL	Allowance for Uncollectible Receivables
Accounts Payable (Accrual Method)			-	-	-	-	\$ -	
Account Receivable (Accrual Method)			-	-	-	-	\$ -	\$ -
Current Cash in Bank								
3. SERVICE EXCEPTIONS (Provided Based on System Capability)								
Services authorized but not billed			-					
4. DETAIL ON BUDGETED FUND BALANCE								
					Budgeted	Year-to-Date	Balance	%
Payments to Providers							-	#DIV/0!
MCO Start-up Expense							-	#DIV/0!
LME Merger Expense							-	#DIV/0!
Other (List): Legal Fees					150,000		150,000	#DIV/0!
Other (List):							-	#DIV/0!

* 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.





 LME / MCO Director Date: 9/6/13 LME/MCO Finance Officer Date: 9/4/13 Area Board Chair Date: 9-19-13

AGENDA ITEM 10:**FINANCE MATTERS*****B. Proposed Upgrade to Telephone System*****MANAGER'S COMMENTS:**

Ms. Pierce will present for Board consideration telephone equipment upgrades. Staff earmarked funds for Fiscal Year 2014 for the replacement of the telephone equipment for Sanitation and Parks and Recreation. The two department's systems are antiquated and locating replacement parts and servicing the equipment has been difficult. In the initial phase of evaluating the systems, it was determined that the Social Services and Project on Aging telephone system also required replacement.

To replace the Social Services and Project on Aging telephone system would cost an additional \$34,271.94 that was not budgeted. The annual maintenance on this system would be \$3,832.44 and \$1,517.60 for the Parks and Recreation and Sanitation systems. However, with the upgrade to all three phone systems, AT&T has determined that a cost savings of approximately \$6,000 annually could be recognized. Thus, the additional savings would cover the annual maintenance of all three systems. The total cost for the three telephone systems is \$50,008.12 with annual maintenance totaling \$5,350.04. Staff is requesting a contingency of \$3,500 to cover any unanticipated equipment or wiring needs.

Board action is requested to approve AT&T's proposal in the amount of \$50,008.12 for equipment costs, a \$3,500 contingency, and \$5,350.04 for annual maintenance costs with approximately \$34,000 to be appropriated from the administrative contingency to cover the unbudgeted expense.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Telephone equipment upgrade
DATE: October 9, 2013

Below please find a summary proposal for upgrading the telephone systems for the Parks and Recreation complex, the Sanitation offices, DSS and POA. Funds were budgeted for upgrades to the Parks and Recreation and Sanitation systems, however during the review and intervening time concerns were raised on the viability of the systems at DSS and POA. AT&T surveyed all the County systems and notified staff that based on the type and age of the systems, replacement at DSS and POA should be addressed. Over the past 3 years we have worked to upgrade all telephone system for better compatibility and services throughout the County departments. The proposed products are in line with the courthouse complex and LEC systems upgrades. As part of this review, savings of approximately \$6,000 annually with line changes are estimated. These funds will be used for the recurring maintenance costs.

	<u>DSS/POA</u>	<u>PARKS/REC</u>	<u>SANITATION</u>	<u>TOTAL</u>
EQUIPMENT	\$ 40,281.73	\$ 9,559.65	\$ 4,713.60	\$ 54,554.98
DISCOUNT	\$ (15,488.04)	\$ (3,791.51)	\$ (1,895.63)	\$ (21,175.18)
INSTALLATION	\$ 9,222.05	\$ 3,751.70	\$ 2,885.97	\$ 15,859.72
SUPPORT SERVICES	\$ 256.20	\$ 256.20	\$ 256.20	\$ 768.60
TOTAL	\$ 34,271.94	\$ 9,776.04	\$ 5,960.14	\$ 50,008.12

ANNUAL MAINTENANCE	\$ 3,832.44	\$ 1,017.60	\$ 500.00	\$ 5,350.04
--------------------	-------------	-------------	-----------	-------------

Based on the pricing, system evaluation, and meetings with departments to determine their needs, I am recommending AT&T's proposal for three new Avaya systems be accepted and I be authorized to work with AT&T to finalize the details of the agreement to best meet the County's needs. I also request a contingency of \$3,500 be established for this project. Funding is available in the current budget for the telephone system upgrades at Parks and Recreation and Sanitation and Administrative Contingency funds are requested for the DSS/POA upgrade for a total project budget of \$50,008 in onetime costs, \$3,500 contingency and recurring maintenance of \$5,350.

Board approval is requested.

AGENDA ITEM 10:

FINANCE MATTERS

C. Proposed Inmate Insurance Contract Renewal

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will present the contract renewal with Insurance Management Consultants for catastrophic insurance for inmates housed in the County jail. The insurance shields the County from large medical claims that occur while inmates are being housed in the Watauga County Jail.

Board action is requested to approve the contract with Insurance Management Consultants, Inc. for catastrophic insurance coverage in the amount of \$38,170. Adequate funds are available to cover the contracted cost.

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: Inmate Catastrophic Insurance Contract
DATE: October 9, 2013

Attached please find information on the renewal contract from Insurance Management Consultants, Inc for the insurance policy for large medical claims incurred on behalf of inmates in the County's care. The renewal amount is \$38,170 with the \$10,000 deductible. This is a decrease of \$1,716 from last year's premium and funds are available in the current jail budget for this contract. I recommend acceptance of the contract terms.

Board approval is requested for the contract.

CATASTROPHIC INMATE MEDICAL REIMBURSEMENT INSURANCE

Name of Insured: Watauga County Sheriff's Office (NC)
Date: October 7, 2013
Term of Contract: 1 Year, December 1, 2013 December 1, 2014
Insurance Carrier: United HealthCare-OptumHealth (Unimerica Insurance Company)
Inmate Count: 89 Inmates

Coverage Benefits:

Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **\$20,000** ADM for the first three days and **\$12,000** ADM for each day thereafter.

<u>COVERAGE & PREMIUM BASIS:</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Limit of Coverage per Inmate:	\$250,000	\$250,000	\$250,000
Specific Deductible per Inmate:	\$10,000	\$15,000	\$20,000
Current Inmate Population:	89	89	89
Rate per Inmate, Per Month:	\$35.74	\$32.16	\$28.95
Total Estimated Annual Premium	\$38,170	\$34,347	\$30,919

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided and subject to a completed application
- This quotation contains general information and is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over-ride 5%
- This proposal directly reflects commission of 17% (Hunt/Willis 7%; IMCI 10%)
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes valid for 30 days

Hunt Insurance Group, LLC / Willis
 3606 Maclay Boulevard South
 Tallahassee, FL 32312
 (850) 385-3636 • (850) 385-2124 Fax
www.inmatemedicalinsurance.com

Insurance Management Consultants, Inc.
 PO Box 2490, 212 S. Main Street
 Davidson, NC 28036-2490
 (800) 317-6878 • (704) 799-2955 Fax

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AGENDA ITEM 11:

**DISCUSSION REGARDING PENDING CHANGES TO THE SMOKY MOUNTAIN LOCAL
MANAGEMENT ENTITY (LME) BOARD**

MANAGER'S COMMENTS:

Time has been allotted to allow for discussion regarding pending changes to the Smoky Mountain LME Board.

DRAFT

A RESOLUTION URGING THE NC DEPARTMENT OF HEALTH AND HUMAN SERVICES, THE NC GENERAL ASSEMBLY AND THE GOVERNOR, TO DELAY, REVISIT AND REVISE THE REQUIREMENTS CONCERNING THE GOVERNANCE AND APPOINTMENT OF ELECTED COUNTY OFFICIALS AS BOARD MEMBERS TO THE SMOKY MOUNTAIN LME/MCO BOARD OF DIRECTORS

WHEREAS, Senate Bill 191 has been approved and passed into law in the waning hours of the 2011-2012 Session of the General Assembly of North Carolina; and

WHEREAS, this new law does not provide counties the flexibility and oversight for fiscal control of their regional LME/MCO even though counties are still required to fund a major portion of the cost of this system, and further hinders our counties from providing needed communication and oversight in terms of services, and special needs in their respective jurisdictions; and

WHEREAS, member counties of the Smoky Mountain LME/MCO provide over two million dollars each year from local resources to help pay for the operation and services rendered by this organization plus countless resources to provide support to deal with mental health issues in our own jurisdictions; and

WHEREAS, our elected County Commissioners, stewards of the public trust, and providers of a vast number of Human Services programs, have been all but excluded in the revised makeup of the new governance requirements as set forth by the General Assembly; and

WHEREAS, the new membership rules for LME's/MCO's limit the required designation of only one voting County Commissioner from the twenty three participating counties, and limits the total membership to twenty one members with most of the members having to be representative of specific occupations or groups; and

WHEREAS, the current proposal would form an advisory board of County Commissioners with no voting power and no authority concerning financial affairs and programs covered by the LME/MCO; and

WHEREAS, these new rules have to be complied with and members appointed to the LME/MCO Board by October 2013 or the LME/MCO and its member counties face penalties from the state of North Carolina; and

WHEREAS, the General Assembly has the authority and responsibility to review and modify these Legislative requirements, understanding that counties and the state have a vested interest and obligation to provide adequate mental health services and oversight to our citizens in a responsible and realistic way; and

WHEREAS in a recent meeting involving all seven counties in Region A the consensus was to formally approve a request to delay implementation of these new governance rules until more study and consideration could be given to improving the structure to allow more direct input and financial control by local elected officials.

NOW, THEREFORE, BE IT RESOLVED that Watauga County hereby joins the other counties within the Smoky Mountain LME/MCO in adopting this resolution requesting that the Governor, the North Carolina Department of Health and Human Services and the North Carolina General Assembly accept input from our membership and delay the implementation of the current governance requirements until consideration can be given to a requirement that every county in our LME/MCO be allowed to have at least one elected County Commissioner serving as a voting member of the Board of Directors of our new Smoky Mountain Center LME/MCO; and

BE IT FURTHER RESOLVED that copies of this resolution be sent to the Governor, the Secretary of Health and Human Services, the House and Senate leadership of the North Carolina General Assembly, and members of our local delegation to the House of Representatives and Senate.

ADOPTED this is the 15th day of October, 2013.

Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance

MANAGER'S COMMENTS:

Renewal rates have been received for medical, dental, and life insurance benefits. The initial renewal received from BCBS for medical insurance was a 15.67% increase. Staff provided additional claims information when the County was with CIGNA that help to provide a longer history of the County's claims. The additional claims information afforded the County a reduction of 9.34% for a final rate increase of 6.33%. CIGNA refused to quote. The Affordable Care Act equated to 3.2% of the 6.33% increase so the actual increase associated to the County's claims was 3.13% which is well below medical trend. Staff believes the change from a traditional plan to the HSA model adopted two years ago by the Board is paying off by employees being smarter consumers of healthcare services. In addition, staff will be reviewing the potential of changing the HSA banking relation to a local bank in the coming year. This change would benefit employees in that they would have a local relationship and provide more flexibility in managing their account.

In reference to dental and life insurance, the County in the final year of a two year rate lock for dental and the third year of a three year rate lock for life insurance with Lincoln Financial Group. Both dental and life insurance bids were solicited with no offers received that were competitive with Lincoln's renewal rates. The initial rate increase for dental was a twenty-four percent (24%) increase. Staff was able to negotiate a ten percent (10%) increase for a two year period. In reference to life insurance, staff was able to secure a two (2) year rate lock with no increase in premiums.

After negotiations with current and prospective providers, staff recommends Blue Cross Blue Shield for the County's medical plan and for the County to fund \$1,000 into each employee's HSA account. In addition, staff recommends continuing with Lincoln Financial Group as the County's provider for dental and life insurance. Adequate funds have been budgeted to cover the renewal rates.



Watagua County

		Current BCBSNC		Renewal BCBS		Option 2 BCBSNC	
Rates	Counts						
Single	261	\$494.11		\$571.53		\$525.42	
Employee + Spouse	8	\$1,085.91		\$1,220.93		\$1,122.03	
Employee + Children	4	\$875.42		\$798.96		\$780.10	
Family	1	\$1,509.85		\$1,736.20		\$1,595.22	
Estimated Annual Premium		\$1,711,938		\$1,966,426		\$1,809,918	
Percentage Change		0.00%		14.87%		5.72%	
Dollar Change		\$0		\$254,487		\$97,980	
Deductible		⋮		⋮		⋮	
Individual		\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family		\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance		100%	70%	100%	70%	100%	70%
Out-of-Pocket Maximum		⋮		⋮		⋮	
Individual		\$2,500	\$6,250	\$2,500	\$6,250	\$2,500	\$6,250
Family		\$5,000	\$12,500	\$5,000	\$12,500	\$5,000	\$12,500
Outpatient Services		Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins
Inpatient Services		Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins
Emergency Room		Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins
Urgent Care		Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins
Office Visit		Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins	Ded/Coins
Preventative Care		100%	N/A	100%	N/A	100%	N/A
Prescription Drugs		⋮		⋮		⋮	
Generic		Ded/Coins	Ded/Coins	Ded/Coins	Ded/coins	Ded/Coins	Ded/Coins
Preferred Brand		Ded/Coins	Ded/Coins	Ded/Coins	Ded/coins	Ded/Coins	Ded/Coins
Non-Preferred Brand		Ded/Coins	Ded/Coins	Ded/Coins	Ded/coins	Ded/Coins	Ded/Coins

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Request to Appoint Dr. John Stanton as Medical Director

MANAGER'S COMMENTS:

Dr. Tara Connelly is moving from Watauga County and is therefore resigning as Medical Director of the Watauga County Emergency Medical Services Plan. Dr. John Stanton is recommended by staff and Watauga Medics to be appointed as the new Medical Director, effective November 1, 2013. If so approved, a contract will be negotiated with Dr. Stanton and presented to you at a future meeting.

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Amendment to the Republic Services of North Carolina, LLC, Contract*****MANAGER'S COMMENTS:**

The contract with Republic Services (GDS) is scheduled to expire April 1, 2014. The contract is for transportation and disposal of the County's residential and commercial refuse. Should the County terminate the contract a 120 day notice is required.

The initial renewal from Republic was to remain at the current rate of \$41.42 per ton which is adjusted yearly based on the CPI with no changes to the contract. In the first round of negotiations staff was able to receive a waiving of the CPI increase for one year. Upon continued discussions Republic conceded the waving of the CPI increase and a \$0.75 reduction in the disposal fee for a new rate of \$40.67 per ton. Final negotiations yielded a \$1.00 reduction in the disposal fee for a new rate of \$40.42 per ton and the waiving of the CPI for the first year of the contract.

Vendor	Cost per Ton	Fuel Surcharge
Allied Waste Concord, NC 28027	\$52.00 + \$2.00 NC State Tax	Yes
Allied Waste Church Hill, TN 37642	\$47.70 + \$2.00 NC State Tax	Yes
Republic Services of NC - GDS Hickory, NC 28603	\$37.64 + \$2.00 NC State Tax	\$3.98 to \$4.059 1% +/- for each .08
Waste Management Iris Glen, TN 37601	\$44.54 + \$2.00 NC State Tax	Yes

The amendment would extend the contract with Republic Services for five (5) years from April 1, 2014 through March 31, 2019 with five (5) year extensions granted if both parties agree. Based on the previous bids received in 2008 and the concessions that staff were able to obtain from Republic Services, staff would recommend, contingent upon County Attorney review, the Board adopt the proposed amendment as presented.

Staff requests Board action.

**SECOND AMENDMENT TO TRANSPORTATION AND DISPOSAL
AGREEMENT**

This Second Amendment to the Transportation and Disposal Agreement, made this _____ day of October, 2013 by and between Watauga County (hereinafter referred to as the “County”) and Republic Services of North Carolina, LLC (hereinafter referred to as “Republic”).

WITNESSETH:

Whereas, the County and Republic entered into a Transportation and Disposal Agreement on November 18, 2008 and amended March 4, 2009; and

Whereas, the County and Republic desire to extend and amend the Agreement;

Now, therefore, effective April 1, 2014 the Agreement is extended and amended as follows:

1. The term of the Agreement is extended for a five year period beginning April 1, 2014 and ending March 31, 2019. Thereafter, the Agreement may be extended for an additional five year term upon the mutual consent of the County and Republic.

2. Section 3.01 Disposal Fees is amended to read:

3.01 Effective April 1, 2014, the County shall pay Republic disposal fees of \$40.42 per Ton for the transportation of Waste from the Transfer Station to the Disposal Facility and the disposal of Waste at the Disposal Facility, plus any (i) Fees and Taxes and (ii) increased operational costs or expenses incurred by Republic caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws or regulations, whether imposed retroactively or prospectively (such amount as adjusted by (i) and (ii) is referred to herein as the “Disposal Fees”). The Disposal Fees, specified in this Section 3 shall be adjusted to increase in accordance with the CPI as follows: effective on July 1 of each year during the Term (commencing on July 1, 2015), the Disposal Fees shall be adjusted to reflect the change in the Consumer Price Index. For the purposes of this Agreement, the CPI shall mean the CPI for All Urban Consumers, South-Size Class D, all items, as issued by the Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of April of the current year to the CPI of April of the previous year. The term “Disposal Fees” as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The parties hereto agree that the Disposal Fees only apply to Waste delivered to the Disposal Facility if such Waste is collected from the Transfer Station and delivered to the Disposal Facility by long-haul transfer trailers.

3. All other terms of the Agreement and first Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed in its name and behalf by its duly authorized representative.

WATAUGA COUNTY

REPUBLIC SERVICES OF NC, LLC

By: _____

by: _____

Vice-President

Attest: _____

Attest: _____

TRANSPORTATION AND DISPOSAL AGREEMENT

THIS TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of this 18th day of November, 2008 by and between the County of Watauga, a political subdivision, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "County"), and Republic Services of North Carolina, LLC, a North Carolina limited liability company, (hereinafter referred to as "Republic").

RECITALS

WHEREAS, the County owns the Transfer Station (as defined below);

WHEREAS, the County has a need for certain waste delivered to the Transfer Station to be transported and disposed of in a disposal facility;

WHEREAS, the County issued a Request for Proposals for Hauling and Disposal Services for Solid Waste with responses due September 5, 2008;

WHEREAS, Republic is a provider of solid waste transportation and disposal services and operates a disposal facility, and Republic responded to the County's Request for Proposals;

WHEREAS, the County, after evaluating responses to its Request for Proposals, selected Republic to transport and dispose of certain waste delivered to the Transfer Station upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended, and shall additionally include successors, designees, and assigns.

(b) "Agreement" means this Transportation and Disposal Agreement between Republic and the County, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.

(c) "County Area" means the geographic jurisdiction of the County and each municipality within the County.

(d) “Disposal Facility” means the disposal facility known as the Foothills Environmental landfill, located at 2800 Cheraw Road, Lenoir, North Carolina, and operated by Republic, or its Affiliate, as of the Effective Date hereof or any other disposal facility designated by Republic.

(e) “Effective Date” means April 9, 2009.

(f) “Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

(g) “Fees and Taxes” means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the acceptance, transportation, or disposal of Waste which are imposed on the Disposal Facility or Republic by law, ordinance, rule, regulation and/or agreement with a governmental authority at any time during the term of this Agreement, whether imposed retroactively or prospectively as such may be increased from time to time.

(h) “Force Majeure” means any event relied upon by Republic as justification for delay in or excuse from complying with any obligation required of Republic under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Disposal Facility with respect to the acceptance, transportation and/or disposal of Waste; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept, transport and/or dispose of Waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance, transport and/or disposal of Waste; or (vi) the failure of Republic to obtain an expansion of the Disposal Facility for the acceptance and disposal of waste.

(i) “Hazardous Materials” means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws.

The term “Hazardous Materials” also includes Hazardous Waste and any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(j) “Hazardous Waste” means any waste regulated under or pursuant to any Environmental Laws. The term “Hazardous Waste” also includes any waste that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) “Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands or subsurface strata.

(l) “Special Waste” means non-hazardous waste that requires special handling or management due to its composition or volume. All such waste must comply with Republic’s Special Waste procedures prior to acceptance.

(m) “Ton” means 2,000 pounds.

(n) “Transfer Station” means the transfer station owned by the County and located at 336 Landfill Road, Boone, North Carolina.

(o) “Unacceptable Waste” means any and all solid waste which the Disposal Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, yard waste, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by local, state, or federal law, or in the reasonable discretion of Republic, to be dangerous or threatening to human health or the environment, to the transport of Waste, or to the operations conducted at the Disposal Facility.

(p) “Waste” means any and all non-hazardous solid waste, including construction and demolition materials but excluding Unacceptable Waste, transported from the Transfer Station and delivered to the Disposal Facility by Republic on behalf of the County which Republic is authorized to transport and which the Disposal Facility is authorized to accept pursuant to its permits and licenses in existence at such time.

2. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue through March 31, 2014, and this Agreement shall automatically renew for one additional five (5) year renewal period unless either party provides written notice of nonrenewal to the other party no later than one hundred twenty (120) days prior to the end of the initial term. All references herein to the “Term” of this Agreement include the renewal period.

3. Disposal Fees.

3.01 The County shall pay Republic disposal fees of \$37.64 per Ton for the transportation of Waste from the Transfer Station to the Disposal Facility and the disposal of Waste at the Disposal Facility, plus any (i) Fees and Taxes and (ii) increased operational costs or expenses incurred by Republic caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws or regulations, whether imposed retroactively or prospectively (such amount as adjusted by (i) and (ii) is referred to herein as the "Disposal Fees"). The Disposal Fees, specified in this Section 3 shall be adjusted to increase in accordance with the CPI as follows: effective on July 1 of each year during the Term (commencing on July 1, 2010), the Disposal Fees shall be adjusted to reflect the change in the Consumer Price Index. For the purposes of this Agreement, the CPI shall mean the CPI for All Urban Consumers, South-Size Class D, all items, as issued by the Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of April of the current year to the CPI of April of the previous year. The term "Disposal Fees" as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The parties hereto agree that the Disposal Fees only apply to Waste delivered to the Disposal Facility if such Waste is collected from the Transfer Station and delivered to the Disposal Facility by long-haul transfer trailers.

3.02 The Disposal Fee is based upon diesel fuel cost within a range of \$3.98 to \$4.059 per gallon. Each \$0.08 increase or decrease above or below this range will result in a fuel surcharge or credit per ton equal to 1% of the Disposal Fee. Charges or credits will be determined based on the Department of Energy published price for the Lower Atlantic Region. The price posted on the last Monday of each month shall be used to determine the fuel surcharge or credit applicable for the upcoming month's billing.

3.03 The Disposal Fee is also based on a minimum monthly average load weight of Waste transported from the Transfer Station hereunder of 19 tons. If the monthly average load is less than 19 tons, the parties agree that all of the loads for that month will be billed at 19 tons. Republic or its subcontractor may request to haul a load less than 19 tons for trailer logistical purposes, and in such event, such load would be disregarded in calculating the average load weight for purposes under this Section 3.03.

3.04 If Republic performs disposal services outside its regular business hours or any additional services due to special circumstances concerning the services hereunder not caused by Republic (including, without limitation, as requested by the County), Republic may adjust the Disposal Fees to offset the additional costs in performing such services.

3.05 Republic shall send the County an invoice for the Disposal Fees. The County shall pay Republic the full amount within twenty-five (25) days of receipt of the invoice. Unpaid invoices shall carry interest at the lesser of (i) of one and one half percent (1.5%) per month or (ii) the maximum amount permitted under applicable law. The obligations of the County to pay the Disposal Fees and other amounts payable hereunder shall be absolute and unconditional. In the event that the County fails to timely pay any outstanding amount that is not being contested by the County in good faith, Republic may, in addition to any other remedies

available to Republic, suspend the County's right of transport and disposal of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement, by giving thirty (30) days written notice to the County.

3.06 In the event that (i) any Waste requires special handling or management due to its composition or volume or (ii) Republic agrees to dispose of any Unacceptable Waste, the County and Republic shall determine in advance, on a case by case basis, the charge to the County for Republic's transportation and disposal of such wastes. Payment for such transportation and disposal shall be upon the same terms as the payment of other Disposal Fees.

4. Delivery and Acceptance of Waste.

4.01 The County agrees that all of the Waste delivered to the Transfer Station shall be loaded by the County onto Republic's transportation vehicles and transported and delivered by Republic to the Disposal Facility.

4.02 Republic shall have the right to weigh all vehicles delivering Waste to the Disposal Facility. At any time, Republic or the County may confirm the tare weight of any vehicle delivering Waste to the Disposal Facility on behalf of the County.

4.03 The County acknowledges that Republic intends to reject waste that, in Republic's sole determination, would be in violation of this Agreement, Republic's then existing licenses or permits, or would result in a violation of applicable federal, state or local laws, statutes, orders, rules, regulations or ordinances. The operator of the Transfer Station shall visually inspect Waste delivered to the Transfer Station. If, following Republic's acceptance of a load of waste hereunder, Republic determines that Unacceptable Waste has been loaded onto its vehicles or included in such waste, Republic shall provide telephonic notice to the County as soon as reasonably practicable to the County manager or his designee (who has been so designated in writing to Republic) of such Unacceptable Waste, and Republic shall provide written follow-up notice to the County manager of such Unacceptable Waste within two (2) business days after the date of such determination. Republic can reject such waste at any time during the execution of services under this Agreement, including after such waste has been delivered to the Disposal Facility.

4.04 Ownership of Waste delivered to the Disposal Facility on behalf of the County shall pass to and be accepted by Republic when the vehicle transporting the Waste leaves the Transfer Station. Ownership of Unacceptable Waste loaded onto Republic's vehicles or delivered to the Disposal Facility by or on behalf of the County shall not pass to Republic at any time unless Republic agrees in writing in advance to accept such Unacceptable Waste.

4.05 Republic may detain and inspect the contents of all vehicles delivering Waste on behalf of the County that are delivering Waste to the Disposal Facility.

4.06 The County shall not load onto Republic's vehicles Unacceptable Waste or cause Unacceptable Waste to be delivered or disposed of at the Disposal Facility. If any Unacceptable Waste is loaded onto Republic's vehicles or delivered to the Disposal Facility by

or on behalf of the County, Republic shall have the right to refuse or reject such waste or, if not detected prior to loading onto Republic's vehicles or acceptance at the Disposal Facility, Republic may remove such waste and assure its proper disposal, all at the County's expense, which expense the County agrees to promptly pay upon presentation by Republic of an invoice setting forth the actual costs in reasonable detail.

4.07 If Republic's trucks receive Unacceptable Waste at the Transfer Station, or deliver such waste to the Disposal Facility, and that delivery disrupts or otherwise affects the normal operations of the transportation of Waste or the Disposal Facility, or if Republic incurs any liabilities, obligations, costs, expenses (including reasonable attorneys' fees and costs) or damages as a result of the transportation or delivery of such waste, the County shall be liable to Republic, and upon presentation by Republic of an accounting in reasonable detail, the County shall promptly pay, perform and discharge Republic for and indemnify and hold Republic harmless against all such liabilities, obligations, costs, expenses or damages that Republic incurs as a result of the transportation or delivery of Unacceptable Waste.

4.08 In addition to other remedies provided in this Agreement, Republic may suspend the services it is required to provide pursuant to this Agreement and/or terminate this Agreement upon repeated loadings or deliveries or the one-time intentional loading or delivery of Unacceptable Waste by the County, as such are determined by Republic. In such event, Republic shall notify the County in writing of its intention to suspend services and/or terminate this Agreement, and such suspension and/or termination shall become effective one hundred twenty (120) days following delivery of such notice (provided, however, if during such one hundred twenty (120) day period, Unacceptable Waste is loaded or delivered to Republic, then Republic may suspend and/or terminate this Agreement immediately).

4.09 Republic shall only be responsible for transportation of Waste from the Transfer Station to the Disposal Facility. Republic shall not be responsible or liable for any other transportation, including redelivery to the County, of any waste, including Unacceptable Waste. Republic may, in its sole discretion, deem a violation by the County of any applicable law, statutes, ordinances, rules, regulations, or orders relating to the transportation and handling of solid waste a breach of this Agreement.

4.10 Republic agrees to comply in all material respects with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders concerning the transportation and handling of solid waste.

4.11 Republic shall be responsible for any and all injuries, damages, fines, including, without limitation, over weight penalties or losses arising directly or indirectly from or connected in any manner with overloaded tractors and trailers. Notwithstanding the foregoing, Republic shall not be liable for damage to driveways, parking areas, loading areas, or other surfaces at the Transfer Station that results from the weight of Republic's vehicles. Republic shall also be responsible for tarping and untarping the trailers upon receipt and disposal of Waste and shall not negligently allow any Waste to fall out of its trailers during the hauling and transportation of Waste to and from the Disposal Facility. The County shall be responsible for damage to Republic's trailers, including damage to trailers belonging to any of Republic's

subcontractors, resulting from negligent or willful acts or omissions of the County or any of its officers or employees.

4.12 The County shall operate the Transfer Station during the following hours: Monday through Friday – 8:00 AM to 4:30 PM and Saturday – 8:00 AM to 12:00 PM, excluding holidays as established by the County. If it should become necessary for the County to operate additional hours due to Republic's inability to transport the Waste in a timely manner, Republic will reimburse the County for the cost of the overtime as calculated by the County. If at any time the County has to leave Waste on the tipping floor overnight due to Republic's inability to transport the Waste in a timely manner on the terms and conditions of this Agreement, Republic shall pay the County a penalty of \$500.00 a day (subject in all cases to the terms and conditions of this Agreement (including, without limitation, Section 5)). The County may deduct such penalty against the invoice for such applicable month. Republic would also be responsible for any fines levied against the County by the State as a result of its inability to transport such Waste, subject in all cases to the terms and conditions of this Agreement (including, without limitation, Section 5).

4.13 Republic shall have the right, in its sole discretion, to subcontract the transportation of Waste from the Transfer Station to the Disposal Facility without the consent of the County. Republic shall continue to be responsible for its transportation obligations in the event transportation of waste is subcontracted. Republic, and not the County, shall be liable for any obligations between Republic and any subcontractor.

4.14 If, during the Term, an employee of Republic knowingly delivers to the Transfer Station waste from outside of the County, then Republic shall pay to the County a penalty of \$1,000 per occurrence plus the amount of any tipping fees that would have been charged.

4.15 If, in connection with Republic's residential and commercial waste collection within the County during the Term, if an employee of Republic knowingly delivers commercial waste to the Transfer Station and represents that it is residential waste, then Republic shall pay to the County a penalty of \$1,000 per occurrence plus the amount of any tipping fees that would have been charged.

5. Suspension and/or Termination. In the event of an event of Force Majeure, either party hereunder may suspend its obligations hereunder and such party shall not have any liability to the other party due to such Force Majeure or such suspension. It is mutually understood and agreed that the obligation of Republic to transport and dispose of Waste for the Disposal Fees provided in Section 3, as adjusted, for a period of not less than sixty (60) months is fixed and non-terminable, provided, however, that Republic may terminate this Agreement upon (i) an event of Force Majeure which continues unabated for a period of thirty (30) days and which, in Republic's reasonable discretion, renders the transportation of Waste or operation or maintenance of the Disposal Facility infeasible for any reason; or (ii) any breach or default of this Agreement by the County, pursuant to Section 11 hereof.

6. Covenants, Representations and Warranties of the County. The County agrees and represents and warrants to Republic as follows:

6.01 Existence and Good Standing. The County is (and will continue to be throughout the term hereof) validly existing as a political subdivision and is in good standing under the laws of the State of North Carolina.

6.02 Approval and Authorization. The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various and other enabling sections of the North Carolina General Statutes. The Board has duly authorized and the applicable North Carolina statutes so authorize the following: the execution and delivery of this Agreement, the County's performance of all of its duties and obligations contained herein, the County's collection of all necessary fees and charges, the County's making of all necessary expenditures, and the County's taking of all other necessary actions to meet these obligations, including, but not limited to, to the extent allowed by law and the North Carolina and United States Constitutions, and adopting solid waste management plans. This Agreement constitutes a valid and legally binding obligation of the County during the term of this Agreement, is binding upon all future Boards, and is enforceable in accordance with its terms.

6.03 No Litigation. There is no action, suit, or proceeding pending or, to the best of County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

6.04 Non-discretionary Functions. This Agreement pertains solely to non-discretionary, proprietary functions. The County's continuing obligations under this Agreement bind all future County Boards or other governing bodies, during the term of this Agreement, to make all necessary appropriations and take all necessary actions to meet these obligations.

6.05 County Support. The County fully supports the operation of the Transfer Station and the transport and disposal by Republic of Waste at the Disposal Facility and is committed to fully supporting the performance of this Agreement.

6.06 Covenant for Delivery of Waste. The County covenants and agrees that it will use its best efforts to deliver or cause to be delivered all Waste generated, entering into or otherwise collected within the County Area to the Transfer Station (excluding land clearing inert debris), all for transport by Republic from the Transfer Station to the Disposal Facility hereunder. To the extent necessary to fulfill this covenant, the County will adopt all necessary solid waste management plans. To the extent allowed by law and consistent with the Constitutions of North Carolina and the United States, the County, shall: (i) exclusively use the Transfer Station and the Disposal Facility for disposal of all Waste generated from within the County; (ii) not contract with any other Person for services which are the same or similar to those provided by Republic in this Agreement; and (iii) not establish or operate a solid waste management facility within the County Area offering the same or similar services as those

provided by Republic in this Agreement; provided, however, that nothing herein shall prevent the County and municipalities within the County from implementing waste recycling and waste reduction programs.

7. Covenants, Representations and Warranties of Republic. Republic represents and warrants as follows:

7.01 Existence and Good Standing. Republic is duly organized under the laws of North Carolina and will continue to be, throughout the term hereof validly existing in good standing under the laws of the State of North Carolina.

7.02 Approval and Authorization. Republic has all requisite power and authority to enter into and fully perform this Agreement. Republic's execution and delivery of this Agreement and Republic's performance of all of their duties and obligations contained herein have been duly authorized by all necessary action on the part of Republic, and this agreement of Republic is enforceable against Republic in accordance with its terms.

7.03 No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of Republic, threatened against or affecting Republic, or any of its affiliates, at law or in equity or before or by any federal, state, municipal, or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein.

7.04 Compliance with Laws. Republic covenants and agrees that, in the operation of the Disposal Facility, Republic will comply, in all material respects, with any and all federal, state, and local laws, including all Environmental Laws applicable to Republic concerning the operation of the Disposal Facility subject to Republic's right to contest in good faith the interpretation, application and enforcement of any such laws.

8. Indemnification.

8.01 Indemnification by Republic. Republic agrees to indemnify and save harmless the County, its officers and employees from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, damages, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys fees including any of the preceding relating to liability under the Environmental Laws or to investigation and cleanup under the Environmental Laws) ("Indemnified Costs"), arising out of or in connection with Republic's negligent performance of this Agreement; provided, however, that Republic shall not indemnify the County or any of its officers or employees from any Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of the County or any of its officers, employees, agents or contractors, or any breach by the County of any agreement, representation or warranty of the County contained in this Agreement. The indemnity obligation of Republic under this Section 8.01 shall survive the expiration or termination of this Agreement, for any reason whatsoever, subject to any applicable statute of limitation.

8.02 Indemnification by the County. The County agrees to indemnify, defend and save harmless Republic, its officers and employees, from any Indemnified Costs caused by or resulting from any negligent or willful act or omission of the County, its officers, employees, agents or contractors, or resulting from the breach by the County of any of the agreements, representations, or warranties of the County contained in this Agreement; provided, however, that the County shall not indemnify Republic from Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of Republic, its officers, employees, agents or contractors including, without limitation, any such act or omission in connection with Republic's transport and disposal of Waste, or any breach by Republic of any agreement, representation or warranty of Republic contained in this Agreement. The indemnity obligations of the County under this Section 9.02 shall survive the expiration or termination of this Agreement for any reason whatsoever, subject to any applicable statute of limitation. The County agrees not to contest by action or defense the enforceability of its indemnity obligations herein.

9. Insurance. Republic shall at all times, during the term of this Agreement, maintain in full force and effect coverage in the amounts shown below. Before commencement of work hereunder, Republic agrees to furnish the County certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations: "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to Watauga County."

For purposes of this Agreement, Republic shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Bodily Injury Liability (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automotive Bodily Injury Liability	\$1,000,000 each person \$3,000,000 each occurrence
Automotive Property Damage Liability	\$1,000,000 each occurrence

Excess Property and

Accident Liability \$3,000,000 each occurrence

10. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile transmission, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Republic:

Area President
 Republic Services of North Carolina, LLC
 Post Office Box 2943
 Hickory, NC 28603
 Telefax No. (828) 464-6922

With copies to:

Republic Services, Inc.
 110 Southeast 6th Street
 28th Floor
 Fort Lauderdale, FL 33301
 ATTN: General Counsel
 Telefax No. (954) 769-6411

To the County:

Watauga County
 814 West King Street, Suite 205
 Boone, NC 28607-3525
 ATTN: County Manager
 Telefax No. (828) 264-3230

11. Default; Remedies.

11.01 Breaches. A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

11.02 Events of Default. An event of default shall include, but not be limited to, the following:

(a) Republic voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law; (ii) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition; (iii) applying for or consenting to the appointment of a receiver, trustee, custodian, sequestrator or similar official for a substantial part of its property; (iv) filing an answer admitting the material allegations of a petition filed against it in any such proceeding; or (v) making a general assignment for the benefit of creditors;

(b) the commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (i) relief in respect of Republic, or of a substantial part of Republic's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law, which petition shall remain undismissed for 120 days; (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for Republic or for a substantial part of Republic's property and such petition shall continue undismissed for 120 days; or (iii) an order or decree approving or ordering any of the foregoing shall continue and stay in effect for 60 days;

(c) a breach of this Agreement by Republic or the County, which breach is not cured pursuant to Section 11.03 hereof;

(d) failure to maintain the insurance required under Section 10. Notwithstanding any other provision, the County may terminate this Agreement if Republic does not reinstate coverage within fifteen (15) days after receipt of written notice from the County; or

(e) failure of the County to fulfill its cooperation obligations in Section 12.

(f) failure of Republic to transport the waste in a timely manner, as discussed in Section 4.12

11.03 Obligation to Cure Breaches. Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within 30 days of receipt of written notice from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which reasonably be expected to lead to a curing of the breach (the 30-day period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that if any party to this Agreement fails to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within 15 days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment was due.

11.04 Remedies for Default.

(a) In the event of a default under this Agreement, the non-defaulting party shall, upon 5 days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sums due which become due to the defaulting party under this Agreement. In any event, such costs shall be considered Indemnified Costs. The non-defaulting party shall use its commercially reasonable efforts to employ an economically reasonable method of curing any such default.

(b) If an event of default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the

breaching party under this Agreement; and/or (ii) suspended services provided pursuant to this agreement or terminate this Agreement.

(c) Notwithstanding any other provision in this Section in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 120 days prior written notice of termination to the defaulting party, provided, however, that (i) only 60 days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement, and (ii) termination is effective upon the County's receipt of notice where the default is the repeated or one-time intentional loading or delivery of Unacceptable Waste, as provided in Section 4.08. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured within 90 days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect. Provided, however, that there shall be no cure for repeated violations of the same or similar nature which have been the subject of default and cure in the past.

(d) Subject to the terms and conditions of Section 11 hereof, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.

12. County Cooperation In Maintaining Waste Disposal. The County shall fully and actively support the transport of Waste from the Transfer Station and disposal of Waste at the Disposal Facility, cooperate fully with Republic in order to assist Republic in maintaining approvals and permits for such transport and disposal that are contemplated by this Agreement (including, without limitation, cooperation related to permits and Facility Plan amendments), and shall supply to Republic in a timely manner such information as Republic may reasonably request which is necessary or useful to Republic in fulfilling such obligations and which the County has in its possession or control.

13. Independent Contractor; No Agency. Republic will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of Republic nor empowered or authorized to obligate Republic in any way.

14. Assignment. Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld, provided, however, for purposes of this section, neither the transfer or assignment of this Agreement to corporate affiliates of Republic, nor the change of control of Republic, will be deemed an assignment, transfer or delegation.

15. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable in any respect, such invalidity, illegality, unconstitutionality or unenforceability shall not affect

any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, unconstitutional or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

17. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Specifically, this Agreement shall bind the successors and assigns of the County, including, but not limited to, any transferee of the Transfer Station, as if such successors and assigns had executed this Agreement on the date hereof, and such shall inure to the benefit of Republic and its successors and assigns.

18. Construction. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms “herein”, “hereunder”, “hereto”, “hereof” and any similar terms, shall refer to this Agreement the term “heretofore” shall mean before the date of adoption of this Agreement; and the term “hereafter” shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

19. Entire Agreement. This Agreement constitutes the entire understanding between the County and Republic, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

20. Counterparts. This Agreement may be executed in two counterparts, each of which will be considered an original.

21. Court Jurisdiction. The parties mutually consent and agree that the court of competent jurisdiction with respect to any legal actions related to this Agreement shall be the United States District Court for the Western District of North Carolina.

[Signature page to follow]

IN WITNESS WHEREOF, the County and Republic have caused their respective duly authorized officers or representatives to execute this Agreement, as of the day and year first above written.

ATTEST:

WATAUGA COUNTY, NORTH CAROLINA

By: *Quita Page*
Clerk to the Board

By: *Janner Deal*
Chairman

[Seal]

APPROVED AS TO FORM:

By: *Friday S. Bent*
County Attorney

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

12/4/08 *Donn Spores*
Date Finance Director

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

By: *Mrs. Anna*
County Finance Officer

ATTEST:

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: *William Allen*

By: *Drew Isenhour*
Name: Drew Isenhour
Title: Area President

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AMENDMENT TO
TRANSPORTATION AND DISPOSAL
AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, made this 4th day of March, 2009 by and between Watauga County, a body politic of the State of North Carolina ("County"), and Republic Services of North Carolina, LLC ("Republic").

WITNESSETH:

Whereas, Republic has been engaged in the hauling and disposing of solid waste for its customers at the County transfer station; and

Whereas, on or about November 18, 2008, the parties hereto entered into a Transportation and Disposal Agreement (the "Agreement") for the hauling and disposal services of the County's solid waste; and

Whereas, the parties acknowledge that the County may have been entitled to some billing credit for previous waste disposed of by Republic; and

Whereas, in order to resolve any issues regarding the County's right to receive billing credit, the parties have agreed to amend the terms of the Agreement as set forth below.

NOW, THEREFORE, effective immediately, the parties hereto consent to amend Paragraph 3, Section 3.01 of the Agreement so that as amended Paragraph 3, Section 3.01 shall read in its entirety as follows:

3. The County shall pay Republic disposal fees of \$37.14 per Ton for the transportation of Waste from the Transfer Station to the Disposal Facility and the disposal of Waste at the Disposal Facility, plus any (i) Fees and Taxes and (ii) increased operational costs or expenses incurred by Republic caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws or regulations, whether imposed retroactively or prospectively (such amount as adjusted by (i) and (ii) is referred to herein as the "Disposal Fees"). The Disposal Fees, specified in this Section 3 shall be adjusted to increase in accordance with the CPI as follows: Effective on July 1, of each year during the Term (commencing on July 1, 2010), the Disposal Fees shall be adjusted to reflect the change in the Consumer Price Index. For the purposes of this Agreement, the CPI shall mean the CPI for ALL Urban

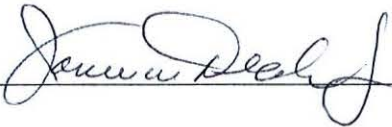
Consumers, South Size Class D, all items , as issued by the Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of April of the current year to the CPI of April of the previous year. The term "Disposal Fees" as used in the Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The parties hereto agree that the Disposal Fees only apply to Waste delivered to the Disposal Facility if such Waste is collected from the Transfer Station and delivered to the Disposal Facility by long-haul transfer trailers.

All other terms of the November 18, 2009 Agreement shall remain in full force and effect.

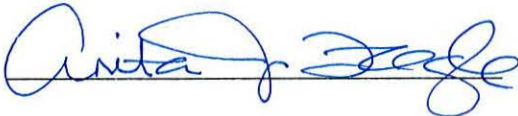
The parties hereto acknowledge and agree that all issues regarding the County's claim for billing credits as of the date of this Amendment are resolved.

IN WITNESS WHEREOF each party hereto has caused this Amendment to be executed in its name and behalf by its duly authorized representative.

WATAUGA COUNTY, a body politic of the State of North Carolina:

By:  (SEAL)

ATTEST:



SEAL

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By:  (SEAL)
Member [] Manager []

ATTEST:



SEAL

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Proposed Amendments to the following NC Department of Cultural Resources' Records Retention and Disposition Schedules:

- 1. County Management**
- 2. County Register of Deeds**
- 3. Tax Administration**

MANAGER'S COMMENTS:

The North Carolina Department of Cultural Resources recently amended the County Management, Register of Deeds, and Tax Administration records retention schedules. The changes are minor and are included for your review.

Staff would recommend that the Board approve the changes to the County Management, Register of Deeds, and Tax Administration records retention schedules.

Board action is required.

FROM THE DESK OF...**Anita J. Fogle**

October 9, 2013

The North Carolina Department of Cultural Resources has amended recently adopted records retention schedules. They publish amendments when the law changes, they learn of records that weren't created before, or they realize that language in the previous schedule needs clarification.

Below is a list of current amendments and a brief overview of the changes they're making:

- **County Management Schedule**
Changes retention period for Escheat and Unclaimed Property reports filed after July 2012
Clarifies language for retention period of employee eligibility records to match U.S. Code
- **County Register of Deeds**
Changes retention period for Escheat and Unclaimed Property reports filed after July 2012
Clarifies language for retention period of employee eligibility records to match U.S. Code
Consolidates 3 different types of leave records
- **Tax Administration**
Clarifies language for retention period of employee eligibility records to match U.S. Code
Adds Excise Tax records to the schedule

The NC Department of Cultural Resources requests that the amendments each be approved in an open meeting of the Board of Commissioners.

Thank you,

Anita J. Fogle, Clerk to the Board
Watauga County Board of Commissioners

**County Management
Records Retention Schedule Amendment**

Amending the County Management Records Retention and Disposition Schedule published April 15, 2013.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

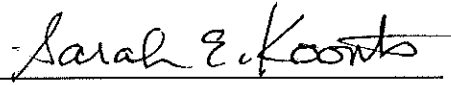
Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 25.

STANDARD 11. PERSONNEL RECORDS

Amending item 19 Employee Eligibility Records as shown on substitute page 76.

APPROVAL RECOMMENDED

Chief Administrative Officer/
County Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 28, 2013

County/Region

ITEM #	STANDARD-4. BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	DEBT FINANCING RECORDS Includes bank statements, reconciliation records, requisitions, and notices of principal and interest due.	Destroy in office 3 years after entire issuance has been satisfied.*	
27.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
28.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
29.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
30.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
31.	DONATIONS AND SOLICITATIONS	Destroy in office after 1 year.	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	

ITEM #	STANDARD-11. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p>EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	<p>a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later.</p> <p>b) Destroy in office registers after 2 years.</p>	8 USC 274a.2
20.	<p>EMPLOYEE EXIT INTERVIEW RECORDS</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p>	Destroy in office after 1 year.	
21.	<p>EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	

**Register of Deeds
Records Retention Schedule Amendment**

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

STANDARD 2. BUDGET, FISCAL, AND PAYROLL RECORDS

Amending item 26 Escheat and Unclaimed Property File as shown on substitute page 17.

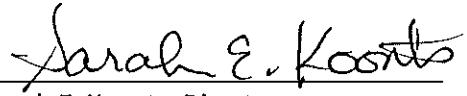
STANDARD 5. PERSONNEL RECORDS

Amending item 18 Employee Eligibility Records as shown on substitute page 39.

Amending items 36 Family Medical Leave Act (FMLA) Records, 45 Leave File, and 46 Leave Without Pay File as shown on substitute pages 45 and 47.

APPROVAL RECOMMENDED

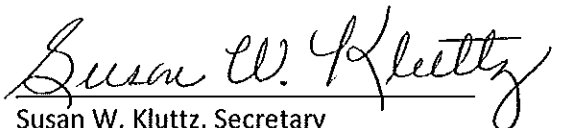
Register of Deeds



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

County

ITEM #	STANDARD-2: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	CREDIT CARD AND DEBIT SLIPS Records of payments received from customers in the transaction of county business.	Destroy in office after 3 years.*	
19.	CREDIT CARD USE FILE	Destroy in office after 1 year.*	
20.	DAILY CASH REPORTS Daily status of cash. Reports include receipts, disbursements, cash and invested balances.	Destroy in office after 1 year.*	
21.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
22.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
23.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
24.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
25.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
26.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
18.	<p>EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	<p>a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later.</p> <p>b) Destroy in office registers after 2 years.</p>	8 USC 274a.2
19.	<p>EMPLOYEE EXIT INTERVIEW RECORDS</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.</p>	Destroy in office after 1 year.	
20.	<p>EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	29 CFR 1602.31

STANDARD-5. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<p>EQUAL PAY RECORDS Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.</p>	Destroy in office after 2 years.	29 CFR 1620.32
36.	<p>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.</p>	Item discontinued. See LEAVE FILE , item 45, page 47.	
37.	FRINGE BENEFITS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	<p>GRIEVANCE FILE Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email.</p> <p>See also DISCIPLINARY FILE item 10, page 36 and PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.</p>	Destroy in office after 2 years.	

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	<p>LEAVE FILE Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.</p>	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
46.	LEAVE WITHOUT PAY FILE	Item discontinued. See LEAVE FILE , item 45, page 47.	
47.	LONGEVITY PAY REQUESTS	Destroy in office when released from all audits.	
48.	MERIT AND SENIORITY SYSTEM RECORDS	<p>a) Destroy in office employee-specific records after 3 years.</p> <p>b) Destroy in office system and plan records 1 year after no longer in effect.</p>	29 CFR 1627.3
49.	<p>PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.</p> <p>b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.</p>	

**Tax Administration
Records Retention Schedule Amendment**

Amending the Tax Administration Records Retention and Disposition Schedule published April 17, 2013.

STANDARD 5. PERSONNEL RECORDS

Amending item 19 **Employee Eligibility Records** as shown on substitute page 36.

STANDARD 12. PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS

Adding item 3 **Excise Tax Records** as shown on substitute pages 72 and 73.

APPROVAL RECOMMENDED

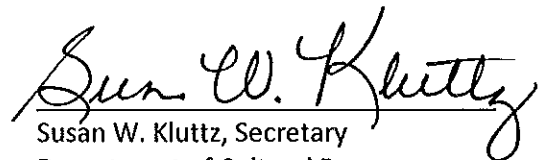
Tax Assessor/Collector/Administrator



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

September 3, 2013

County

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p>EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	<p>a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later.</p> <p>b) Destroy in office registers after 2 years.</p>	8 USC 274a.2
20.	<p>EMPLOYEE EXIT INTERVIEW RECORDS</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.</p>	Destroy in office after 1 year.	
21.	<p>EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	29 CFR 1602.31

STANDARD-12. PROGRAM OPERATIONAL RECORDS: BUSINESS AND OTHER TAX RECORDS. Records received and created by county tax offices in order to meet all statutory requirements. Comply with applicable provisions of G.S. §153A-148.1 regarding confidentiality of local tax records that contain information about a taxpayer's income or gross receipts.

ITEM #	STANDARD-12: PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ANIMAL LICENSE RECORDS Records concerning the payment of license fees.	Destroy in office after 3 years.*	
2.	BEER AND WINE LICENSE TAX RECORDS Issuance and payment records concerning licenses to sell alcohol.	Destroy in office 3 years after expiration.*	G.S. §105-113.78 G.S. §105-113.88
3.	EXCISE TAX RECORDS Records concerning the assessing and collecting of excise taxes, including land transfer taxes.	Destroy in office after 3 years.*	
4.	GOING-OUT-OF-BUSINESS LICENSES Licenses granted to business to hold going out of business, water and smoke damage, and distress sales.	Destroy in office 1 year after expiration.	G.S. §66-77
5.	HEAVY EQUIPMENT TAX	Destroy in office after 3 years.*	
6.	MOTOR VEHICLE RENTAL TAX	Destroy in office after 3 years.*	
7.	PREPARED FOOD AND BEVERAGE TAX	Destroy in office after 3 years.	G.S. §160A-480.3

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	PRIVILEGE LICENSE CITATION RECORDS Records documenting citations issued by license inspectors for non-compliance with business license requirements.	Destroy in office after 3 years.	
9.	PRIVILEGE LICENSES Records documenting the county's issuance of business privilege and license renewal notices, receipts, and periodic reports.	Destroy in office 3 years after license expires.	G.S. §105-33 G.S. §105-37.1 G.S. §105-38.1 G.S. §105-40 G.S. §105-105
10.	ROOM OCCUPANCY TAX	Destroy in office after 3 years.	G.S. §160A-480.3

AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. November Meeting Schedule*****MANAGER'S COMMENTS:**

The November 5, 2013, meeting falls on Election Day in which the Board of Elections requires the use of the board room for that day. Historically, November is a month with very few agenda items. The Board may wish to reschedule or cancel the November 5th meeting. Should the Board cancel the November 5, 2013 meeting the new date for adoption of the Schedule of Values would be November 19, 2013. The Tax Administrator has indicated that this would not create any issues in the revaluation process.

At this time, staff would recommend canceling the November 5, 2013 meeting due to the Board of Elections requiring the use of the Board room. The November 19, 2013, meeting would be adequate to address County business.

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS***F. Boards & Commissions***MANAGER'S COMMENTS:**

The Historic Preservation Commission, which is involved in administration of the Valle Crucis Historic District Ordinance is in need of 3 appointments. The Ordinance specifies that three (3) members reside within the historic district and two (2) be members of the Valle Crucis Community Council. The 3 current members whose terms are expiring are all willing to be reappointed, as follows: Maria Hyde (resides within the district), Tom Eshelman and Allen Culler (members of community council). The terms are for three (3) years.

Two (2) appointments are needed to the Watauga County Board of Adjustment. This Board meets infrequently. The two (2) zoned areas of the County (Valle Crucis and Foscoe-Grandfather) must be represented on the Board; traditionally an attempt has been made to appoint representatives of watershed protection areas as well. In November, the terms of Jane Nicholson and Janet Beck will expire; Ms. Nicholson does not wish to be reappointed, Ms. Beck is willing to be reappointed. Technically, both are at-large representatives, though Ms. Nicholson does reside in one of the watershed protection areas. The other members represent Valle Crucis, Foscoe-Grandfather, Howards Creek watershed, and Middle Fork watershed. The terms are for three (3) years. A solicitation was posted on the County's website; however, no applications have been received to date.

The Watauga County Personnel Ordinance established a Personnel Advisory Committee which is comprised of five (5) persons designated by the Board, authorized to hear employee grievances, and recommend decisions to the appointing authority. The Committee consists of one (1) Commissioner, one (1) department head and three (3) non-supervisory regular employees. Current members of the Personnel Advisory Committee are as follows:

<u>Employee</u>	<u>Position</u>
Angie Boitnotte	Department Head
Stephen Moody	Regular Employee
John Spear	Regular Employee
Amy Parsons	Regular Employee
Nathan Miller	County Commissioner
Rickey Lee	Alternate Member

All the above are first readings, therefore, no action is required at this time.

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****G. Announcements***

A Household Hazardous Waste Day will be held for Watauga County Citizens from 9:00 A.M. until 2:00 P.M. on Saturday, October 19, 2013, at the Watauga County Sanitation Department located on Landfill Road.

Operation Medicine Cabinet will be held on Saturday, October 19, 2013, from 10:00 A.M. until 2:00 P.M. All prescription and over-the-counter medications will be accepted for disposal with no questions asked. This event will take place at Foscoe Volunteer Fire Department and the three Food Lions (located in Boone, Blowing Rock, and Deep Gap).

The Grand Opening of the Downtown Boone Post Office will be held on Sunday, October 27, 2013, from 3:00 P.M. to 6:00 P.M.

An Economic Development Forum for Rural Western North Carolina will be held on Wednesday, November 1, 2013, from 9:00 A.M. until 2:00 P.M. in the Sam Center Auditorium at Mayland Community College in Spruce Pine. Please notify Anita if you wish to attend. The RSVP deadline is October 18.

The Annual County Christmas Luncheon, scheduled on Tuesday, December 10, 2013, will be held at Dan'l Boone Inn from 12:00 to 2:00 P.M.

**Please help us spread the word and share the following information
with friends and associates!!**

HOUSEHOLD HAZARDOUS WASTE DAY

- WHEN:** Saturday, Oct. 19,
9:00 a.m.—2:00 p.m.
- WHERE:** Watauga County Sanitation
336 Landfill Road
- WHO:** Watauga County RESIDENTS ONLY
NO COMMERCIAL WASTE
- WHAT:** Paint, Antifreeze, Ethylene, Gasoline, Lighter Fluid, Solid and Liquid Pesticides, Oxidizers, Cleaners, etc.
Used Oil, Lead Acid Batteries, and Tube-like Fluorescent Bulbs are accepted at the Sanitation Dept. during regular business hours M—F, 8—4 and Sat., 8 – 12. Household Batteries and CFLs are accepted at all Convenience Centers. *These items also will be accepted during HHW event.*

In order to ensure the safe collection of these materials:

- Please stay in your vehicle during the entire collection. This is for your safety and is required by our disposal contractor's permit.
- Bring waste in their original containers whenever possible. Please make sure containers are closed tightly.
- Collect your HHW in disposable boxes or bins and transport in the trunk. Do not put hazardous waste in the backseat with children or pets.
- No smoking during the event – most HHW are flammable.

OPERATION MEDICINE CABINET -- DRUG TAKE-BACK DAY

- WHEN:** Saturday, Oct. 19
10:00 a.m.—2:00 p.m.
- WHERE:** Food Lions (Boone, Blowing Rock and Deep Gap)
Foscoe Fire Department
- WHAT:** All prescription and over-the-counter medications. **NO questions asked.**

Lisa Doty
Watauga County Recycling Manager
lisa.doty@watgov.org
828-265-4852

Please join us for the
GRAND OPENING
of the
DOWNTOWN BOONE POST OFFICE

680 W. King Street, Boone, NC 28607

Sunday, October 27, 2013
3 to 6 p.m.

Speakers include:
Boone Mayor Loretta Clawson
Architect David R. Jones
Planning Director Bill Bailey
(beginning at 4 p.m.)

101513 BCC Meeting

You are invited to attend an
Economic Development Forum
for Rural Western North Carolina

WHEN: November 1st, 2013
9:00am-2:00pm
*Registration will open at 8:30am

WHERE: Sam Center Auditorium
Mayland Community College
Spruce Pine, NC

COST: \$10 per person
(Includes Lunch & Breaks)

The forum will feature special guests
including:

-11th District Representative

Congressman Mark Meadows

-Secretary of Commerce

Sharon Decker

-Assistant Secretary; Rural Development Division

Dr. Patricia Mitchell



*Rural Western North Carolina
Economic Development
Forum*

Friends,

101513 BCC Meeting

Western North Carolina has experienced major challenges in economic development over the last several years. However, the path to rebuild is ahead of us and making employment a reality for more people of Western North Carolina can be achieved by working together. The Economic Development Forum is designed to bring together individuals from counties with like interests and needs. The purpose of this forum is to share our challenges and to come out with a sense of solutions.

Sincerely,

Bill Slagle

Chair; Mitchell Co. Commissioners
Interim Director; Mitchell EDC

Please respond by October 18th
& make checks payable to:

Mitchell County Development Foundation
PO Box 858
Spruce Pine, NC 28777

shise@mitchell-county.com
828-765-9033

Featuring



NC Secretary of Commerce
Sharon Decker



Congressman
Rep. 11th District
Mark Meadows

Hosted By:



AGENDA ITEM 13:

PUBLIC COMMENT

AGENDA ITEM 14:

BREAK

AGENDA ITEM 15:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
(including discussion of the Appling et al vs. Alleghany County et al lawsuit)

Land Acquisition – G. S. 143-318.11(a)(5)(i)