

# **TENTATIVE AGENDA AND MEETING NOTICE**

## **WATAUGA COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, JULY 15<sup>TH</sup>, 2025 AT 5:30 PM**

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

| TIME | #  | TOPIC  | PRESENTER                | PAGE                     |
|------|----|--|--------------------------|--------------------------|
| 5:30 | 1  | CALL REGULAR MEETING TO ORDER  |                          |                          |
|      | 2  | APPROVAL OF MINUTES:<br>▪ JUNE 17, 2025, REGULAR MEETING<br>▪ JUNE 17, 2025, CLOSED SESSION  |                          | 1                        |
|      | 3  | APPROVAL OF THE JULY 15, 2025, AGENDA  |                          | 11                       |
| 5:35 | 4  | PUBLIC COMMENT<br>▪ WILL LAST UP TO ONE HOUR, DEPENDING ON THE NUMBER OF SPEAKERS  | CHAIRMAN EGGERS          | 13                       |
| 5:40 | 5  | APPOINTMENT OF CLERK TO THE BOARD  | MR. DERON GEOUQUE        | 15                       |
| 5:45 | 6  | HIGH COUNTRY RPO AND WATAUGA COUNTY TRANSPORTATION PROJECTS OVERVIEW   | MR. DAVID GRAHAM         | 17                       |
| 5:50 | 7  | PROPOSED FINAL REVISION TO HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FY 25 ALLOCATION   | MS. ANGIE BOITNOTTE      | 43                       |
| 5:55 | 8  | NORTH CAROLINA AMATEUR SPORTS GRANT ACCEPTANCE REQUEST   | MS. KERON POTEAT         | 47                       |
| 6:00 | 9  | K-9 PURCHASE REQUEST   | CAPTAIN CAROLYNN JOHNSON | 57                       |
| 6:05 | 10 | EMERGENCY SERVICES MATTERS<br>A. HURRICANE HELENE UPDATE<br>B. EMERGENCY SERVICES VEHICLE PURCHASE<br>C. EMS THIRD-PARTY BILLING SERVICE AGREEMENT<br>D. REQUEST TO PURCHASE EMS AMBULANCE MOBILES AND PORTABLES EQUIPMENT | MR. WILL HOLT            | 61<br>65<br>83<br>135    |
| 6:10 | 11 | WATAUGA COUNTY PLANNING BOARD'S RECOMMENDATIONS FOR THE FIRE APPENDICES COMMITTEE  | MR. JASON WALKER         | 145                      |
| 6:15 | 12 | TAX MATTERS<br>A. MONTHLY COLLECTIONS REPORT<br>B. REFUND AND RELEASES<br>C. ANNUAL SETTLEMENT OF TAX COLLECTOR<br>D. OATH TO COLLECT TAXES  | MR. TYLER RASH           | 147<br>149<br>153<br>197 |
| 6:20 | 13 | MISCELLANEOUS ADMINISTRATIVE MATTERS<br>A. HOWARD KNOB PARK PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES<br>B. BUDGET AMENDMENTS<br>C. BOARDS AND COMMISSIONS<br>D. ANNOUNCEMENTS                                  | MR. DERON GEOUQUE        | 201<br>217<br>219<br>225 |

| TIME | #  | TOPIC  | PRESENTER | PAGE |
|------|----|--|-----------|------|
| 6:25 | 14 | BREAK  |           | 227  |
| 6:35 | 15 | CLOSED SESSION   |           | 227  |
|      |    | <ul style="list-style-type: none"> <li>▪ ATTORNEY-CLIENT MATTERS PER G. S. § 143-318.11(A)(3)</li> <li>▪ LAND ACQUISITION PER G. S. § 143-318.11(A)(5)</li> <li>▪ PERSONNEL MATTERS PER G.S. § 143-318.11(A)(1)</li> </ul> |           |      |
| 6:45 | 16 | POSSIBLE ACTION AFTER CLOSED SESSION   |           | 228  |
| 6:50 | 17 | ADJOURN  |           |      |

## **AGENDA ITEM 2:**

### **APPROVAL OF MINUTES:**

June 17, 2025, Regular Meeting

June 17, 2025, Closed Session

**DRAFT**

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS**  
**TUESDAY, JUNE 17, 2025**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 17, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Eggers called the meeting to order at 5:30 P.M. The following were present:

**PRESENT:**                   Braxton Eggers, Chairman  
                                  Todd Castle, Vice-Chairman  
                                  Emily Greene, Commissioner  
                                  Tim Hodges, Commissioner  
                                  Ronnie Marsh, Commissioner  
                                  Nathan Miller, County Attorney  
                                  Deron Geouque, County Manager

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

**APPROVAL OF MINUTES**

Chairman Eggers presented the June 3, 2025, regular and closed session meeting minutes as well. County Manager Geouque clarified that Item B, Valle Crucis Change Order, under Miscellaneous Administrative Matters, of the May 20, 2025 minutes, was a deductive change order as it was not clearly noted.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the June 3, 2025, regular meeting minutes as presented and the change to the May 20, 2025 minutes.

**VOTE:** Aye-5  
                                  Nay-0

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the June 3, 2025, closed session minutes as presented.

**VOTE:** Aye-5  
                                  Nay-0

**APPROVAL OF AGENDA**

Chairman Eggers called for additions and/or corrections to the June 17, 2025, agenda.

County Manager Geouque requested the additions 5 A. North Carolina Forest Service Update, and Item E. North Carolina Round 2 Cashflow Loan Agreement, Resolution, and Promissory Note and Item F. Possible Ambulances Purchases under Miscellaneous Administrative Matters.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the June 17, 2025, agenda as amended.

VOTE: Aye-5  
Nay-0

### **PUBLIC COMMENT**

There was no public comment.

### **DISCUSSION ON BOARD OF EDUCATION RESOLUTION FOR A GUARANTEED ENERGY SAVINGS CONTRACT**

Dr. Leslie Alexander, Watauga County Schools Superintendent, and Mr. Graham Lewis, Schneider Electric, presented a guaranteed energy savings contract. The contract was to provide for cost savings, which then are used to pay back the cost of the improvements, and to allow for the investment in future infrastructures and utility improvements. There would be no cost to the County. The Board would have to adopt the resolution to allow the School Board to enter into such a contract. As there are no numbers associated with the contract at this time, the purpose of the presentation was to gauge the willingness of the Board of Commissioners to approve such a contract.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to table the contract until the July 15, 2025, meeting and conduct informational meeting(s) with the School Board to receive additional information.

VOTE: Aye-5  
Nay-0

### **NORTH CAROLINA FOREST SERVICE UPDATE**

Andrew Harsey, Forest Ranger, provided an update to the Board on forest service matters. The report was for information only; therefore, no action was required.

### **MIDDLE FORK GREENWAY BOONE GORGE PARK BID AWARD**

Ms. Carrie Caviness, Interface Environmental Consulting, requested the Board award the bid to MBI Builders in the amount of \$3,823,590.24 for the construction of Boone Gorge Park. Funding for the project would come from Watauga County Tourism Development Authority and numerous grant sources.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to award the bid to MBI Builders in the amount of \$3,823,590.24 for the construction of Boone Gorge Park, contingent upon County Attorney approval of a contract.

VOTE: Aye-5  
Nay-0

## **APPROVAL OF THE JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2026 CERTIFICATION, MEMBERSHIP AND COUNTY PLAN**

Ms. Austin Combs, JCPC Program Manager, requested Board approval of the Juvenile Crime Prevention Council (JCPC) FY 2026 certification, membership, and County Plan.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the Juvenile Crime Prevention Council (JCPC) FY 2026 certification, membership, and County Plan.

VOTE: Aye-5  
Nay-0

## **WATAUGA COOPERATIVE EXTENSION GREENHOUSE BUILDING PROJECT BID AWARD**

Ms. Paige Patterson, Cooperative Extension Agent, requested that the contract for the Greenhouse Building Project in the West Annex/impound lot be awarded to Designed Habitat Inc. This project was being completely funded by the Tobacco Trust Fund Grant awarded in October 2024 and matching funds from Extension's Master Gardener fruit-plant sales over the past few years. A request for design-build proposals was posted to the County website in March 2025. Three inquiries and two formal proposals were submitted to the County/Cooperative Extension. Designed Habitat Inc was deemed to be the most qualified for the project, as they have experience assembling the Atlas Greenhouse that was purchased and have completed similar projects.

Vice Chairman Castle, seconded by Commissioner Greene, moved to award the contract to Designed Habitat Inc. for the Greenhouse Building Project in the West Annex/impound lot.

VOTE: Aye-5  
Nay-0

## **NORTH CAROLINA DIVISION OF MILITARY VETERANS AFFAIRS GRANT**

Ms. April Goodman, Veterans Service Officer, requested the Board accept a grant from the NC Division of Military Veterans Affairs in the amount of \$18,288.98.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to accept the grant from the NC Division of Military Veterans Affairs in the amount of \$18,288.98.

VOTE: Aye-5  
Nay-0

## **BOARD OF ELECTIONS VOTING EQUIPMENT PURCHASE**

Mr. Matt Snyder, Board of Elections Director, requested the Board formally approve the purchase of 31 DS300 and 28 Express Votes from ES&S/Printelect for \$319,730.25, which does include

shipping; 19 VC EZ Carts from Printelect, and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825, not including shipping; and 12 Balotars from ES&S/Printelect for \$71,570, does not include shipping. As shipping is not included in two (2) of the three (3) proposed purchases, Mr. Snyder will provide the total cost for shipping at a later date. If the amount for shipping exceeds \$15,000, the Board would need to authorize the County Manager to pay the shipping costs not to exceed \$50,000. Board action is required to formally approve the \$430,125.25 for:

1. 31 DS300 and 28 Express Votes from ES&S/Printelect for \$319,730.25
2. 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825
3. 12 Balotars from ES&S/Printelect for \$71,570
4. Authorize the County Manager to pay the shipping cost once determined not to exceed \$50,000.

Commissioner Marsh, seconded by Commissioner Hodges, moved to formally approve the following:

1. 31 DS300 and 28 Express Votes from ES&S/Printelect for \$319,730.25
2. 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825
3. 12 Balotars from ES&S/Printelect for \$71,570
4. Authorize the County Manager to pay the shipping cost once determined not to exceed \$50,000.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Mr. Tyler Rash, Tax Administrator, presented the Monthly Collections Reports from May 2025. The report is for information only; therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Rash presented the Refunds and Releases Reports.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to accept the Refunds and Releases as presented.

VOTE: Aye-5  
Nay-0

***C. Resolution Advancing the Scheduled Pentennial Reappraisal***

The County's last property revaluation was 2022 and the next revaluation is scheduled for 2027. The Board needs to formally adopt the resolution advancing the scheduled pentennial reappraisal in accordance with NCGS 105-286 (a)(3).

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the Resolution advancing the scheduled pentennial reappraisal.

VOTE: Aye-5  
Nay-0

***D. Proposal for Business Personal Property Audit Services***

Mr. Rash requested the Board approve GOVTAX's contract in the amount of \$25,500 for 34 business personal property audits. The contract is less than the previous provider. Adequate funds were budgeted in FY 2026 to cover the expense.

Commissioner Hodges, seconded by Commissioner Marsh, moved to approve the contract with GOVTAX in the amount of \$25,500 for 34 business personal property audits.

VOTE: Aye-5  
Nay-0

***E. Board of Equalization and Review Hearing Dates***

Mr. Rash requested the Board approve Monday, June 30th at 9:00 AM for a Board of Equalization and Review appeal.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve Monday, June 30th at 9:00 AM for a Board of Equalization and Review appeal.

VOTE: Aye-5  
Nay-0

***F. License Plate Agency Contract Renewal***

Mr. Rash requested Board approval to submit the renewal application for the License Plate Agency.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to submit the renewal application for the License Plate Agency.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Budget Amendments***

Deron Geouque, Finance Director, presented the budget amendments for approval as included in the Board packet.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the budget amendments as presented.

VOTE: Aye-5  
Nay-0

### ***B. Proposed Human Services Parking Lot Agreement with Appalachian State University***

Appalachian State University was requesting a renewal of the Human Services Parking Lot Agreement. The term was from September 6, 2025 through December 20, 2025. The amount of the lease is \$5,000. The University did express interest in a longer term.

Chairman Eggers, seconded by Commissioner Marsh, tabled the issue until Chairman Eggers and Commissioner Hodges could have further discussion with ASU officials.

VOTE: Aye-5  
Nay-0

### ***C. Boards and Commissions***

The Board of Adjustment received notice from Virginia “Ginny” Nilles that she is resigning from her position effective immediately. Ginny served in the alternate member position.

There were no recommendations from the Board of Adjustment at this time and no volunteer applications have been received.

### ***D. Announcements***

The first regular meeting in July was cancelled; therefore, the next Board of Commissioners Meeting is to be held on Tuesday, July 15, 2025, at 5:30 P.M.

### ***E. North Carolina Round 2 Cashflow Loan Agreement, Resolution, and Promissory***

Board action was required to approve the resolution for the North Carolina Cashflow Loan Agreement and Promissory Note. This is round 2 of the programs and the requirements are identical as previously approved with Round 1. The additional funding will allow the County to use the monies to front payment of Hurricane Helene damages until FEMA reimbursements are

received. The County received \$895,477.60 in Round 1. The County is eligible for an additional \$590,884.30 for Round 2. The loan is interest free and continues to be a significant tool in the County's cash flow management.

Commissioner Greene, seconded by Commissioner Hodges, moved to approve the resolution for the North Carolina Cashflow Loan Agreement and Promissory Note for Round 2.

VOTE: Aye-5  
Nay-0

***F. Ambulance Purchases***

Staff had solicited competitive bids for 3 new F450 4WD chassis with remounted boxes for \$707,710.80 and 3 new 2026 F450 Super Cab 4WD ambulances for \$990,250. The Board tabled a decision until after closed session.

Upon returning to open session, Commissioner Marsh, seconded by Vice-Chairman Castle, moved to accept the bid from ETA for 3 new F450 4WD chassis with remounted boxes for \$707,710.80 and 3 new 2026 F450 Super Cab 4WD ambulances for \$990,250 for a total of \$1,697,960.80.

VOTE: Aye-5  
Nay-0

**COMMISSIONER COMMENTS**

There were no Commissioner comments.

**CLOSED SESSION**

At 6:57 P.M., Vice-Chairman Castle, seconded by Commissioner Greene, moved to enter Closed Session to discuss Attorney/Client Matters and Land Acquisition per G. S. 143-318.11(a)(3) and G.S. 143-318.11(a)(5)(i), respectively.

VOTE: Aye-5  
Nay-0

Commissioner Greene, seconded by Vice-Chairman Castle, moved to resume the open meeting at 8:44 P.M.

VOTE: Aye-5  
Nay-0

**ACTION AFTER CLOSED SESSION**

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the Asset Purchase Agreement, Bill of Sale, and Real Estate Contract for Medic Base 2 owned by Craig Sullivan. The

Asset Purchase Agreement was in the amount of \$1 million and \$700,000 for Medic Base 2. The funds will come from the fund balance (\$1,075,000) and the recognition of \$625,000 from the additional loan payment from Appalachian State University.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Hodges, seconded by Commissioner Greene, moved to adjourn the meeting at 8:55 P.M.

VOTE: Aye-5  
Nay-0

Braxton Eggers, Chairman

ATTEST: Deron Geouque, County Manager

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**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 15, 2025, AGENDA**

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**AGENDA ITEM 4:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

Public Comment will last up to 1-hour dependent upon the number of speakers.

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## **AGENDA ITEM 5:**

### **APPOINTMENT OF CLERK TO THE BOARD**

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

Katherine “Katie” Hancock was hired to fill the vacancy created with the retirement of long-term Clerk to the Board, Anita Fogle. It has been local practice for the Board to act on staff appointments who serve at the pleasure of the Board. Katie Hancock is proposed to serve as Clerk to the Board/Administrative Assistant.

Board action is required.

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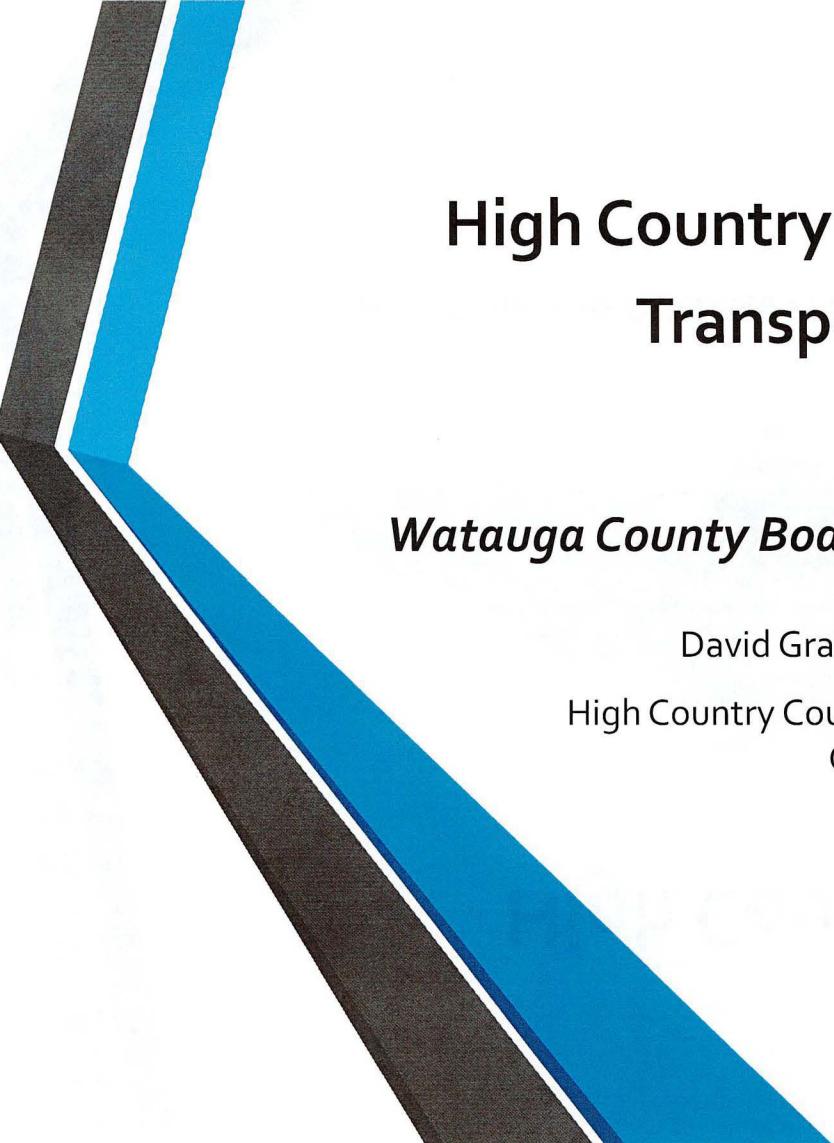
## **AGENDA ITEM 6:**

### **HIGH COUNTRY RURAL PLANNING ORGANIZATION (RPO) AND WATAUGA COUNTY TRANSPORTATION PROJECTS OVERVIEW**

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

Mr. David Graham, Transportation Planner with High Country Council of Governments, will present an overview of the Rural Planning Organization (RPO) Comprehensive Transportation Plan and Watauga County projects in the State Transportation Improvement Program (STIP).

The report is for information only, therefore action is not required.



# High Country RPO & Watauga County Transportation Projects Overview

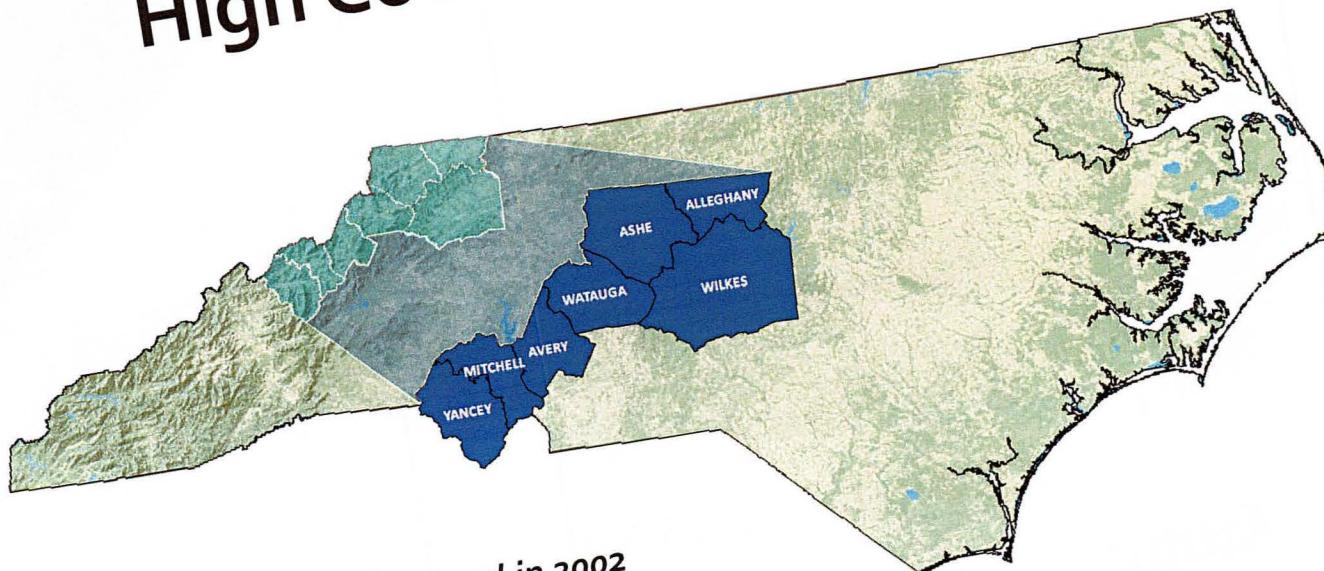
*Watauga County Board of Commissioners – July 15, 2025*

David Graham, Transportation Planner

High Country Council of Governments Rural Planning  
Organization (RPO)



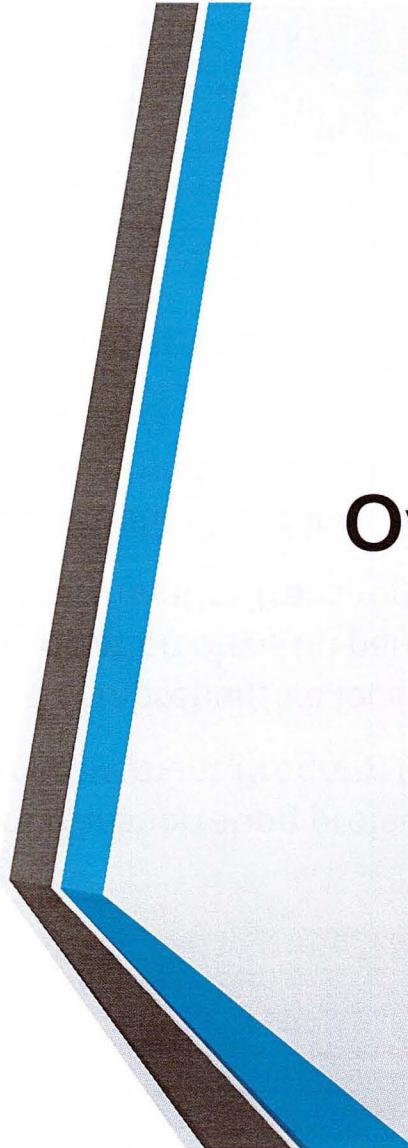
# High Country RPO Region



High Country RPO Formed in 2002

## Core Functions of High Country RPO

- Prioritization of transportation projects for the State Transportation Improvement Program (STIP)
- Development of comprehensive local and regional multimodal transportation plans (in partnership with the North Carolina Department of Transportation (NCDOT))
- Provide transportation related information to local governments and other interested parties
- Provide a forum for public participation in the rural transportation planning process



## Overview Items

- Rural Transportation Coordinating Committee (RTCC) & Rural Transportation Advisory Committee (RTAC) – RPO Governing Boards
- Comprehensive Transportation Plans (CTP's)
- Strategic Transportation Investment Law (STI)
- NCDOT STIP Funding Challenges
- Transportation Project Prioritization Process
- Watauga County State Transportation Improvement Program (STIP) Projects
- NCDOT Region 4 Travel Demand Model

# Rural Transportation Coordinating Committee (RTCC)

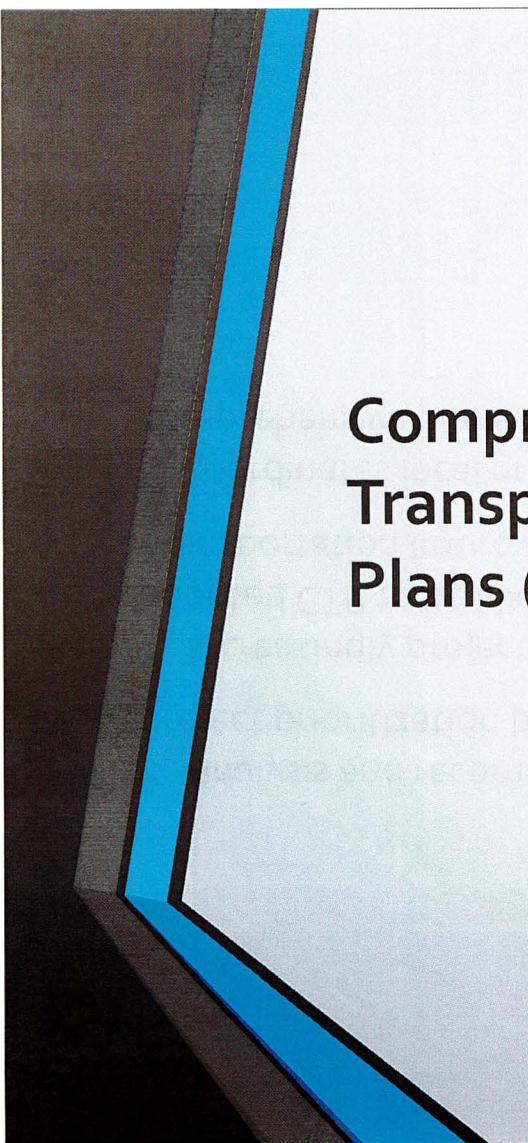
- Comprised of approximately 50 members
- Members include representatives from counties and towns (managers), chambers of commerce, COG, public transportation providers, Appalachian State University, NCDOT engineers (Divisions 11 & 13), NCDOT Transportation Planning Branch, and the National Park Service (Blue Ridge Parkway)
- Serve as recommending body to the Rural Transportation Advisory Committee (RTAC) regarding various transportation related items
- Meet quarterly (February, May, August, November)



# Rural Transportation Advisory Committee (RTAC)

- Comprised of approximately 20 members
- Members include elected officials from High Country counties and municipalities as well as a representative from the NCDOT Board of Transportation
- Serve as the final approval authority for the High Country RPO for the RPO program and various transportation related items.
- Meet quarterly (February, May, August, November)





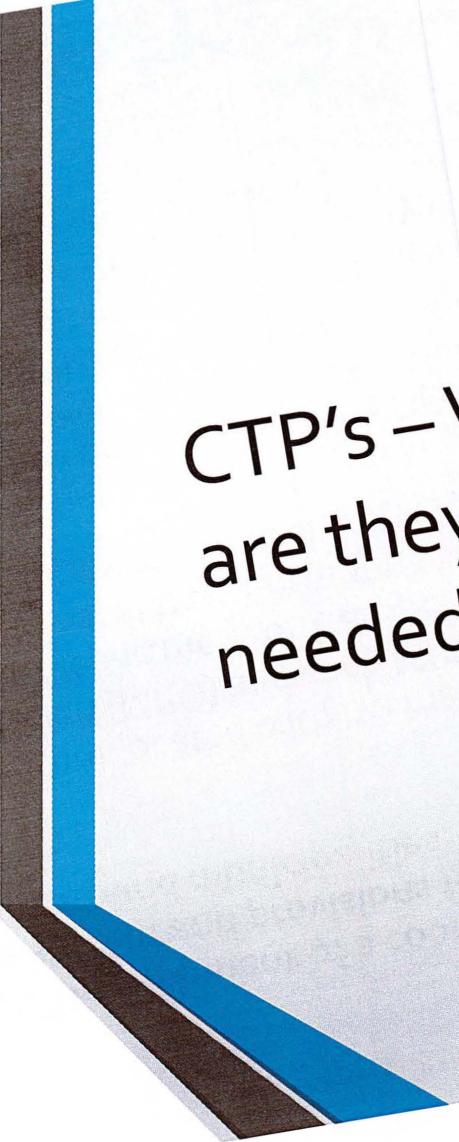
## Comprehensive Transportation Plans (CTP's)

**§ G.S. 136-66.2. Development of a coordinated transportation system and provisions for streets and highways in and around municipalities.**

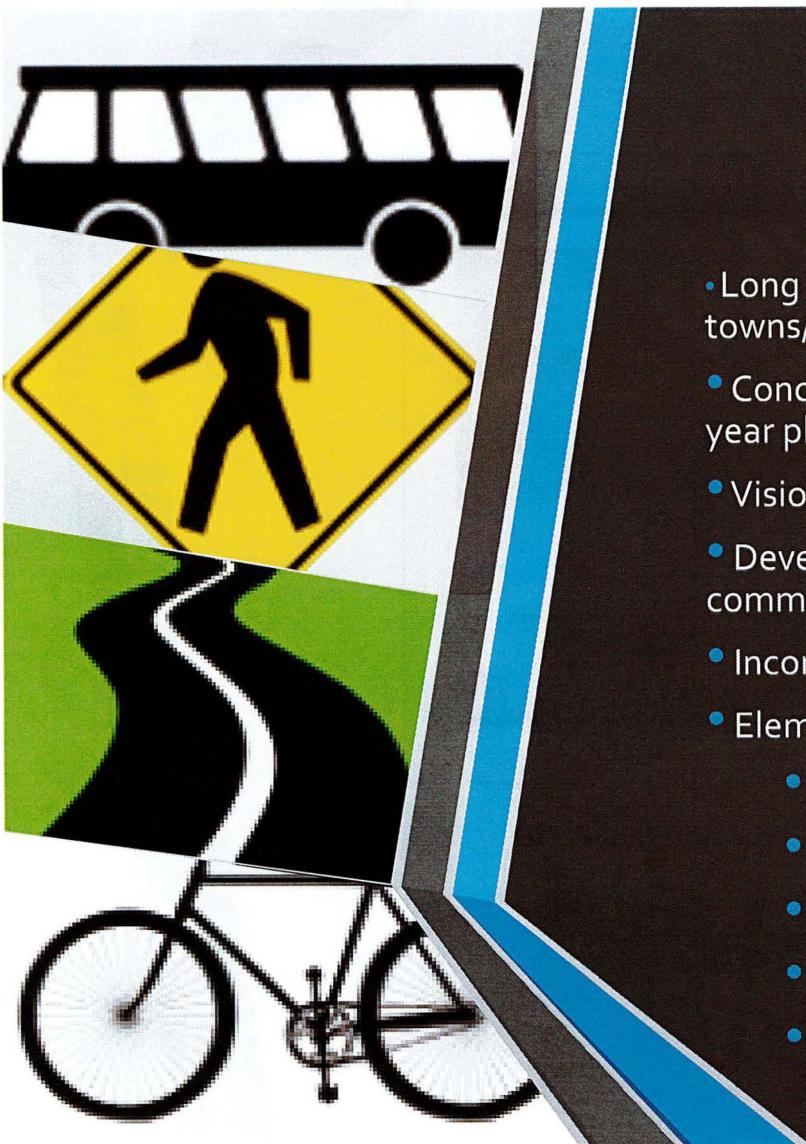
**Each municipality**, not located within a metropolitan planning organization (MPO) and each MPO, with the cooperation of the Department of Transportation, **shall develop a comprehensive transportation plan that will serve present and anticipated travel demand** in and around the municipality.

**Each county**, with the cooperation of the Department of Transportation, may develop a comprehensive transportation plan utilizing the procedures specified for municipalities in subsection (a) of this section. This plan may be adopted by both the governing body of the county and the Department of Transportation.

- Analysis and recommendations are a basis for project prioritization by RPO
- Increasingly projects should be in a mutually adopted CTP to be eligible for inclusion in the State Transportation Improvement Program (STIP)
- Coordinates local growth, land use, and comprehensive plans with regional and statewide plans



CTP's – Why  
are they  
needed?

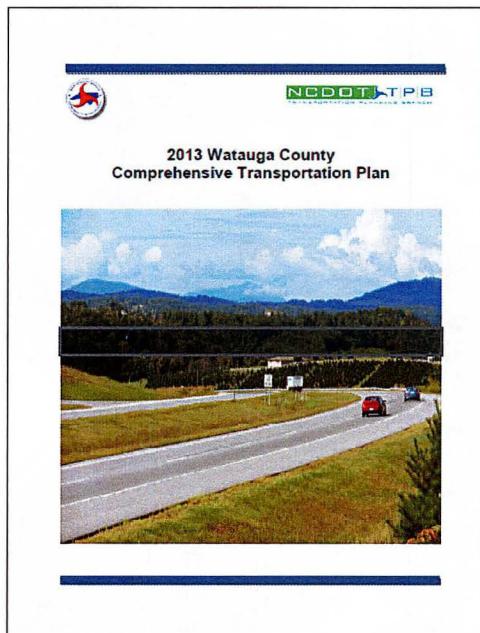


# What is a CTP Exactly?

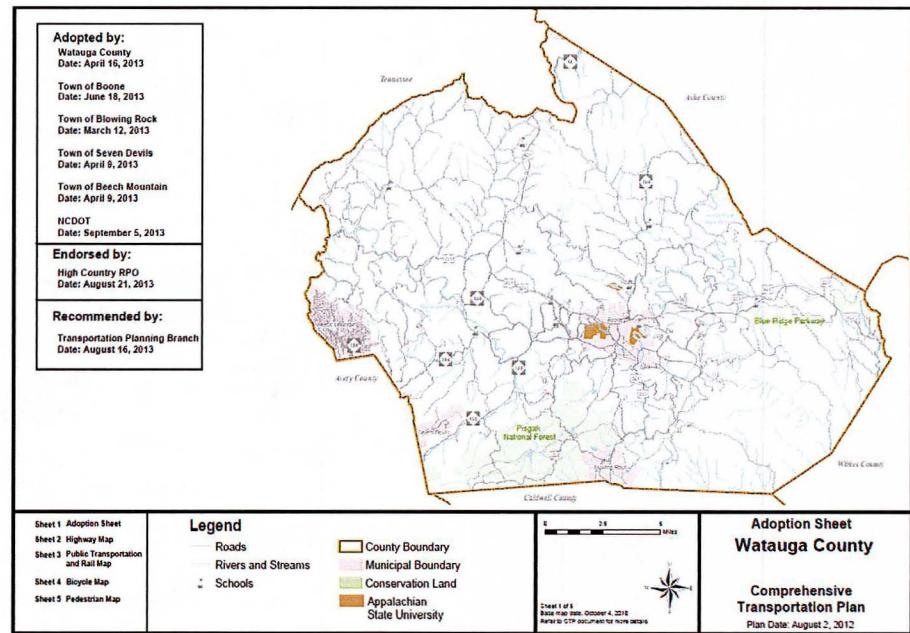
- Long range multi-modal transportation plan for a town/city, group of towns/cities, or a county
- Concept for a broad range of transportation improvements over a 25–30-year planning period
- Vision Plan
- Developed cooperatively: NCDOT, RPO staff & local stakeholders (steering committee)
- Incorporates Land Use plans, community & statewide goals
- Elements Include:
  - Highway
  - Public Transportation & Rail
  - Bicycle
  - Pedestrian
  - Aviation

# Watauga County CTP

## Technical Report



## Adopted Plan



# Strategic Transportation Investment (STI) Legislation

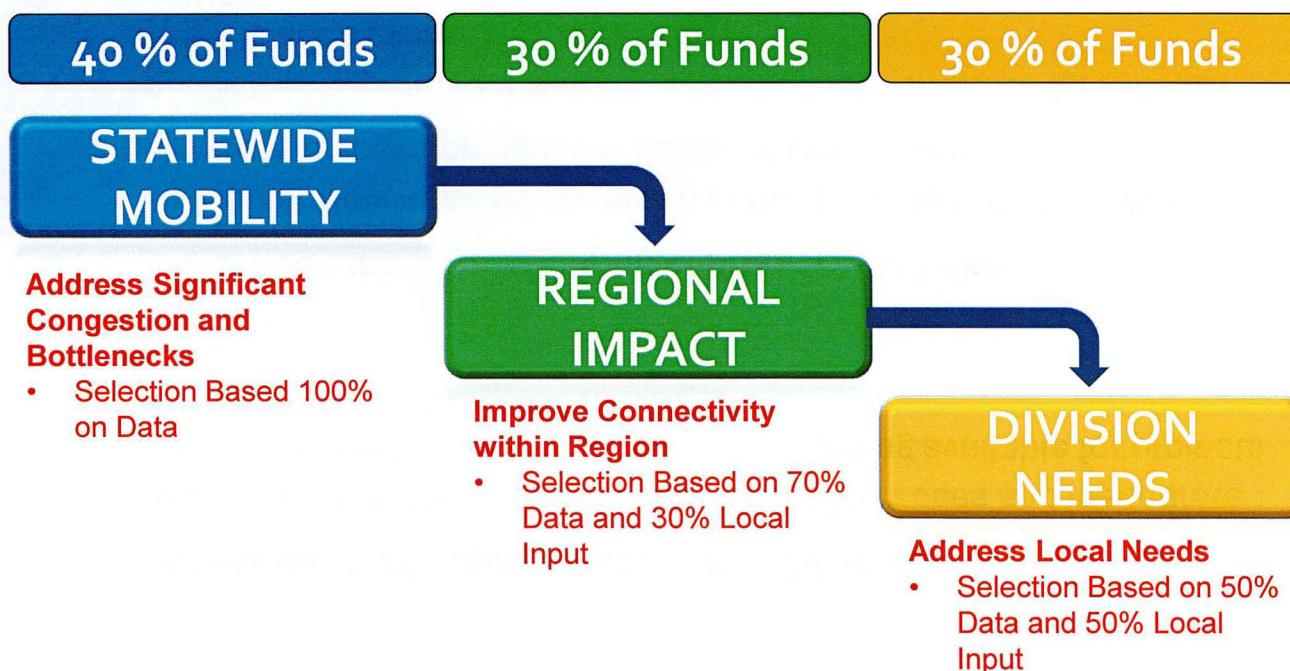
- Funding formula for NCDOT's Capital Expenditures
- Focus on Mobility/Expansion and Modernization projects for all modes
- House Bill 817 signed into Law June 26, 2013
- Considered the most significant transportation legislation in NC since 1989



## STI Legislation

- Funding formula for all capital expenditures, regardless of mode. All modes must compete for the same funds
- Funds come from NC Highway Trust Fund
- Operations and Maintenance expenditures are funded from separate NC Highway Fund (primarily gas tax)
- Projects (regardless of mode) scored on a 0-100-point scale

# How the STI Works



## NCDOT STIP Funding Challenges

### **Why is there a funding shortage for STIP projects?**

Due to unprecedented construction cost increases and inaccurate project cost estimates, there is limited funding available for projects to be funded in the 2026-2035 STIP.

### **What does the future funding of projects look like?**

Future funding remains uncertain at this time. NCDOT is making progress on developing more accurate cost estimates.

NCDOT is hopeful that funding availability will improve for the next prioritization cycle.



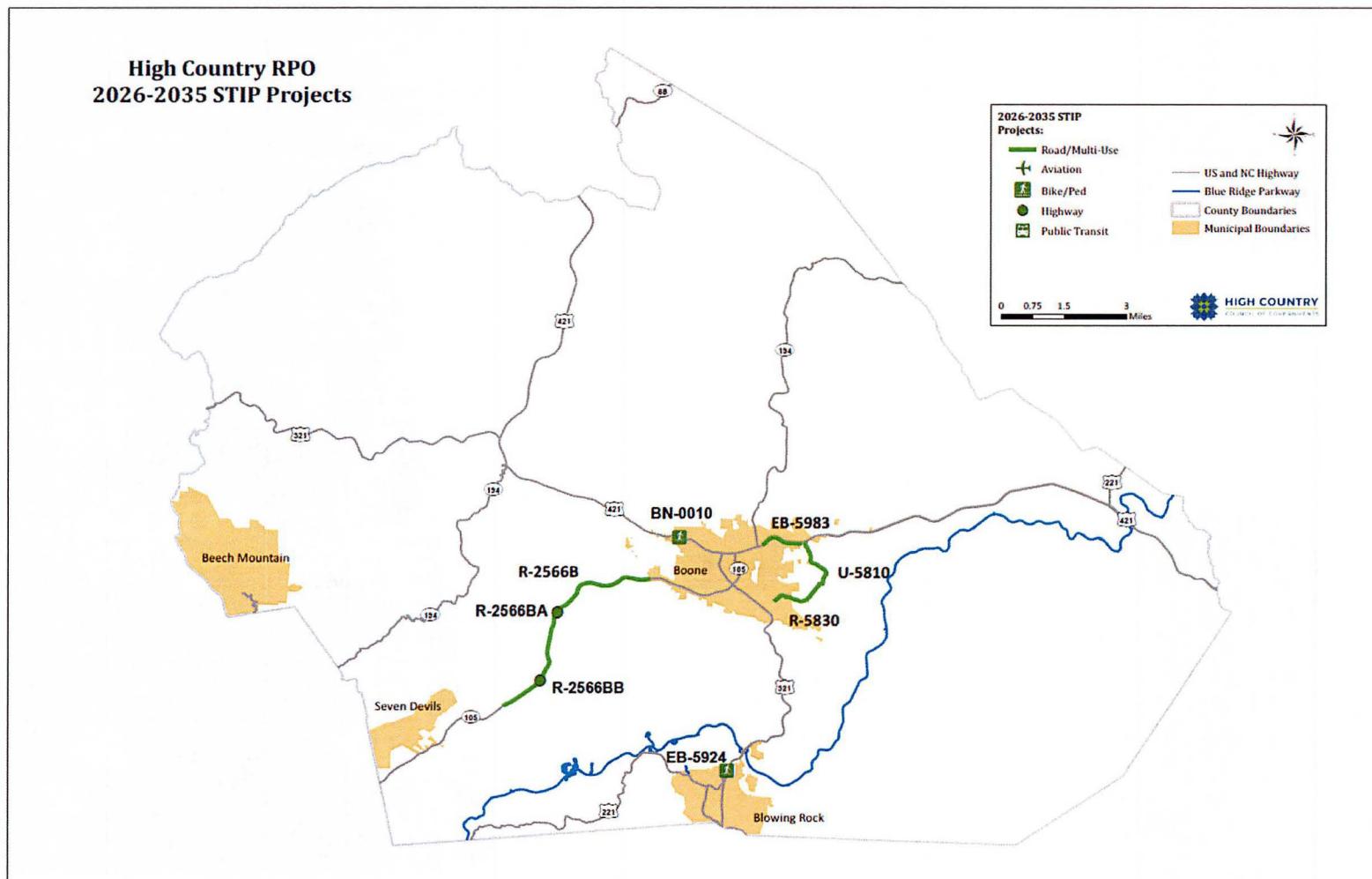
# Where do Projects Come From?

Through a transportation project solicitation process of the 7 High Country counties and the Town of Boone (county and town managers)

Projects submitted as a result of the solicitation process are typically selected from CTP's then entered into the RPO scoring and ranking system.

Each project is scored using specific criteria (crash data, traffic data, Comprehensive Transportation Plan (CTP) consistency, connectivity, etc....) for each mode. The top scoring projects are submitted to NCDOT for inclusion in the STIP.

## Projects in Watauga County Scheduled for Delivery in the Draft 2026-2035 STIP



## Highway Projects

[R-2566B, R-2566BA, and R-2566BB](#) - NC 105 (R-2566B): NC 105, Clarks Creek Road to NC 105 Bypass (Boone)

**Description:** NC 105, Old Shulls Mill (SR 1568) to SR NC 105 Bypass (SR1107) in Boone. Widen to multi-lanes (*includes R-2566BA - Bridge over Watauga River at Broadstone Road and R-2566BB – Realignment with Old Shulls Mill Road*).

### Section B

Right-of-Way 2022  
Construction 2030

### Section BA

Construction In progress

### Section BB

Construction 2025



## Highway Projects

[R-5830](#) - SR 1522 (Deerfield Road): State Farm Road to SR 1523 (Wilson Ridge Road)

**Description:** Upgrade Roadway.

Right-of-Way 2025

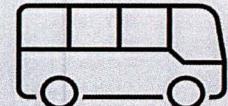
Construction 2028

[U-5810](#) - Bamboo Road (SR 1514) / Wilson Ridge Road (SR 1523), US 421/US 221 to Deerfield Road (SR 1522)

**Description:** Widen Roadway to 12-foot lanes with 4-foot paved shoulders.

Right-of-Way 2022

Construction 2025



## Bicycle and Pedestrian Projects

[EB-5924](#) - Middle Fork Greenway Section I From Blowing Rock along US 321 to the Blue Ridge Parkway

**Description:** Construct Greenway along US 321  
Right-of-Way 2023  
Construction TBD

[BN-0010](#) - US 421/West King Street from Poplar Grove Road Connector to Westwood Apartments in Boone.

**Description:** Construct sidewalk and associated improvements.  
Right-of-Way 2025  
Construction 2025

[EB-5983](#) - US 421 Multi-Use Path from Grove Street to Brookshire Road

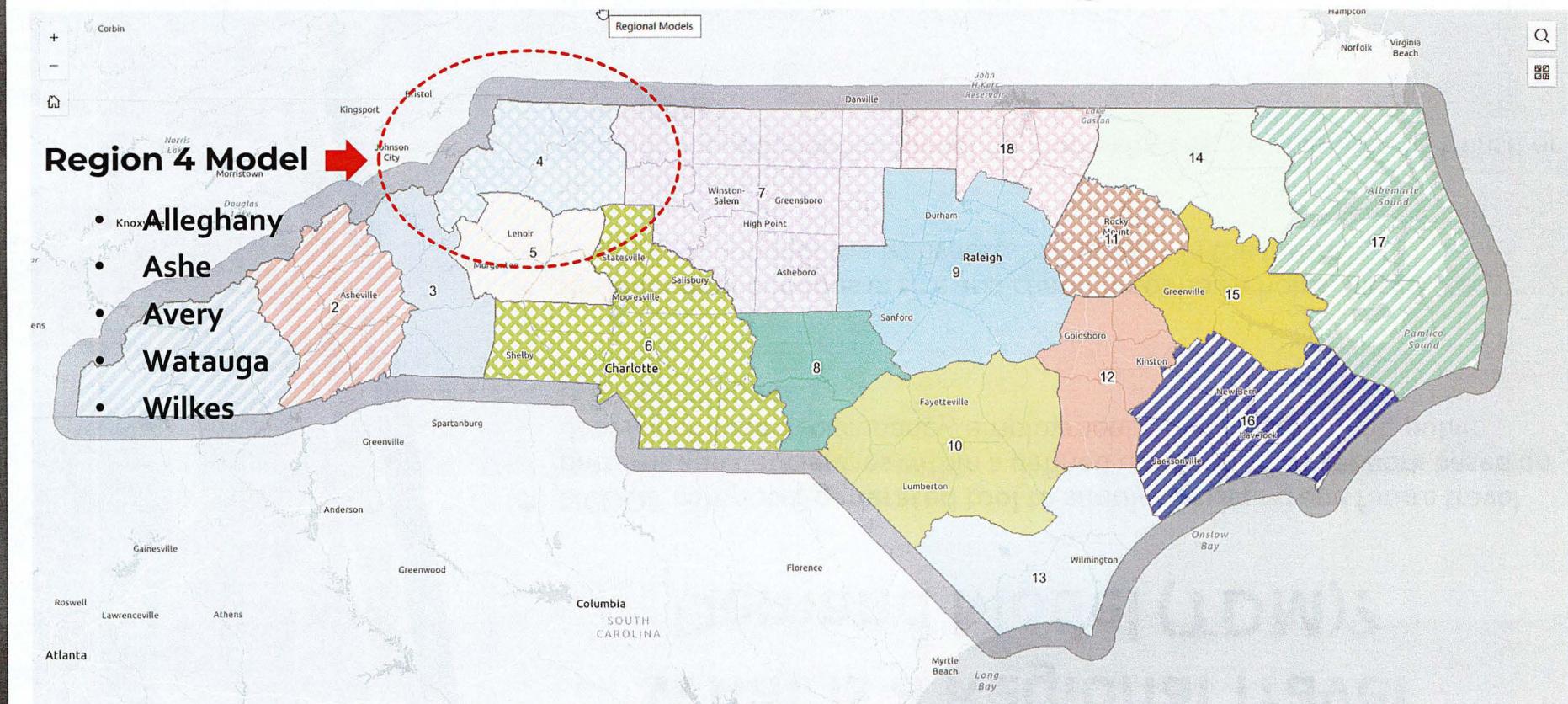
**Description:** Construct multi-use path.  
Right-of-Way 2026  
Construction 2027

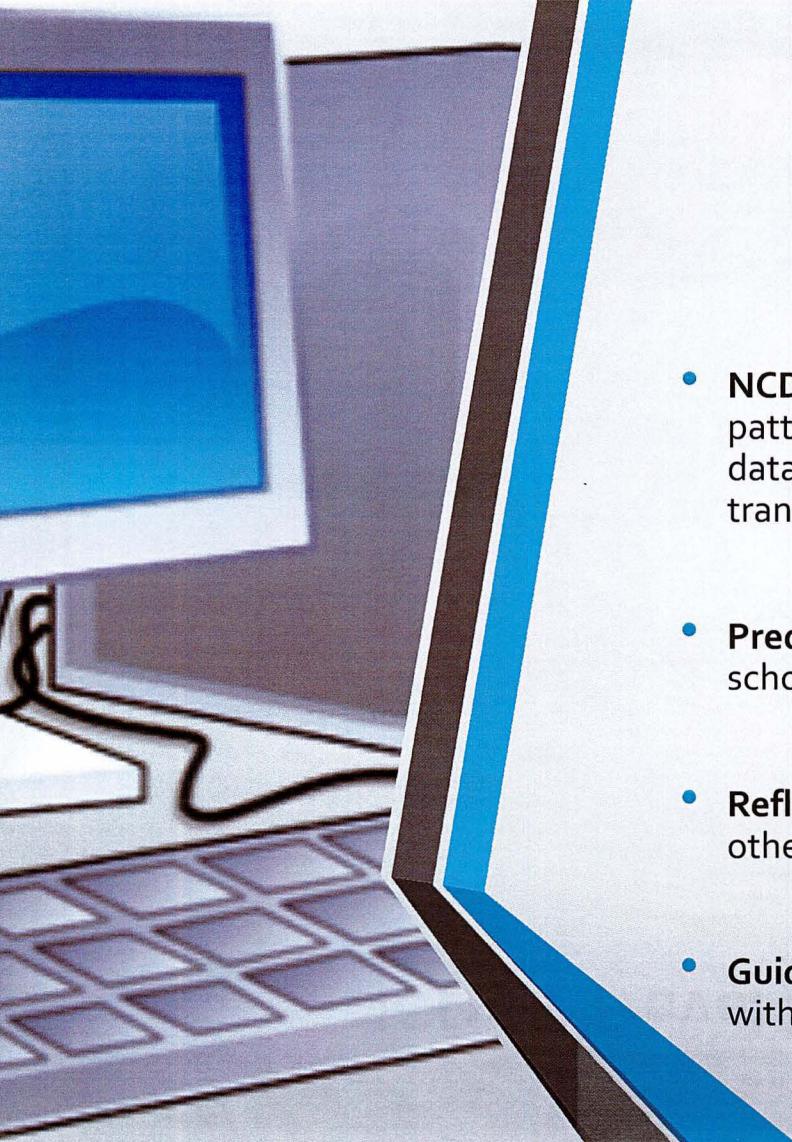




# **NCDOT Region 4 Travel Demand Model (TDM)**

# **NCDOT Travel Demand Model Regions in NC**





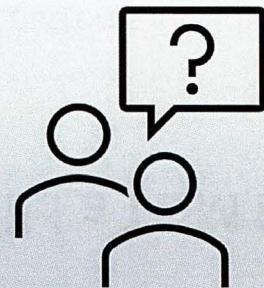
# What is a Regional Travel Demand Model (TDM)?

- **NCDOT computer generated tool to simulate** existing and future travel patterns and deficiencies within a defined transportation network based on data (certificate of occupancy, employment, school enrollment, public transit, visitor, etc.)
- **Predicts how changes** in size and character of households, businesses, schools, etc. impact the transportation system in the future.
- **Reflects travel behavior based on mode choices**, i.e., highway vs transit or other modes.
- **Guided by input** from a local TDM Coordinating Committee in partnership with NCDOT and the High Country RPO

# Why build a TDM for Region 4?

## Goals

- **Provide a tool** to conduct highway analyses across the planning area (multiple counties) to inform future Comprehensive Transportation Plan (CTPs) in the in High Country.
- **Organize multi-county household/business data** to facilitate future planning and growth scenario testing.
- **Estimate** existing and future traffic on major transportation roadway facilities describing travel deficiencies, characteristics, and patterns within and across multiple planning jurisdictions.



## Why build a TDM for Region 4?

### Benefits

- Validate local conditions and travel patterns including non-resident and tourist impacts to forecast future 30-year travel conditions.
- Assess impact of special generators – growth of Appalachian State University, Caldwell / Wilkes Community College and other large-scale sites.
- Support scenarios to prepare for future events – such as identifying detour and redundancy routes to optimize performance.
- Support scenarios for future growth accounting for differences in growth rates in areas across the region.
- Inform the development of the Watauga CTP and other future CTPs in High Country.



**Thank you!**

## **AGENDA ITEM 7:**

### **PROPOSED FINAL REVISION TO HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FY 2025 ALLOCATION**

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

Ms. Angie Boitnotte, Project on Aging Director, will request the Board approve an additional revision to the allocation of the Home and Community Care Block Grant (H&CCBG). The request is to move \$649 from In-Home Aide Level II to In-Home Aide Level I services. The overall allocation and match remain the same.

Board action is required to approve the final revision to the Home and Community Care Block Grant (H&CCBG) FY 2025 allocation as presented in the packet.



# Watauga County Project on Aging

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

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

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** July 8, 2025

**SUBJ:** Final Revised Allocation of FY25 Home and Community Care Block Grant Funds

Due to the final levels of spending for In-Home Aide services, a revision was needed to move \$649 from IHA Level II to IHA Level I. The overall allocation and match remain the same.

The revised allocation to services is as follows:

| <b>HCCBG Service</b>  | <b>HCCBG Allocation</b> | <b>Match</b> |
|-----------------------|-------------------------|--------------|
| In-Home Aide Level I  | \$83,738 (+\$649)       | \$9,304      |
| In-Home Aide Level II | \$60,021 (-\$649)       | \$6,669      |
| Congregate Meals      | \$49,830                | \$5,537      |
| Home Delivered Meals  | \$121,199               | \$13,467     |
| Transportation        | \$6,000                 | \$667        |

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II



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**AGENDA ITEM 8:**

**NORTH CAROLINA AMATEUR SPORTS GRANT ACCEPTANCE REQUEST**

**MANAGER'S COMMENTS:**

Mr. Keron Poteat, Parks and Recreation Director, will request the Board accept a \$20,000 grant through North Carolina Amateur Sports.

Board action is required to accept the grant through North Carolina Amateur Sports in the amount of \$20,000.



## WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607

Phone : (828) 264-9511

Fax : (828) 264-9523

[www.wataugacounty.org](http://www.wataugacounty.org)



To: Mr. Deron Geouque, *County Manager*  
Watauga County Board of Commissioners

From: Keron J. Poteat, *Director* *KJ*

Subject: Youth Sports Grant Acceptance

Date: June 19, 2025

Watauga County Parks & Recreation has been awarded a \$20,000 Grant through North Carolina Amateur Sports. The grant will assist with financial costs incurred as a result of Hurricane Helene. Specifically, the grant will pay for the new scoreboard, batting cages, and backstop pads.

Following grant acceptance by the Board of Commissioners, we will submit itemized receipts to NCAS. Grant monies will be dispensed immediately.

Documentation is attached for your review.

## Keron Poteat

---

**From:** North Carolina Amateur Sports <mailer@racereachmailer.com>  
**Sent:** Thursday, March 27, 2025 12:56 PM  
**To:** Keron Poteat  
**Subject:** Confirmation Application Form



Your Submission is Complete.

### Application Form

Thank you for submitting an application! The deadline for the second round is April 1 at 11:59pm PST. The committee will begin to review applications at that time. In the meantime, please review your application and contact us at [ncas@ncsports.org](mailto:ncas@ncsports.org) prior to April 1 if any changes need to be made.

### Summary

#69658 - Application Form

Email: [keron.poteat@watgov.org](mailto:keron.poteat@watgov.org)

Submission Date: Thu, Mar 27, 2025 @ 12:53 pm

Confirmation ID:

[px\\_WDARXApbY4VZ1743094023305425405](#)

[ncas@ncsports.org](mailto:ncas@ncsports.org)

### Details

Email: [keron.poteat@watgov.org](mailto:keron.poteat@watgov.org)

First Name: Keron

Last Name: Poteat

Address: 231 Complex Drive

City: Boone

State: North Carolina

Zip Code: 28607

Phone Number: 828.264.9511

County: Watauga (\$20,000)

Applying Organization Name: Watauga County Parks and Recreation

Are you a local government or 501(c)(3) non-profit organization?: Local Government

Has your organization previously received a Youth Sports Grant from North Carolina Amateur Sports?: No

Project Title: Complex Field (of Dreams)

Amount of Request: 20,000

Total Cost of Project: 250,000

Do you have the additional funding committed if additional funding is needed for the project? : Yes

Please explain how the additional funds have been secured.

The County will supplement from their fund balance any unmet financial needs.

Number of youth participants up ... funding would benefit annually.: 1,000

Age 1-5: 85

Age 6-14: 825

Age 15-17: 200

Upload your Part One responses here.: [FILE LINK](#)

By checking this box, I hereby certify that the information contained in this application is truthful. : on

Applicant Signature (Please type your name.): Keron J Poteat



NORTH CAROLINA AMATEUR SPORTS

## 2024-2025 Youth Sports Grant Application - Part One

### ***For Equipment and Facility Upgrades***

You must review the **Grant Guidelines** posted on the North Carolina Amateur website before beginning the application process. After reviewing and agreeing to the Grant Guidelines, you will need to complete Part One and Part two of the application. To complete Part One, answer the following questions, each with a 1,500 character limit. Once you have completed the questions, you will be provided with instructions on where and how to upload your answers and complete Part Two of the application process. Do not create a separate PDF file with your answers. If you are applying for a grant for a 501(c)(3) organization, you will also be required to upload the following items during Part Two of the application process:

- A list of the organization's Board of Directors and their affiliation/occupation
- Letter of Determination from the IRS verifying your organization's 501(c)3 status

All uploaded files must be in PDF format. Incomplete and/or incorrectly submitted applications will not be considered. Grant recipients are required to submit a full accounting for how the grant funds were expended along with a progress report within 30 days after expending any approved funds.

The application deadline is 11:59 p.m. PST on April 1, 2025. Applications will be reviewed by the NCAS Endowment Fund Committee and applicants will be notified of their status no later than May 31, 2025. Check the **County List** to determine the amount of funding that is available in your County for this grant cycle. Email [ncas@ncsports.org](mailto:ncas@ncsports.org) for any questions.

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1. Provide an overview of the organization that is applying for the grant. (1,500 character limit)

Watauga County is comprised of over 54,000 citizens and is comprised of four towns -- Boone, Blowing Rock, Beech Mountain, and Seven Devils. The Watauga County Parks and Recreation Department is centrally located in Boone, and serves as the community's hub for recreational services.

In addition to typical recreation programming such as adult sports (softball, volleyball, pickleball, basketball, and kickball); youth sports (basketball, volleyball, baseball, softball, soccer, tennis, and football); aquatics (swim lessons and club teams); special programs (Special Olympics, senior games, summer camps, holiday programming), Watauga County Parks and Recreation also oversees the Watauga Community Recreation Center. The WCRC is a 100,000 square foot facility featuring four gyms, an indoor walking track, a multipurpose room, pool party rooms, a fitness center, indoor aquatics center with a lap and recreational pool, and a childcare facility. Upwards of 55 fitness classes are offered weekly, as well as open gym programs including pickleball clinics, classes, and free play.

Other facilities and parks run through WCP&R include: five outdoor ballfields; the old Cove Creek Gym and complex (which was completely destroyed by Hurricane Helene), Rocky Knob Bike Park, several paddle accesses, Howard Knob Park, the Tot Lot, Brookshire Park, Ted Mackorell Soccer field, portions of the Middlefork Greenway Trail.

2. Give a brief description of the funding request and an explanation of how the grant funds will be used.  
*(1,500 character limit)*

Following Hurricane Helene, the Watauga County Parks and Recreation Complex Fields sustained major damage and destruction from flood waters and wind. In repairing these fields for play, and especially for the Tar Heel League State Tournament in July, the department has substantial expenses not only in rebuilding the fields, but also in recouping equipment that was lost or destroyed. The requested funding specifically would be used to replace a scoreboard that was damaged and broken by a floating shipping container, for pitching mounds that floated down the creek, for L-screens, windscreens, and for batting cages that were all battered and torn by Hurricane Helene's full force winds.

3. What are the objectives of the project in measurable terms? *(1,500 character limit)*

The objectives are to return the fields to the same, standard level of play as before the storm.

To allow for 1,000+ youth to learn the skills and experience the game of softball and baseball.

To provide continued softball recreation for 500+ adults.

To host the Tar Heel League State Tournament in July of 2025.

4. Provide a timetable for the project and the expenditure of the requested funds. *(1,500 character limit)*  
*(All funds must be expended within one year of receipt unless otherwise stated.)*

September-December of 2024: Inventoried damages/losses

October 2024-March 2025: Provided loss reports to FEMA and insurance

October 2024-Current: Working to repair fields through grading, sodding, fencing

February-Current 2025: Submitting Purchase Orders for approval to order needed equipment and inventory

Current 2025: Ordering necessary inventory and replacing the must have equipment lists.

Expected Completion: July of 2025

5. Provide a description of the staff involved and the qualifications of individuals involved in carrying out the project. *(1,500 character limit)*

Watauga County Maintenance Staff: dozing, grading to remove storm debris and spread new infield and provide field reparations. Qualifications -- heavy equipment handlers, general field maintenance knowledge.

WCP&R Athletic Staff: Inventorying, ordering, overseeing replacements for field needs. Qualifications -- collectively, 30 years of athletic experience.

WCP&R Management: Reporting project needs, completing POs, ordering equipment, working with contractors and maintenance department in the rebuild process. Qualifications -- collectively 50 plus years in recreation management.

6. Provide an itemized financial breakdown of the expenditures for the funding that is being requested.  
*(1,500 character limit)*

Nevco Scoreboard & Components -- \$9,733

Batting Cage -- \$8,534

Backstop Pads -- \$1,782

TOTAL = \$20,049

7. Would you accept partial funding for this request? If so, prioritize the funding request in order of preference. *(1,500 character limit)*

Absolutely. We appreciate any consideration of funding.

Priority would be in the order as listed above.

*Once you have answered all of the questions above, download and save the completed PDF. This PDF will be uploaded during Part Two of the application process. Click here to view Part Two.*

## Keron Poteat

---

**From:** ncas@ncsports.org  
**Sent:** Friday, May 30, 2025 5:06 PM  
**To:** Keron Poteat  
**Subject:** Youth Sports Grant Notification - April 2025 Grant Cycle  
**Attachments:** N.C. Amateur Sports ACH Authorization Form.pdf

Dear Youth Sports Grant Applicant,

Thank you for submitting a grant application to the Youth Sports Grant Fund, which provides funding for the purchase of youth sports equipment and facility upgrades that benefit youth sports in our state. The Youth Sports Grant fund for equipment and facility upgrades was established by the North Carolina General Assembly and N.C. Amateur Sports from a percentage of the sports wagering tax revenues in our state. Our Grant Committee has carefully reviewed your application, and we are excited to notify you that we have approved the amount of grant funding below for the project below that you requested in your Youth Sports Grant application:

**Organization Name: Watauga County Parks and Recreation**

**Project Name: Youth Sports Equipment**

**Amount of Funding Approved: \$20,000**

To receive your funding, you must complete the attached ACH Authorization Form and return to the address, or email address on the form within 30 days of this email notification.

By accepting the grant funding, you agree to the following requirements:

- Grant funding must be used for items in the budget that you submitted with your application. If you received partial funding for your request, you may choose the items in your budget that you would like to purchase. Funding may not be used for anything that was not included in the budget that you submitted.
- Grant awards must be expended within one year of receiving the funds.
- Within 30 days of expending your total grant funds you must submit a receipt for each purchase.
- Within 30 days of expending your total grant funds you must submit before and after photos of the project.
- Any unused funds after one year of the funds being issued must be paid back to North Carolina Amateur Sports immediately.
- Any funds must be paid back to North Carolina Amateur Sports immediately after one year of the funds being issued if receipts for the funds are not provided..
- N.C. Amateur Sports will require a full refund of the grant award if any of the grant funds are used improperly, or for any items not included in the budget that you submitted.
- Receipts and photos (before and after) may be emailed to [ncas@ncsports.org](mailto:ncas@ncsports.org), or mailed to: N.C. Amateur Sports, 406 Blackwell Street, Suite 120, Durham NC 27701.
- You must notify us immediately if you determine that you are no longer able to use the funds as you outlined in your application, or if you are not able to accept an ACH payment.

Please reply to this email with any questions.

**Keron Poteat**

---

**From:** ncas@ncsports.org  
**Sent:** Thursday, June 19, 2025 10:55 AM  
**To:** ncas@ncsports.org  
**Subject:** Youth Sports Grant Payment Submitted

Youth Sports Grant Recipient,

We're pleased to inform you that your grant payment has been submitted for payment on **June 23, 2025** to the bank account you provided on your ACH form. If applicable, please notify your finance or administrative office of this scheduled payment.

We are excited to support your organization through this grant. We look forward to receiving the required photos and supporting documentation as outlined in the grant guidelines. For your reference, the grant guidelines and requirements are available at the following link - [Youth Sports Grant Guidelines and Requirements](#)

Best wishes!

*North Carolina Amateur Sports-  
NCAS Youth Sports Grant Committee*

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## **AGENDA ITEM 9:**

### **K-9 PURCHASE REQUEST**

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

The Watauga County Sheriff's Office recently hired an Avery County K9 Deputy to fill a deputy vacancy. Avery County would not release his K9 unless Watauga County paid them \$20,000. The Sheriff's Office was able to find a donor to contribute the required \$20,000.

Captain Carolynn Johnson, Watauga County Sheriff's Office, will request the Board approve the \$20,000 to purchase the Avery K9. Upon approval to purchase, the Board will need to surplus the K9 and then adopt the resolution authorizing the County Manager to arrange the private sale to the deputy. Board action is required to surplus the K9 to the deputy as the County's K9 positions are filled and no funds have been budgeted for an additional K9 deputy.

Staff seeks direction from the Board.

# Memo:

Date: 7/10/2025

To: County Manager Deron Geouque

From: Captain Carolynn Johnson WCSO

Captain Carolynn Johnson requesting assistance with obtaining a K-9 for Deputy. Deputy worked previously at Avery County Sheriff's Office and was hired by Watauga County Sheriff's Office. Avery County Sheriff's Office is agreeing to release K-9 Creed to the Deputy as long as the transfer happens between agencies. Watauga County will receive a donation in the full amount for the K-9 and in return will surplus K-9 Creed to Deputy Caleb Hicks, his handler and who he has bonded with greatly for \$1. This will release Watauga County of all liabilities and future care or cost and assist this Deputy in keeping K-9 Creed.

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

**Resolution Authorizing the Sale of Personal Property  
Worth Less Than \$30,000 (G.S. 160A-266; 267)**

**WHEREAS**, Watauga County owns certain items of personal property that have become surplus for its current needs; and

**WHEREAS**, the Watauga County Sheriff's Office has a K-9 named Creed; and

**WHEREAS**, North Carolina General Statute § 160A-266 permits the County to sell such property by private sale, upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

**WHEREAS**, the Watauga County Board of Commissioners is convened in a regular meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Watauga County Board of Commissioners that:

1. The Board of Commissioners authorizes the County Manager to sell, by private sale, this K-9 "Creed" according to the North Carolina General Statute 160A-266, and make this K-9 available to Deputy Caleb Hicks, who will be responsible for all further medical and housing expenses once K-9 "Creed" is retired.
2. The clerk to the Board of Commissioners shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

**ADOPTED** this the 15<sup>th</sup> day of July, 2025.

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Braxton Eggers, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Katherine Hancock, Clerk to the Board

(SEAL)

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**AGENDA ITEM 10:****EMERGENCY SERVICES MATTERS***A. Hurricane Helene Update***MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will provide a Hurricane Helene update. The report is information only; therefore, no action is required.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-4235  
Fax 828-265-7617



**Fire Marshal ♦ Emergency Management ♦ Communications**

July 8<sup>th</sup>, 2025

**To:** Board of Commissioners  
**CC:** Deron Geouque, County Manager  
Katie Hancock, Clerk to the Board  
**Subject:** Helene Update

Board of Commissioners,

I would like to offer a brief update on the status of recovery in Watauga County from the Emergency Services perspective. It is hard to imagine that it has been over nine months since Helene struck our County and while we have made great progress we know we still have a long way to go. A few key points:

- County staff continue to work with our insurance provider, most claims have received their determination and this information has been passed along to FEMA as we work through our Public Assistance (PA) projects.
- Right-of-Way debris removal continues and new debris placement ended March 2<sup>nd</sup>. We have shared multiple concerns with overall progress with the vendor. It is noted other counties are having similar or worse concerns with the same vendor and we are coordinating that flow of information with NCEM for future operations. Staff have been validating the punchout list provided by SDR.
- Waterway debris removal with the Corps of Engineers (USACE) is winding down. All eligible debris sites have been completed and final closeout of the temporary debris sites is nearing completion.
- PPDR has had a delay due to federal funding changes. With that, the contract has been awarded to the same contractor who performed waterway (Bering Strait) and they are ready to go once the task orders are completed. Over 1000 applications were received and so far 500 projects have been awarded in the contract. At time of writing, work is expected to occur within the week.
- Staff continues to coordinate weekly with USACE, Watauga County Soil and Water, NRCS, and FEMA on debris management and future steps in restoring our waterways. At time of report, over 400,000 cubic yards of debris have been removed from our waterways.
- The first batch of Emergency Watershed Protection (EWP) projects have been approved by NRCS; staff is coordinating with Soil and Water on an RFP to bid these projects out.
- FEMA has stood up a landslide taskforce to assist State and local governments with tracking landslide damage and potential paths forward for remediation. The path forward is unclear though as a funding mechanism for remediation of these slides has not been identified
- The NCEM Private Road and Bridge program is on the ground doing inspections in Watauga County. At last report, we have 507 projects submitted with 477 of those already being assessed by the PRB team.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-4235  
Fax 828-265-7617



## ***Fire Marshal ♦ Emergency Management ♦ Communications***

- Hagerty Consulting is working with staff to complete PA projects. We currently meet bi-weekly to discuss progress and priorities and have meetings with FEMA every two weeks. To date, not including debris operations, Hagerty has secured \$540,488.62 in reimbursement payments committed to the County and our partner agencies.
- The Multi-Agency Resource Center (MARC) remains open 8-12 on Fridays, however use data is being monitored to ensure this is the best use of resources. We have requested the MARC stay open through the summer and will monitor continued use. Currently, the MARC sees very few applicants for services and had zero visits the week prior to the decision to reduce operation to a half day on Fridays.

The Emergency Services Department is grateful for the partnership with our local, State, and federal partners specifically as they focus efforts to get money flowing into our community to restore what was lost and also build an even more resilient future.

Respectfully,

A handwritten signature in black ink, appearing to read "William Holt".

William Holt, MPA, CEM, NREMT-P  
Emergency Services Director

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## **AGENDA ITEM 10:**

### **EMERGENCY SERVICES MATTERS**

#### ***B. Emergency Services Vehicle Purchase***

Mr. Holt, Emergency Services Director, will request Board approval for one (1) new 2025 F-150 to replace the 2019 truck. The cost of the 2025 F-150 and upfit is \$93,499.80.

Board action is required to approve the purchase of a 2025 F-150 and upfit in the amount of \$93,499.80.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-4235  
Fax 828-265-7617



***Fire Marshal ♦ Emergency Management ♦ Communications***

July 8<sup>th</sup>, 2025

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Katie Hancock, Clerk to the Board

**Subject:** Replacement Vehicle

Board of Commissioners,

Please consider the approval of the replacement 2019 Emergency Services vehicle with a 2025 F-150. The cost of the vehicle is \$93,499.8 (vehicle plus upfit) as noted in the two quotes attached. Funds have been budgeted for this purpose.

Respectfully,

William Holt, MPA, CEM, NREMT-P  
Emergency Services Director

Prepared for: , Watauga County

---

2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)

Price Level: 515

---



### **Client Proposal**

Prepared by:  
Jeff Williams

Office: 182-869-34281

Email: [jeffwilliams@parksautogroup.com](mailto:jeffwilliams@parksautogroup.com)

Quote ID: 0203202516

Date: 02/03/2025



Parks Ford | 601 DUNCAN HILL RD, HENDERSONVILLE, NC, 28792  
Office: 828-693-4281 | Fax: 828-696-8993

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792



**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

---

, Watauga County

Re: Quote ID 0203202516 02/03/2025

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To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 25-11-0912. Specification # 216

Sincerely,

**Jeff Williams**

Fleet Manager

182-869-34281

[jeffwilliams@parksautogroup.com](mailto:jeffwilliams@parksautogroup.com)

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

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**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

**As Configured Vehicle**

| <b>Code</b>               | <b>Description</b>   |
|---------------------------|--|
| <b>Base Vehicle</b>       |  |
| X3L                       | Base Vehicle Price (X3L)   |
| <b>Packages</b>           |  |
| 301A                      | <p>Equipment Group 301A Standard</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Transmission: Electronic 10-Speed Automatic           <p>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</p> </li> <li>- Tires: 275/65R18 BSW A/T</li> <li>- Wheels: 18" Chrome-Like PVD</li> <li>- Radio: AM/FM Stereo w/6 Speakers           <p>Includes auxiliary audio input jack.</p> </li> <li>- SYNC 4 w/Enhanced Voice Recognition           <p>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</p> </li> <li>- Cloth 40/20/40 Front Seat w/Console           <p>Includes folding armrest and storage, manual driver lumbar, flow-through console with steering column mounted shifter.</p> </li> <li>- 6" Angular Bright Anodized Step Bar</li> <li>- Chrome Door &amp; Tailgate Handles</li> <li>- Chrome Single-Tip Exhaust</li> <li>- Black Painted Grille w/Chrome Center Bar           <p>Includes coast to coast black mesh.</p> </li> <li>- Wrapped Steering Wheel</li> <li>- Dual-Zone Electronic Automatic Temperature Control (DEATC).</li> </ul> |
| <b>Powertrain</b>         |  |
| 995                       | <p>Engine: 5.0L V8</p> <p><i>Includes auto start-stop technology.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- GVWR: 7,100 lbs Payload Package</li> </ul>  |
| 44G                       | <p>Transmission: Electronic 10-Speed Automatic</p> <p><i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i></p>  |
| XL6                       | Electronic Locking w/3.73 Axle Ratio   |
| NONGV                     | GVWR: 7,100 lbs Payload Package  |
| <b>Wheels &amp; Tires</b> |  |
| STDTR                     | Tires: 275/65R18 BSW A/T   |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

**As Configured Vehicle (cont'd)**

| <b>Code</b>                  | <b>Description</b>  |
|------------------------------|---|
| STDWL                        | Wheels: 18" Chrome-Like PVD   |
| <b>Seats &amp; Seat Trim</b> |   |
| M                            | Cloth 40/20/40 Front Seat w/Console<br><i>Includes folding armrest and storage, manual driver lumbar, flow-through console with steering column mounted shifter.</i>  |
| <b>Other Options</b>         |   |
| 145WB                        | 145" Wheelbase  |
| PAINT                        | Monotone Paint Application  |
| STDRD                        | Radio: AM/FM Stereo w/6 Speakers<br><i>Includes auxiliary audio input jack.</i><br><br><i>Includes:</i><br>- SYNC 4 w/Enhanced Voice Recognition<br><i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i> |
| 53T                          | Tow/Haul Package<br><i>Includes:</i><br>- Integrated Trailer Brake Controller<br>- Electronic Locking w/3.73 Axle Ratio   |
| 55A                          | FX4 Off-Road Package<br><i>Includes:</i><br>- Tray Style Floor Liner<br>- 4x4 FX4 Off-Road Bodyside Decal<br>- Hill Descent Control<br>- Off-Road Tuned Front Shock Absorbers<br>- Monotube Rear Shocks<br>- Rock Crawl Mode<br>- Skid Plates<br><i>Includes fuel tank, transfer case and front differential.</i>   |
| 67T                          | Integrated Trailer Brake Controller   |
| <b>Fleet Options</b>         |   |
| 16G                          | Black Vinyl Flooring<br>Requires valid FIN code.  |
| WARANT                       | Fleet Customer Powertrain Limited Warranty<br>Requires valid FIN code.  |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

**As Configured Vehicle (cont'd)****Code****Description**

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guide distributed with the purchase of every new vehicle.*

E4\_02

Vermillion Red

Requires valid FIN code.

**Emissions**

425

50 State Emissions System

**Interior Color**

CS\_01

Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat  
w/Console

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

02/03/2025



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2025 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 515 | Quote ID: 0203202516

**Pricing Summary - Single Vehicle**

|                        | <b>MSRP</b> |
|------------------------|-------------|
| <i>Vehicle Pricing</i> | \$57,075.00 |
| <b>Subtotal</b>        | \$57,075.00 |

*Pre-Tax Adjustments*

| <b>Code</b>    | <b>Description</b> | <b>MSRP</b>        |
|----------------|--------------------|--------------------|
| Discount       | Dealer Discount    | -\$4,938.20        |
| Ford Gvmnt GPC | Government GPC     | -\$2,800.00        |
| <b>Total</b>   |                    | <b>\$49,336.80</b> |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**PROPOSAL**

Emergency Transportation Associates, LLC  
 307 Yuma Lane E  
 Deep Gap, NC 28618  
 828-355-9755  
[contact@joineta.com](mailto:contact@joineta.com)

**PREPARED FOR**

|                  |                                |                          |  |                    |
|------------------|--------------------------------|--------------------------|--|--------------------|
| Shane<br>Garland | Watauga County Fire<br>Marshal | Shane.Garland@watgov.org | 184 Hodges Gap Road,<br>Suite D<br>Boone, NC 28607 | (828) 264-<br>4235 |
|------------------|--------------------------------|--------------------------|--|--------------------|

**PROJECT INFORMATION**

Project ID: `recho63SbyphhDiFN`

Project Type QRV

**CHASSIS/MODULE**

Chassis Manufacture Ford

Chassis Model: CFF 150

Module Manufacture N/A

**FINANCIAL BREAKDOWN**

Project Cost

**\$34,394.75**

**PREPARED BY:**

Eric Vogl Sr ([evogl@joineta.com](mailto:evogl@joineta.com))

Emergency Transportation Associates, LLC

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



## TERMS & ACCEPTANCE

Emergency Transportation Associates, LLC  
307 Yuma Lane E  
Deep Gap, NC 28618  
828-355-9755  
[contact@joineta.com](mailto:contact@joineta.com)



**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.  
If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.  
Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

Payments can be made by check or wire transfer. If the customer plans to pay by check please make the check out to Emergency Transportation Associates, LLC.

**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Rock Hill, SC. Customer representative(s) will pick up the unit at upfitter location, 1316 Flint Street EXT Rock Hill, SC 29730 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING:** All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve the Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of the Customer or to information lawfully within the Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records

**CHASSIS PAYMENTS DUE AT TIME OF ORDER** - Due to the new rules and regulations set fourth by the chassis manufactures all projects chassis must be paid for at the time of order.

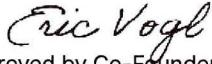
Once your order is processed you will receive an email from ETA with the following

- RO Reference Number
- Total Amount of the project
- Total amount of the chassis cost due
- Total amount due at the time of projects completion

Unless otherwise agreed upon the customers take off chassis (old) is considered traded in to Emergency Transportation Associate's, LLC. A trade in value as already been applied to this order and is included in the total price that is listed on the first page.

## ACCEPTANCE & SIGNATURES

In order to move forward and procure your vehicle order and production slot please sign below and place your initials in the lower right corner of every page and return this proposal back to your Sales Associate at the email address listed on the first page of the proposal. We look forward to working with you and your department on your project.

|   |   |
|---|---|
| Print Name<br>Eric Vogl Sr (evogl@joineta.com)  | Print Name<br>Watauga County Fire Marshal |
| Signature:<br><br>Approved by Co-Founder Eric Vogl | Signature:                                |
| Date: 2/12/2025   | Date:                                     |
| Emergency Transportation Associates, LLC  |   |

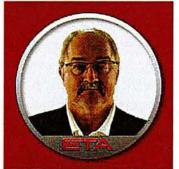
## SCOPE OF WORK

Emergency Transportation Associates, LLC  
 307 Yuma Lane E  
 Deep Gap, NC 28618  
 828-355-9755  
[contact@joineta.com](mailto:contact@joineta.com)



pictures of unit to be remounted



| Category        | Qty Quoted | Part Name   | Vendor                                   | Part Number | Picture  | Description  |
|-----------------|------------|---|--|-------------|--|--|
| Sales Associate | 1          | Eric Vogl Sr.   | Emergency Transportation Associates, LLC |             |  |  |
| Chassis         | 1          | 2025 Ford F 150, Crew Cab, 4x4 Pick Up / Cust Furnished | FORD                                     |             |  |  |
| Chassis Options | 1          | Computer Mount  | Computer Mount                           |             |  | PKG-DS-GTC-120<br>C-VSW-3000-F150-3<br>C-VS-1100_F150-3  |
| Chassis Options | 1          | Console - Type SteelTech I - Ford                       |  |             |  | Aluminum Switch Console - Includes 2 Cup holders, Map STG., and 3 Glove Box STG. Room for Siren and Radios |



|                             |    |  |              |        |  |  |
|-----------------------------|----|--|--------------|--------|--|--|
| Exterior Lighting           | 12 | Feniex - Quad                                    | Feniex       |        |  | LED Surface Light<br>4 - Grille - RED / White<br>2 - Front Intersection - RED<br>2 - Over Rear Wheel Well<br>2 - Rear Tail Gate<br>2 - Bottom of Rear Bumper   |
| Exterior Lighting           | 1  | Feniex - Lightbar / Fusion - Roof Mount          | Feniex       | 49"    |  | 49 inch LED Light Bar. -RED/Amber and RED/White  |
| Exterior Lighting           | 1  | Feniex Traffic Advisor - REAR on Camper Shell    |              |        |  |  |
| Exterior Electrical         | 1  | Camper Shell - ARE - Customer to Pick Proper RED |              |        |  |  |
| Paint & Graphics            | 1  | Graphics -                                       |              |        |  |  |
| Airhorns, Sirens & Speakers | 1  | Feniex - Speakers - Triton 100W                  | Feniex       | S-2009 |  | Triton 100W: with a compact low-profile design and durable polycarbonate housing, its the ideal speaker for any police, fire or EMS vehicle. Uniquely engineered to achieve 85 degree sound dispersion, the Triton is a reliable choice for any first responder. Meets or exceeds SAE J1849 standards. |
| Airhorns, Sirens & Speakers | 1  | Feniex - Siren / Storm Pro 100 Watt              | Feniex       |        |  |  |
| Module Interior             | 1  | Slide Trey - 100 % for 1 Back Board / For F150   | Slide Master | Custom |  |  |
| Special Notes / Options     | 1  | ETA Labor - Includes Harness and Misc shop       |              |        |  |  |
| Warranty                    | 1  | Electrical                                       |              |        |  |  |
| Warranty                    | 1  | Paint  |              |        |  |  |
| Warranty                    | 1  | Remount Conversion                               |              |        |  |  |



## WATAUGA COUNTY SHERIFF'S DEPT

03/13/2025

03/13/2025

WATAUGA COUNTY SHERIFF'S DEPT  
184 HODGES GAP RD  
BOONE, NC 28607

Dear Will Holt,

Motorola Solutions is pleased to present WATAUGA COUNTY SHERIFF'S DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WATAUGA COUNTY SHERIFF'S DEPT with the best products and services available in the communications industry. Please direct any questions to Stori McIntyre at [storimcintyre@callmc.com](mailto:storimcintyre@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Stori McIntyre

Motorola Solutions Manufacturer's Representative

Billing Address:  
 WATAUGA COUNTY SHERIFF'S  
 DEPT  
 184 HODGES GAP RD  
 BOONE, NC 28607  
 US

Quote Date:03/13/2025  
 Expiration Date:05/12/2025  
 Quote Created By:  
 Stori McIntyre  
 storimcintyre@callmc.com

End Customer:  
 WATAUGA COUNTY SHERIFF'S DEPT  
 Will Holt  
 will.holt@watgov.org  
 8284343491

Contract: 19144 - 725G NORTH  
 CAROLINA, STATE OF (NON-ARIBA  
 BASED POS)

| Line #    | Item Number  | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|-----------|--------------|---|-----|------------|------------|-----------------|
| APX™ 8500 |              |   |     |            |            |                 |
| 1         | M37TSS9PW1AN | APX8500 ALL BAND MP MOBILE                                      | 1   | \$6,129.00 | \$4,596.75 | \$4,596.75      |
| 1a        | GA09008AA    | ADD: GROUP SERVICES   | 1   | \$165.00   | \$123.75   | \$123.75        |
| 1b        | G831AD       | ADD: SPKR 15W WATER RESISTANT                                   | 1   | \$66.00    | \$49.50    | \$49.50         |
| 1c        | GA00250AA    | ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA | 1   | \$110.00   | \$82.50    | \$82.50         |
| 1d        | GA00580AA    | ADD: TDMA OPERATION   | 1   | \$495.00   | \$371.25   | \$371.25        |
| 1e        | GA01513AB    | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)                          | 1   | \$105.00   | \$78.75    | \$78.75         |
| 1f        | G51AT        | ENH:SMARTZONE   | 1   | \$1,650.00 | \$1,237.50 | \$1,237.50      |
| 1g        | G78AT        | ENH: 3 YEAR ESSENTIAL SVC                                       | 1   | \$288.00   | \$288.00   | \$288.00        |
| 1h        | GA01438AB    | ADD:GATEWAY RSM   | 1   | \$138.00   | \$103.50   | \$103.50        |
| 1i        | GA09001AA    | ADD: WI-FI CAPABILITY   | 1   | \$330.00   | \$247.50   | \$247.50        |
| 1j        | G843AH       | ADD: AES ENCRYPTION AND ADP                                     | 1   | \$523.00   | \$392.25   | \$392.25        |
| 1k        | G444AH       | ADD: APX CONTROL HEAD SOFTWARE                                  | 1   | \$0.00     | \$0.00     | \$0.00          |
| 1l        | G67EH        | ADD: REMOTE MOUNT E5 MP   | 1   | \$327.00   | \$245.25   | \$245.25        |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line #             | Item Number  | Description                          | Qty | List Price | Sale Price | Ext. Sale Price        |
|--------------------|--------------|--------------------------------------|-----|------------|------------|------------------------|
| 1m                 | GA01517AA    | DEL: NO J600 ADAPTER CABLE<br>NEEDED | 1   | \$0.00     | \$0.00     | \$0.00                 |
| 1n                 | G806BL       | ENH: ASTRO DIGITAL CAI OP<br>APX     | 1   | \$567.00   | \$425.25   | \$425.25               |
| 1o                 | GA01670AA    | ADD: APX E5 CONTROL HEAD             | 1   | \$717.00   | \$537.75   | \$537.75               |
| 1p                 | QA09113AB    | ADD: BASELINE RELEASE SW             | 1   | \$0.00     | \$0.00     | \$0.00                 |
| 1q                 | GA01630AA    | ADD: SMARTCONNECT                    | 1   | \$0.00     | \$0.00     | \$0.00                 |
| 1r                 | W969BG       | ENH: MULTIKEY OPERATION              | 1   | \$363.00   | \$272.25   | \$272.25               |
| 1s                 | G361AH       | ENH: P25 TRUNKING<br>SOFTWARE APX    | 1   | \$330.00   | \$247.50   | \$247.50               |
| Product Services   |              |                                      |     |            |            |                        |
| 2                  | LSV00Q00202A | DEVICE PROGRAMMING                   | 1   | \$49.00    | \$49.00    | \$49.00                |
| 3                  | LSV00Q00203A | DEVICE INSTALLATION                  | 1   | \$420.00   | \$420.00   | \$420.00               |
| <b>Grand Total</b> |              |                                      |     |            |            | <b>\$9,768.25(USD)</b> |

### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - #: 36-1115800



## **Purchase Order Checklist NA OM**

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

**PO Number/ Contract Number**

**PO Date**

**Vendor = Motorola Solutions, Inc.**

**Payment (Billing) Terms/ State Contract Number**

**Bill-To Name on PO must be equal to the *Legal* Bill-To Name**

**Bill-To Address**

**Ship-To Address (If we are shipping to a MR location, it must be documented on PO)**

**Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )**

**PO Amount must be equal to or greater than Order Total**

**Non-Editable Format (Word/ Excel templates cannot be accepted)**

**Tax Exemption Status**

**Signatures (As required)**

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

## **AGENDA ITEM 10:**

### **EMERGENCY SERVICES MATTERS**

#### ***C. EMS Third-Party Billing Service Agreement***

Mr. Holt will request Board approval for the contract with EMS Management & Consultants, Inc. to provide third-party billing services and electronic Patient Care Report for the new ambulance service. The cost of the system is 7.5% of the net collections billed. However, the Board may wish to wait until the new EMS Director is hired to make a recommendation.

Staff seeks direction from the Board.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-4235  
Fax 828-265-7617



***Fire Marshal ♦ Emergency Management ♦ Communications***

July 8<sup>th</sup>, 2025

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Katie Hancock, Clerk to the Board

**Subject:** EMS Third-Party Billing Services Agreement

Board of Commissioners,

Please see the attached contract to engage EMS Management & Consultants, Inc. (EMS/MC) to provide third-party billing services and the electronic Patient Care Report (ePCR) system for Watauga County. The ePCR system is the same system utilized by Watauga Medics, Inc. so there will be no significant transition for current staff moving forward. The cost of this proposal is 7.5% of net collections billed as defined in the contract which includes the 5.25% fee for service and the 2.25% cost of the ePCR platform. Combining the contracts through EMS/MC realized a savings of over 13% vs. contracting for billing and ePCR software separately. Also included is the original proposal from EMS/MC for your review. The County Attorney has reviewed this contract and commissioner approval is requested.

Respectfully,

William Holt, MPA, CEM, NREMT-P  
Emergency Services Director



March 13, 2023

Attn: Will Holt, Director  
Watauga County EMS  
814 W. King Street  
Boone, NC 28607

Dear Mr. Holt,

EMS Management & Consultants is very pleased to submit a proposal to Watauga County EMS. Now in our 26<sup>th</sup> year, EMS|MC knows the EMS billing industry like no other. Processing over 3.3 million claims nationally – including 91 agencies in North Carolina, EMS|MC is uniquely positioned to bring the best EMS billing solution to Watauga County EMS.

EMS|MC delivers the most compliant & optimized collections, enabled by industry leading processes, innovative technology & attentive client care. In the last 5 years, over 90 new agencies have entrusted EMS|MC with their EMS billing needs. As a result of these transitions, compliant collections increased for every agency. EMS|MC understands that making the decision to outsource your EMS billing can be a difficult one & minimizing risk during the transition is critical.

**Every agency we have transitioned to EMS|MC has increased their compliant collections, and we are very confident we will bring unmatched value to Watauga County EMS should we be selected as your partner.**

To ensure all transition risks are minimized, your deployment project manager will lead a methodical & thorough onboarding process. This process will establish written billing and collection policies, review contracts with payors and facilities, and ensure that all contingencies are planned for. In this response, we will detail what makes us unique from our competitors and the Gold Standard in EMS billing, including the following highlights:

- **Cutting-edge Technology** – EMS|MC's proprietary claims processing platform, **EMSmart™**, brings the best of human judgement & automation together to ensure the highest clean-claim rate & cash-per-trip results in the industry. **Crew Analysis** is an unmatched performance management tool for your medics, focused on key billing documentation needed for maximum collections.
- **Dedicated Account Management** – Your account manager will be focused on your business providing on-site interaction & feedback, tailoring our solution to fit the needs of your organization & community. They bring extensive EMS billing knowledge & an attentive, personal approach to the account management for Watauga County EMS.



- **Onboarding** – EMS|MC's proven project management driven onboarding process, **EMStart**, ensures that Watauga County EMS will not see a disruption in cash flow during the transition to EMS|MC.
- **Compliance** – Headed by Chief Compliance Officer, Kim Stanley, EMS|MC's compliance team is dedicated to ensuring the unmatched awareness & adherence to the unique regulatory environment of North Carolina, representing your agency fully in the case of an audit.
- **Advocacy** – Headed by Advocacy Liaison, Regina Godette-Crawford (formerly the chief of NCOEMS), EMS|MC's advocacy efforts go beyond the needs of just our clients. Aiming to educate & empower all EMS agencies, EMS|MC advocates on behalf of all organizations & their communities & will ensure that Watauga County EMS will be well represented at both the state & national levels.
- **EMScholar™** – Our **EMScholar™** education portal provides up-to-date content verified by industry experts at Page, Wolfberg & Wirth that is designed to create consistency and operational efficiencies that are comprehensive, all-encompassing, and convenient for all users.

Throughout our proposal to Watauga County EMS we will demonstrate that with our experience and disciplined approach to EMS billing, we would be the right choice as your EMS billing partner. Watauga County EMS will find us to be trustworthy, dedicated, and tireless in our relationship with you to deliver the industry's best value-to-cost ratio - always improving as we customize our solution to fit your unique needs.

We sincerely hope to earn the right to be your future EMS billing partner and look forward to the next steps.

All my best,

Greg Carnes, Chief Executive Officer  
EMS Management & Consultants, Inc.  
2540 Empire Drive, Suite 100  
Winston-Salem, NC 27103  
P. 336.714.9085 | [Greg.Carnes@emsbilling.com](mailto:Greg.Carnes@emsbilling.com)

*As Chief Executive Officer for EMS|MC, I am authorized to make representations on behalf of EMS Management & Consultants, Inc. EMS|MC does not have any ethical conflicts that would interfere with a contractual obligation with Watauga County EMS.*



## EMS|MC – Who We Are & What We Do

Founded in 1996 by a Paramedic, EMS Management & Consultants has assembled a team of industry-leading experts who are dedicated to maximizing EMS reimbursements. We deliver unparalleled service designed to bring value to your citizens.

**Headquartered in Winston-Salem, North Carolina, EMS|MC serves communities, like yours, across the United States, and processes more than 3.3 million claims annually.**

EMS|MC sets the industry standard with our expertise, innovation, and patient-centric approach. We understand that no two agencies are alike, yet each of our clients benefits from the benchmarking and trending information from neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter to our clients across the nation.

EMS|MC strives every day to build strong, long term partnerships that are built on trust and dependability. A partnership with EMS|MC will offer Watauga County EMS compliant methodologies, consultative decision-making, innovative technology solutions, and a patient-centric process designed to maximize your revenue.

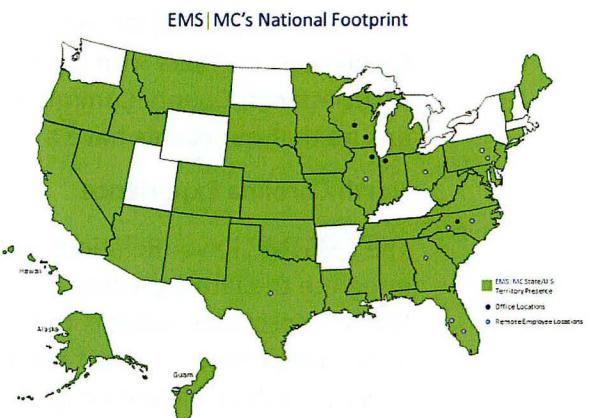
We understand the demographics, patient outcomes, cultural billing practices, industry developments and what is important to your patient community. EMS revenue cycle management requires a deep level of expertise, given the ever-changing regulatory environment and requirements from payors. EMS|MC has developed a system of compliance, billing expertise and sensible automation designed to maximize recovery.

### A Partner You Can Trust

EMS|MC is the industry leader in providing HIPAA-compliant revenue cycle management that delivers optimized collections to our clients in North Carolina and across the nation. EMS|MC realizes the importance of Watauga County EMS's mission to compassionately provide critical medical care to its citizens, and our solution described in the response will detail how we will be a partner you can trust to support that mission. EMS|MC is unique in the industry. While experiencing steady growth in our 26-year history, beginning in North Carolina, and expanding across the nation, we have gained significant momentum in the last three years. Our increased investments in technology-driven innovation and human talent within our team has allowed us to build the most effective and scalable solution for agencies looking for an EMS billing partner.

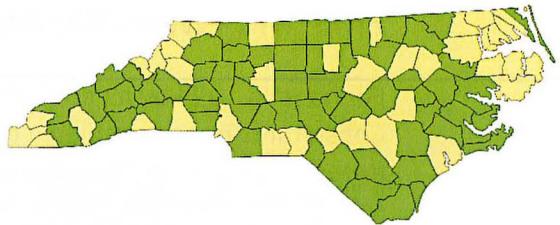
**EMS Revenue Cycle Leader**

**EMS|MC is the largest EMS billing agency in the United States**



## EMS|MC & North Carolina

Currently providing EMS billing for 91 North Carolina agencies and processing more than 810,000 transports annually, EMS|MC is well positioned to successfully partner with Watauga County. EMS|MC has proven expertise with the NC Debt Setoff Program, NC Medicaid Reform, NCTracks, & Palmetto MAC. EMS|MC actively engages in industry events and advocacy efforts across North Carolina, as partners with the NC Association of EMS Administrators, the NC Office of EMS, the NC Association of County Commissioners, the NC Government Finance Officers Association, and others to ensure that our clients have a “seat at the table” for EMS legislative representation.



### North Carolina Experience

The EMS|MC Payor Relations, Operations and Compliance departments work together closely to integrate the latest process improvements and checkpoints for our electronic claims submissions. We have provided support to state Medicaid agencies by writing Medicaid policy as it pertains to ambulance reimbursement and have assisted in legislative language for payment of alternative EMS services such as Mobile Integrated Healthcare/Community Paramedics.

**Since January of 2022,  
EMS|MC has received  
NC DSO Payments  
totaling over \$4.5**

Further, it is important for us to note that EMS|MC has a vast amount of experience with Palmetto GBA, the part B Carrier for North Carolina. **In 2022 alone, our firm submitted over 500,000 billable EMS claims to Palmetto GBA totaling \$406,270,125.** No other firm in the nation possesses our level experience with Palmetto GBA, North Carolina's Medicare Part B Carrier.

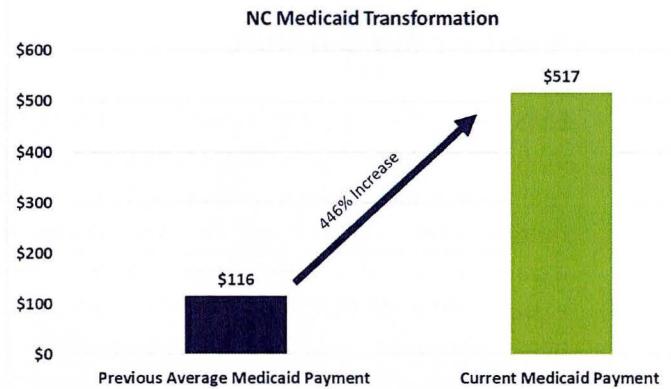
EMS|MC understands that by entrusting us with your Revenue Cycle Management (RCM) process, it goes beyond just managing the billing. It is the assurance that someone is advocating on your behalf for the reimbursement issues that are important to the industry.

### NC Advocacy

In 2019 Medicaid announced the transition to commercial Prepaid Health Plans (PHPs) which would have eliminated \$42 million dollars in Medicaid payments Statewide.

EMS|MC saw the need to protect these dollars for all NC municipal agencies and hired a healthcare attorney that represented the top five NC counties that worked to ensure that the agencies did not lose the Medicaid Cost Report Dollars.

EMS|MC even modified our fee structure for processing Medicaid claims to ensure the public ambulance communities retained these additional dollars not charged at the usual Net Collection percentage.





## The Key Elements of EMS|MC's Billing Solution Include:

### Collections Maximization

EMS|MC's claims management methodology is a multi-step process built around EMS|MC's processing platform, **EMSmart™**. This platform delivers the industry's best rule-based process automation while retaining human judgement at the appropriate points in the billing cycle to maximize your reimbursements.

**EMSsmart™** is the backbone of our billing process. During the **EMSstart** onboarding process we create a client specification based on your responses to our detailed questionnaire, we then input your rules into our pre-processor. **These details enact guard rails that provide protection as they are built around pre-existing state guidelines and idiosyncrasies specific to your agency.** EMS|MC collects more for our clients through our eligibility process, a compliant billing and coding process and exhausted denial and claim management process that is HIPAA compliant. **As the largest, sole EMS billing agency, our team of industry leading experts are dedicated to maximizing your revenue.**



### Compliance

EMS|MC has a dedicated internal compliance staff that is committed to ethical, well-documented process of compliance, risk management and professional billing practices. EMS|MC is dedicated to maintaining a deep knowledge of our clients' payors and EMS legislation on both the state and national levels. EMS|MC not only has monthly internal and external audit programs in place for our staff and our client base, but our experienced compliance staff will also defend clients in the event of a Medicare or Medicaid CMS audit. **EMS|MC has saved millions & counting in repayments for clients due to proving inaccurate audits.**



## SSAE No. 18 SOC I, Type 2 Audit

EMS|MC completes a SSAE No. 18 SOC I, Type 2 audit each year to ensure quality, confidence and consistency in our processes. As a result of this audit, many reconciliation points throughout our processes are well documented and are properly executed.

### Patient Services

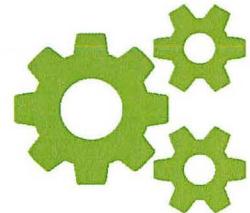
EMS|MC will provide Watauga County EMS with a **toll-free patient service telephone**. The Watauga County EMS patients will be provided with the best customer service in the industry. EMS|MC encourages our patient representatives to help the patient resolve all questions until they are fully satisfied. EMS|MC's patient portal, **EMSSecurePay** is set up to receive patient payments, missing insurance information, and patient survey results.

### Continuous Innovation

EMS|MC's investments will continue in technology-driven process improvement. Watauga County EMS can count on staying at the forefront of the industry as a partner with EMS|MC. **Crew Analysis**, is unique in the industry, providing measurable quantitative data on crew member documentation practices to drive crew accountability and future training.

### Seamless transition

EMS|MC creates customized seamless transition plans for new clients, including 90 agencies in just the past 5 years – that is project management driven process and structured so that Watauga County EMS's revenue won't drop during the onboarding process.



For over 26 years, EMS|MC has been committed to providing innovative billing solutions to clients across the nation. We understand that no two agencies are alike, yet each of our clients benefits from the benchmarking and trending information from neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter to our clients across the nation.

### The EMS|MC Commitment

Our firm commitments to implementing the very latest in secure, automated technology and client/patient friendly processes ensure collections maximization for Watauga County EMS. We will establish a record of consistent performance enhancement; offer proven **value-added customer services** and develop a relationship built upon **trust, dependability, and full accountability**. Our experience, knowledge, and leadership have helped set the standard in professional EMS billing practices. With over 26 years of proven experience, EMS|MC is committed to continually providing this same value-added service to you.



## The EMS|MC Full Revenue Cycle Management Solution

### Dedicated Account Management & Onboarding:

Watauga County EMS's Account Manager and Project Manager will be focused on your business providing on-site interaction & feedback, tailoring our solution to fit the needs of your organization & community. EMS|MC's proven project management driven onboarding process, **EMSstart** ensures that Watauga County EMS will not see a disruption in cash flow during the transition to EMS|MC.



Collections Maximization  
Innovative Technology  
Attentive Client Care  
**A True Partnership**

Client training is a critical milestone of the EMS|MC onboarding process and once the engagement begins, EMS|MC will connect your team to **EMScholar™**, our education platform. Our **EMScholar™** education portal provides up-to-date content verified by industry experts at Page, Wolfberg & Wirth. **EMScholar™** offers onsite and online training with 24/7 access to courses anywhere an Internet connection is available.

### Proprietary Technology:

**EMSsmart™** is our proprietary claims processing engine, which has resulted in claim quality over 99%, driving reduced denials & faster collections. We believe it strikes the perfect balance of leading-edge automation for the elements of the billing process most prone to human error, while retaining human judgement in key parts of the billing process.

EMS|MC utilizes several resources/eligibility databases to find missing & incomplete insurance information. **EMSurance**, one of our innovative billing technologies, provides an automated process to collect patient information by aggregating multiple channels into one process.

- Internal Search Engine – EMS|MC runs all new patients across our existing patient & client database to see if the patient is already in the system
- Outgoing Telephone Calls – Our staff can place outgoing courtesy calls to the patient for the purposes of obtaining insurance information
- Request for Insurance Statement – EMS|MC mails a “Request for Insurance Statement” to the responsible party. Patient addresses are verified against the National Change of Address (NCOA) database to obtain current address information & reduce returned mail
- Hospital Data Connections

EMS|MC is constantly fine-tuning our processes, typically using technology enhancements, to further specialize and optimize each part of the revenue cycle. Process improvement and technology innovation are in our DNA as a company, & Watauga County EMS should expect that we will improve consistently from our current starting point in the relationship.



EMS|MC's client portal, **EMSight™**, provides real-time data about your agency's performance in a user-friendly platform 24/7 offering:



- **Reporting** – Provides financial ad-hoc reporting packages that can be downloaded in Microsoft Excel & Adobe PDF file formats
- **Crew Analysis** – Provides measurable quantitative data on crew member documentation practices to drive crew accountability & future training. Clients have found significant improvement in their Crew's performance seeing, on average, a **19%** increase in capturing SSN's & a **35%** increase in capturing Phone Numbers
- **Patient Notes** – Encourages users to add notes, including supporting documentation, to specific patient accounts driving transports to a new billing schedule
- **Payment Summary** – An interactive dashboard with one click access to powerful, transaction level detail with supporting documentation
- **Ambulance Care Report Return to Provider** – An interactive tool that allows you to review trips with insufficient information to bill
- **Surveys** – A valuable-added tool designed for you to gain insights from your patients

#### **Collections Maximization:**

EMS|MC has several processes in place that have proven to generate increased collections, including but not limited to our firms separation of operations, ePCR partnerships, proprietary technologies & interactive tools, client transparency, reporting, bank reconciliation process, auditing, rigorous claim follow-up, strict adherence to compliance rules & regulations, industry knowledge & EMS advocacy efforts.

- **EMS|MC & ESO Solution:** EMS|MC's well-established ePCR vendor partnerships utilize automated methodologies. We have a Platinum Partnership with ESO with 120 active clients and over 1.1 million annual transports. This ensures minimal manual intervention by clients & EMS|MC's team, reducing the opportunities for human error. As a partner with EMS|MC you will be provided with efficient & accountable imports of the electronic Patient Care Records (PCR), & EMS|MC will provide written verification that each transport was imported with an Import Confirmation Report.
- **Claim Coding & Billing Process:** Imported patient records require a billing specialist to review & make the coding decisions-based information contained in the ePCR. The patient narrative is a critical element in these coding decisions & is imported into the billing system.
- **Comprehensive Verification of Insurance Eligibility:** EMS|MC employs several resources/eligibility databases to find missing & incomplete insurance information. Our proprietary technology, **EMSurance**, provides an automated process to collect patient information by aggregating multiple channels into one process.

- **Proven Management of Call Reports Lacking Sufficient Information:** EMS|MC staff reviews each portion of the transport including attachments & narratives to determine if any information required for billing is missing. If so, the transport is placed on a dedicated schedule, called the “ACR Return to Provider” (ACR RTP). Trips on this schedule are then made available for immediate & actionable feedback, via the **EMSight™** client portal.
- **Electronic Claim Submission:** EMS|MC utilizes electronic claim submission in every case possible. Medicare, Medicaid & most commercial insurance carriers currently accept electronic claims. The faster that claims are batched & submitted to payors, the faster they will be paid to the provider. Our model has been proven over time & is designed to provide efficiency. The result is maximized cash flow & accuracy in claims.
- **Clean Claim Rate:** At EMS|MC, we are very committed to maintaining the highest clean claim rate possible. Clean claims mean faster reimbursement for our clients. EMS|MC maintains a high clean claim percentage by ensuring that every claim is verified using a proprietary automated quality validation system. This validation system uses complex logic that can identify many potential errors that could lead to claim rejections or denials.
- **Exhaustive Account Follow-up for all Denied or Open Balance Claims:** Account follow-up is conducted for all denied claims, or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. Our billing system automatically flags these accounts based on the specific payor & age of the account so that timely account research may be conducted.
- **Tracking Denials for Increased Effectiveness:** Our billing system can track denial codes & reason codes for internal quality assurance analysis. Denial reports are routinely reviewed by the billing operations manager for payor denial trends & potential coding issues. This report allows our team to stay informed & make the necessary adjustments to our processes to avoid duplication & maintain exceptional collection performance.
- **Appeal Process for Denied or Rejected Claims Increases Revenue:** Denied claims are always reviewed by a Revenue Cycle Specialist to determine the specific reason. Most appeals begin with a telephone review with the specific carrier to clarify the reason for denial. This assures that the claim was not mistakenly denied. In some cases, it can be corrected & paid via a telephone conversation. Once the claim is researched & it is fully determined to be non-covered, the invoice is submitted directly to the patient.
- **Patient Pay Account Processing & Follow-Up:** Private pay accounts are handled through initial invoicing & are followed up with monthly statements reflecting all payments & credits. EMSSecurePay, our patient payment portal, offers patients a secure & convenient option for resolving their account in full, or setting up a payment plan.





- **Refund Validation: Policies, Procedures & Identifying Credit Balances:** Our refund team thoroughly researches over-paid accounts or accounts with credit balances & will provide you with the proper documentation to assure that all refunds are processed.
- **Legal Requests:** Our solution includes the value add of EMS|MC handling the fulfillment of all attorney request for reports. We partner with ChartSwap to process requests for records from a lawyer or by a court. This HIPAA-compliant universal platform provides attorneys with fast, efficient fulfillment & provides visibility into what has been requested & received.
- **EMS|MC Lockbox:** EMS|MC can act as a lockbox for our clients, ensuring logical organization of documents pertaining to the EMS revenue cycle – maximizing efficiency. All payments, collateral & documentation are handled using our thorough process, complete with technology enablement. EMS|MC images all documents & securely manages workflow, facilitating fast time to payment, posting & viewing.

In addition, we will offer multiple payment options to patients of Watauga County EMS, fine tuning our processes where necessary & communicating any opportunities/concerns.

- **EMSSign Signature Wizard:** If signatures are not acquired at the time of service, EMS|MC offers **EMSSign**, a signature wizard, whereby authorized parties can submit a digital signature online. This feature helps keep transports off the Ambulance Call Report – Return to Provider (ACR RTP) & moving through the EMS|MC billing process. We also utilize mailed letters to obtain missing signatures.
- **EMSSecurePay Our User-Friendly, Online Patient Portal:** **EMSSecurePay** is our user-friendly, online patient portal which is accessible through & is linked prominently from our website. Patients can review the status of their account, provide additional insurance information, or make a credit card payment using a secure HIPAA-compliant web server.

#### **Dedication to the EMS Industry:**

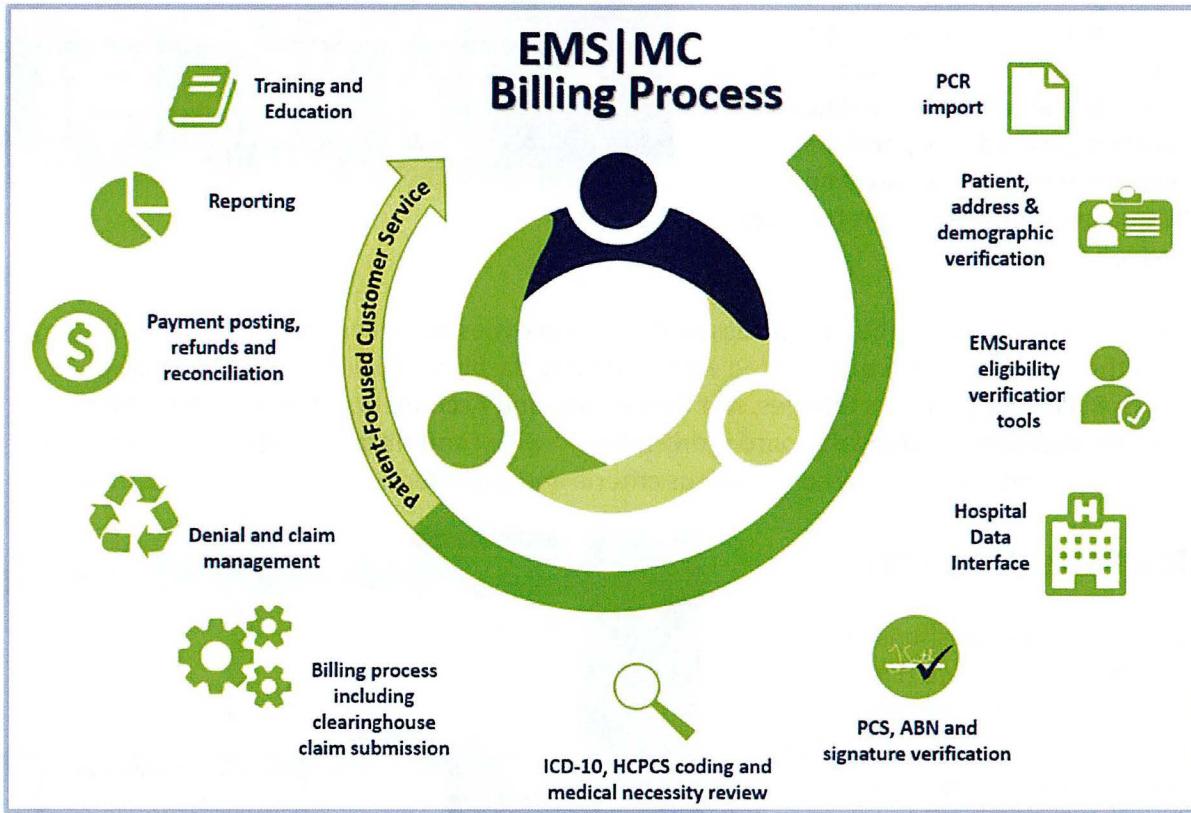
- **Compliance:** Headed by Chief Compliance Officer, Kim Stanley, EMS|MC's compliance team is dedicated to ensuring the unmatched awareness & adherence to the unique regulatory environment of North Carolina, representing your agency fully in the case of an audit.
- **Advocacy:** Headed by our Advocacy Liaison, Regina Godette-Crawford (formerly the chief of NCOEMS) & working closely with Kim Stanley & her team, EMS|MC ensures our clients are at the forefront of awareness & participation in the most important issues facing our industry – including ET3 & Ambulance Cost Data Collection.

**EMS|MC's success is based on innovation, advocacy, & compliance which leads to natural growth through referrals from existing clients rather than through acquisition activity.**

## EMS|MC's Efficient & Compliant Billing Methodology

As your future partner for EMS billing, EMS|MC is committed to providing Watauga County EMS with the most efficient EMS billing practices.

At EMS|MC, our claims management process is a multi-step methodology. We detail our claims management with a focus on minimizing “touch points” and increases improved claims. We have teams in every category of the billing process providing diligence around persistent follow up, ensuring separation of operations. The graph below is a high-level outline of our process:



EMS|MC is a long-term partner and as such are not governed by short term perspective. We make long-term investments in technology, our team, our partners & the EMS Industry as a whole. Our Billing system, **EMSmart™**, has over 26 years of billing knowledge as its foundation and consistently makes sophisticated coding decisions while maintaining the human element so that key touch points are appropriately made. The result our clients see is a significant reduction in the down-stream effect that come from incorrect claims.

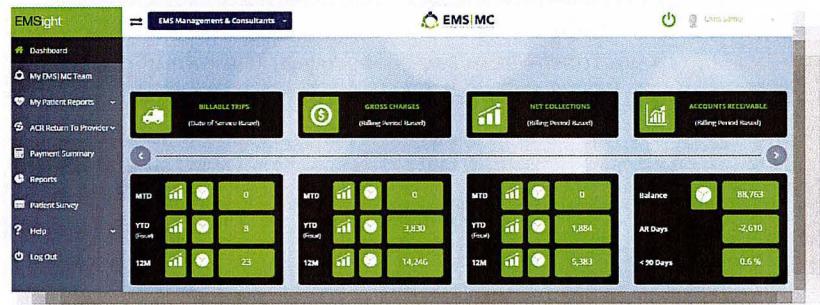
At EMS|MC we consider **EMSsmart™** to be a living platform, designed to create and maintain architectural paths in sync with each of our clients billing policies – In line with our “best practice approach,” we will do the same for Watauga County EMS.



## EMSight™ - Meaningful & Measurable Data

**EMSight™** is EMS|MC's secure online business intelligence dashboard and reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. **EMSight™** offers daily, weekly and monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format.

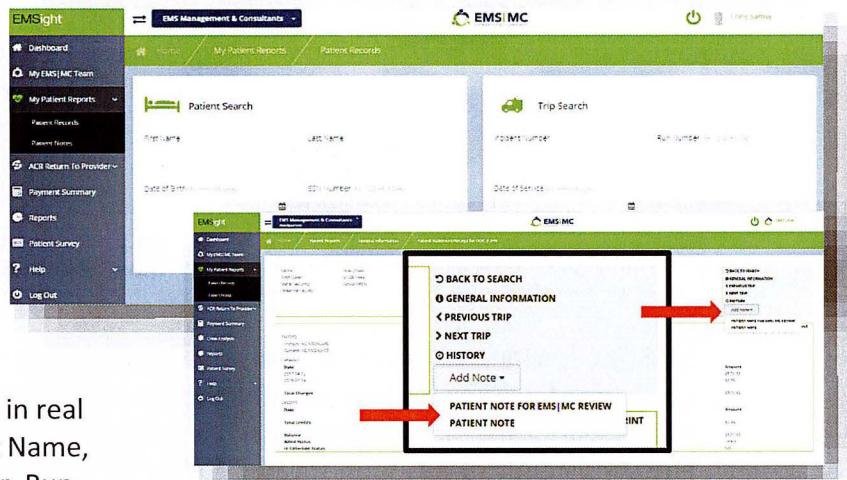
Watauga County EMS's designated personnel have their own login ID and password for our secure client online portal website. **Individual access is granted to a particular feature/portal and is based on Watauga County EMS's preferences and job function.**



There is no limit on number of licenses or client employees accessing **EMSight™**. After logging in to the portal, clients are presented with a drillable dashboard divided into four subject areas: Billable Trips, Gross Charges, Net Collections, and Account Receivables. Each icon or number displayed on the dashboard is drillable and will promptly display second or third level reports. Reports can be filtered by various criteria and exported to an Excel or PDF format.

## My Patient Reports

Besides drillable dashboards, clients have access to different modules using the left navigational menu. The following is the list of the most frequently used functionalities:



**Patient Records** – This area allows searching of our billing system records in real time using various search criteria: First Name, Last Name, DOB, SSN, Incident Number, Run Number, and Date of Service. Search results can be drilled down to a detailed report that can be printed.

**Patient Notes** – Patient Notes encourages users to add notes to specific patient accounts to drive transports to a new billing schedule. Users will be able to immediately note individual patient accounts, and specific transports, of any updates that might be related to that account.



## ACR Return to Provider | (ACR RTP)

**ACR RTP** is workflow functionality that allows EMS|MC billing staff to return the trip back to the client as the trip is being worked in our billing system real time. Some of the reasons for returning trips back to clients are missing PCS form, incorrect information listed on the PCS form, missing patient address, Missing EKG, etc.

Watauga County EMS can access all the information under their fingertips, upload a missing file or correct the information on the portal. This interactive tool will allow us to collaborate with Watauga County EMS in real time, identify trends & execute any disruption in cash flow.

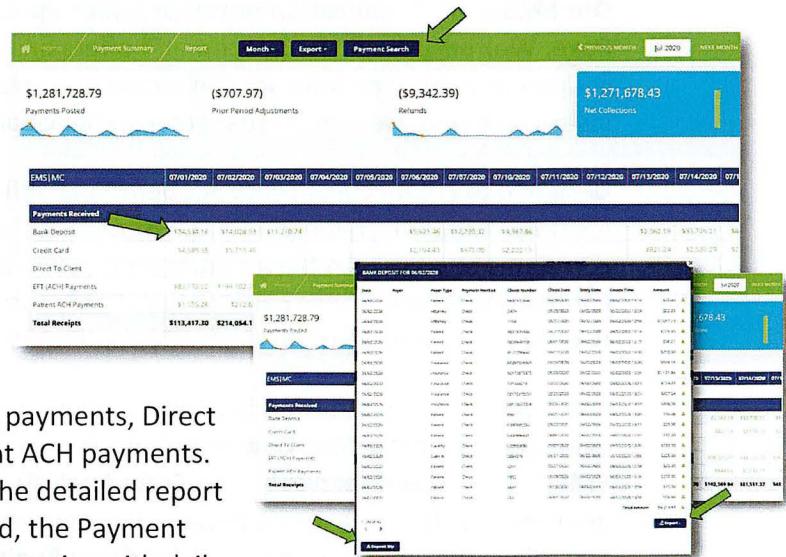


## Reports

Beyond the standard EMS|MC month-end reporting package that Watauga County EMS will receive, **EMSight™** provides reliable ad-hoc reporting. EMS|MC realizes that unique reports often need to be created to offer invaluable organizational insight. EMS|MC has consistently been able to develop & provide these reports. **There is no additional charge for customized reporting.**

## Payment Summary

**Payment Summary** provides access to financial dashboards and reports. Drillable dashboards show several financial metrics for any given month - the amount of posted payments, prior period adjustments, refunds, and net collections.



The Payments Received section shows daily amounts for Bank Deposits, Credit Card payments, Direct to Client payments, EFT payments and Patient ACH payments. Each daily amount is drillable and will show the detailed report of all payments. Similar to Payments Received, the Payment Posted section is broken down into 14 subcategories with daily totals, followed by Reconciliation and Refunds sections.

## Crew Analysis

**Crew Analysis** provides the ability to quantify how often crew members are documenting specific data points on their PCR's: Patient signature, Phone number, Insurance with policy number, Social Security Number & whether the trip was returned on the ACR RTP report. This tool will also allow Watauga County EMS to review your documentation scores & averages in comparison to the EMS|MC National Average. Watauga County EMS can also utilize the "Crew Member Trend Chart" to depict documentation trends for crew members over the last 12 months, or within a specific date range if desired. Client's that utilize the ordering facility functionality can view trips by ordering facility in Crew Analysis.

This information is available in a report form that can be downloaded & printed. Watauga County EMS will have the ability to print multiple crew member scorecards at one time from the Crew Analysis Metrics Crew List. This report is to aid in crew level performance review & training resulting in providing information needed to maximize revenue collection.



## EMScholar™ & Crew Analysis

Client training is a critical milestone of the EMS|MC onboarding process and once the engagement begins, EMS|MC will connect your team to **EMScholar™**, our education platform. Our **EMScholar™** education portal provides up-to-date content verified by industry experts at **Page, Wolfberg & Wirth**. **EMScholar™** offers onsite and online training with 24/7 access to courses anywhere an Internet connection is available. Our courses are taught by knowledgeable instructors who average 20 years of experience and/or education.

Designed to create consistency & operational efficiencies, **EMScholar™** is comprehensive, all-encompassing, & convenient for all users. **EMScholar™** creates an audit trail that directly correlates to crew member performance, giving administrators data analytics to improve continuum of care. These courses specifically focus & educate staff on: Narrative Writing, Patient Signatures, Medical Necessity and Physician Certification Statements.

The **EMScholar™** platform is included in your management fee and allows flexibility for your agency as you determine how to roll-out the training—all at once or in individual modules. **EMScholar™** dovetails nicely with **Crew Analysis**, our performance management tool built for your medics. This platform is designed to capture the areas that we can control & that play a key role in maximizing revenue. Using **Crew Analysis** for training purposes allows you to identify crew member deficiencies and in-turn enroll that crew member in the appropriate **EMScholar™** module for retraining. Once completed, staff will receive a certificate of completion.



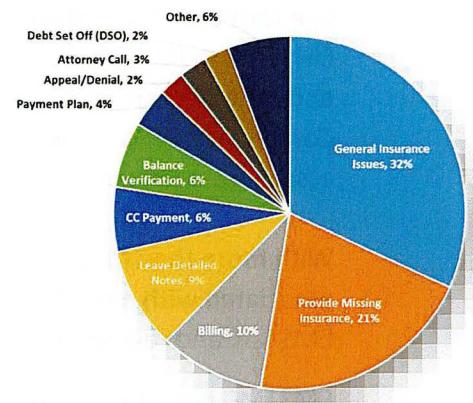
## Customer Service – Patient Focused

EMS|MC understands the importance of patient satisfaction and will always handle calls and questions regarding EMS billing as you would, acting as an extension of you. Telephone conversations are handled politely, professionally, and with full knowledge that we are representing your service and community.

While some EMS billing vendors measure performance of their patient service representatives by the length of the call, EMS|MC encourages our representatives to help the patient resolve all questions until they are fully satisfied. Each member of our patient service team has received rigorous training on patient management, in all aspects of troubleshooting concerns and EMS billing practices. EMS|MC records all incoming and outbound calls, therefore providing metrics for the variety of questions and requests from patients, clients and all others. With this reporting, EMS|MC can provide insight on what topics are driving calls.

At EMS|MC we communicate heavily with our clients & transparency leads every interaction. Our Client Relations team provides a free **Client Relations Hotline** where Watauga County EMS can be assured that their issues will be resolved by a Level II Client Relations Account Manager in a timely manner. We also don't sit on bad news - if we were to make a mistake, we admit it & structurally fix it. **Watauga County EMS can be guaranteed 100% transparency ensuring the identification & discussion of open issues related to the services should they arise.** Our mission is to lead the industry by delivering unrivaled Customer Service. All Patient & Client Communication are handled at the EMS|MC Corporate Office in Winston-Salem, NC. We are pleased to provide Watauga County EMS with the following Customer Service value proposition:

Top Reasons for Customer Service Calls



| Customer Service                                   | EMS MC Style   |
|--|--|
| Patient Service Standards                          | EMS MC provides our clients with customizable invoicing solutions & will acclimate to the needs of Watauga County EMS  |
| Specialized Language Services                      | We employ bilingual - English/Spanish - staff members to speak with Spanish speaking customers directly  |
| Interpreter Services                               | We utilize interpreter services through Language Line Services & have access to translators for over 200 languages   |
| Watauga County EMS's Toll-Free Number              | EMS MC has a toll-free number in place specifically for customer inquiries between 8 AM & 8 PM EST Monday – Friday   |
| Outbound Insurance & Missing Information Discovery | EMS MC will also place outbound customer services calls to collect missing insurance information, assuring that claims are placed on the proper billing schedule |

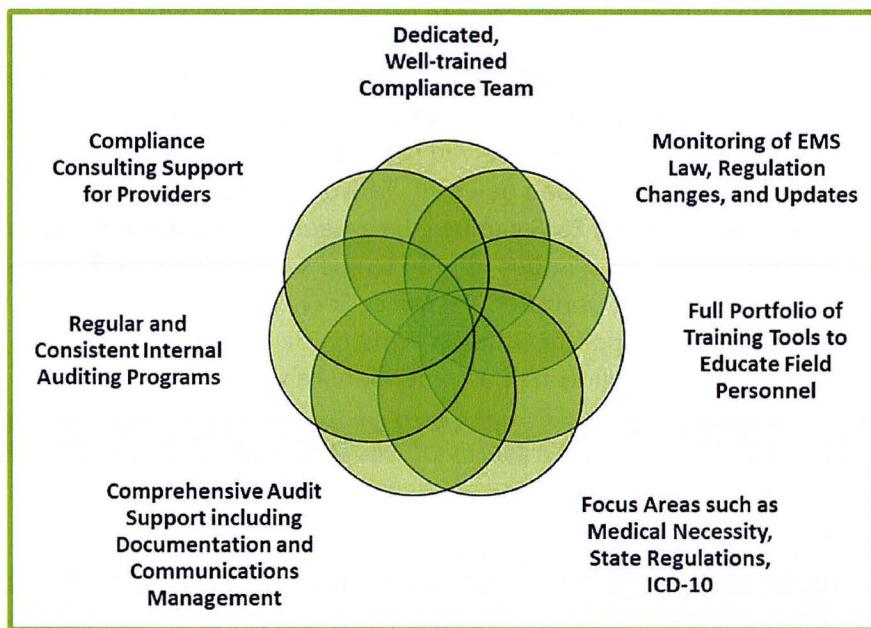


## EMS|MC – A Culture of Compliance

Our Corporate Compliance team is one of the most robust and integral parts of our company. EMS|MC delivers compliant EMS revenue cycle management services by fulfilling HIPAA, CMS and other healthcare laws as a covered entity and as a business associate. Kim Stanley, Chief Compliance Officer leads our compliance efforts. The team is responsible for conducting quality assurance audits on all aspects of our business processes.

With more than four decades of experience, our compliance officers help mitigate risk associated with ambulance billing by applying comprehensive and timely knowledge of national EMS law and regulations, protecting our clients and company.

EMS|MC has an internal auditing quality assurance department, led by our compliance team, who performs daily pre-billing audits. These audits check for compliance issues before we submit claims to prevent any issues for our clients.



### EMS|MC's Expertise

EMS|MC's Learning & Development team has designed and implemented an in-house coding certification course that meets national standards in ambulance coding excellence. The Certified Ambulance Coding Specialist (CACS) course enables our employees to successfully code trips with an in-depth auditing and feedback process for 100% of trips – ensuring accuracy throughout our training process. This allows our team to gain actionable insight into each employee's understanding of billing concepts, driving future course development, & continuing education opportunities.



## Compliance

In compliance with these Privacy and Security Regulations, EMS|MC has extensive policies and procedures to adhere to these guidelines. EMS|MC maintains a comprehensive Compliance Program that includes:

- SSAE No. 18 SOC I Type 2 Certified.
- Data Disaster Recovery Plan and Data Backup policies.
- Secure FTP for sharing files with clients and external partners.
- Secure Network and Email Encryption with Virus and Firewall Protection.
- Secure work environment with key fob entry system, building security alarm system, and locked offices, storage areas and other areas in which PHI may be stored.
- Signed employee Confidentiality Agreement, Confidentiality and Dissemination of Confidentiality Attestation Statement, and Compliance Code of Conduct.
- Reoccurring quality scorecards for our employees

In keeping with our commitment and maintaining our longstanding reputation for honesty and integrity, EMS|MC's compliance program is based on the Compliance Guidance for Ambulances, as published by the Office of Inspector General (OIG), and as required by the OIG. **EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry - our program includes:**

- Designated Chief Compliance Officer, Compliance Manager, Compliance Analyst, and IT Security Officer who oversee all compliance related activities.
- Employment Background Checks, Criminal History Checks, and OIG Exclusion Database Verifications for all employees.
- Annual Mandatory Compliance Training and Education Programs with signed acknowledgement of understanding and commitment for all employees.
- Data Destruction policies for all sources of PHI to include paper, electronic, and/or hardware devices.
- Prohibited printing capabilities from VPN, Citrix and Telecommuting Systems.
- Breach Notification Policy to immediately notify patients when their data may have been compromised.
- PCI Compliance to ensure that credit card information is not stored after the transaction has been completed.
- Red Flag Policy.
- Ongoing monitoring of account access.

**EMS|MC also participates in an annual third-party audit conducted by Page, Wolfberg, and Wirth (PWW) that solidifies our ongoing commitment to compliance.**



## EMS Industry Advocates

EMS|MC understands how critical it is to have someone in your corner rallying for the rights of the EMS community, and that's why we have put together a team of advocacy and legislative members. EMS|MC is proud to refer to this team and their efforts as EMSpeak.

Our team of experts serve as unmatched industry advocates for our clients by partnering with administrators and legislators on matters that define the future of EMS.

### Driving Advocacy & Compliance Policies

Given our broad client base, we are committed to offering value to Watauga County EMS that extends beyond standard EMS billing services. Regina Godette-Crawford, former Chief of the North Carolina Office of EMS, serves as EMS|MC's Advocacy Liaison.

Her presence inside regulatory affairs gives EMS|MC "a seat at the table" in legislative matters that affect the industry. Regina lobbies at the local, state and federal levels to increase visibility on what is important to our clients.

### EMS Reimbursement Committees

EMS|MC takes an active role in state and regional EMS associations and reimbursement committees allowing us to be directly involved in legislative and regulatory changes that impact EMS agencies. We provide direct support to the associations by providing presentations at conferences, organizing other reimbursement speakers, keeping the members informed through regularly scheduled newsletters, and serving on legislative committees to enact reimbursement related regulations.

EMS|MC understands that by entrusting us with your Revenue Cycle Management (RCM) process, it goes beyond just managing the billing. It is the assurance that someone is advocating on your behalf for the reimbursement issues that are important to the industry.



## Why EMS|MC?

EMS|MC is a technology-driven company that strives to provide the reporting and analytics needed to match the growth of our clients. We are focused on maximizing revenue with a strict adherence to regulatory compliance and risk mitigation.

As a seamless extension of Watauga County EMS's team, we are here to ensure that your EMS billing is productive, compliant, and accurate. Our sincere desire is to build a trusted partnership, eliminate any transition risk, and enhance the most innovative and highest performance in the industry for revenue collections for years to come. We strive to make every encounter meet or exceed your expectations.

**We would be very pleased to begin our partnership with Watauga County EMS for your revenue cycle management program.**

### Pricing for Watauga County EMS:

| The EMS MC Full Revenue Cycle Management Solution   | 5.25% of Net Collections*  |
|---|--|
| <p><b>The EMS MC Full Revenue Cycle Management Solution</b> pricing is an all-inclusive price including but not limited to:</p> <ul style="list-style-type: none"><li>• Full revenue cycle management services</li><li>• Customizable ad-hoc reporting</li><li>• Consulting &amp; Advocacy</li><li>• EMScholar™</li></ul> | <p><i>* Net collections is the sum of all payments less refunds applied during the same period(s).</i></p> |

## **BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and WATAUGA COUNTY, a North Carolina Body Politic (hereinafter "Client").

### **WITNESSETH:**

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. ENGAGEMENT.**

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. EMS|MC shall also provide to Client software in accordance with Exhibit A (the "Software").

c. Collectively, the RCM Services, the Software and any other services that EMS|MC provides to Client shall be referred to as the “Services”.

## **2. EMS|MC Responsibilities.**

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten

(10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

**3. RESPONSIBILITIES OF CLIENT.** The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### **4. EMS|MC WEB PORTALS.**

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

#### **5. COMPENSATION OF EMS|MC.**

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.5% percent of "Net Collections" as defined below (the

“RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client’s transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall pay any fees associated with the Software as set forth in Exhibit A (the “Software Fee”).

c. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee, the credit card convenience fee and the Software Fee, are referred to as the “Compensation”.

d. EMS|MC shall submit an invoice to Client by the tenth (10<sup>th</sup>) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20<sup>th</sup> day of the month in which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

e. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of

collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

f. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit B, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

g. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

## **6. TERM OF AGREEMENT.**

a. This Agreement shall be effective commencing on September 1, 2025, and shall thereafter continue through August 31, 2028, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

## **7. RESPONSIBILITIES UPON TERMINATION.**

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

## **8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured.

Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

**9. COOPERATIVE PROCUREMENT.** "The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement."

**10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.** Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment;

attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

## **11. PRIVACY.**

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or

indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

## **12. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION**

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of

whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, EMS|MC's applicable insurance coverage limits (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): the time period for bringing an action under any applicable state or federal statute of limitations. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in litigation under the litigation clause below and shall be deemed to have been satisfied if a asserting such Claim is received by the Watauga County Clerk of Superior Court within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in litigation within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non- Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit, and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused

by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved in a court of competent jurisdiction located in Watauga County, North Carolina and only in a court which holds court in a courthouse located in Watauga County, North Carolina.

k. In any court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

### **13. GENERAL.**

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Watauga County  
814 W. King Street  
Boone, NC 28607

EMS|MC:

EMS Management & Consultants, Inc.  
Chief Executive Officer  
2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement

must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Watauga County

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

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

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

Finance Director

**Exhibit A**  
**Software**

1. **Software.** Client will use the following ePCR software: ESO Solutions, ("Vendor").
2. **Software Fees.** EMS|MC will pay the Software vendor for the full annual cost of the Software in the amount pursuant to the agreement between EMS|MC and the Software Vendor. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement. Client is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.
3. If required by the Vendor, Client will enter into an agreement with the Vendor for use of the Software and comply with all terms and conditions of such agreement.
4. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.
5. **No EMS|MC Warranty.** EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.

6. **ESO Solutions Modules to Include:**

EHR CAD Integration = 4500 Incidents

EHR Cardiac Monitor Integration = 4500 Incidents

EHR Billing Interface = 4500 Incidents

EHR Fax = 4500 Incidents

ESO EHR = 4500 Incidents

EHR Set-up & Online Training = 1 Sessions

NEMSIS Data Import (one-time) = 4500 Incidents

Personnel Management = 75 employees

ESO Advanced Data Exporter tool for EHR = 4500 Incidents

ESO Checklists = 6 Vehicles

ESO Asset Management = 6 Vehicles

ESO Inventory = 4500 Fire Incidents

Asset Management Online Training = 1 Session

Checklist Online Training = 1 Session

ESO Scheduling = 75 employees

ESO Scheduling – Setup and Online Training = 1 Session

Inventory Setup and Online Training = 1 Session



Quote Date: 08/05/2025  
 Customer Name: Watauga County Emergency Services (NC)  
 Quote #: Q-208835  
 Quote Expiration date: 10/31/2025  
 ESO Account Manager: Kevin Underhill

#### CUSTOMER CONTACT

Customer: Watauga County Emergency Services (NC)  
 Name: Will Holt  
 Email: willholt@wetgov.org  
 Phone:

#### BILLING CONTACT

Payor: EMS Management and Consultants (EMSMC)  
 Name: Chris Butcher  
 Email: invoicee@emsmc.com  
 Phone: 336-245-6022

Address: 2540 Empire Drive  
 Winston-Salem NC, 27103  
 Billing Frequency: Annual  
 Initial Term: 12 months

#### EHR

| Product                         | Volume         | Price (USD) | Discount (USD) | Total (USD) | Fee Type  |
|---------------------------------|----------------|-------------|----------------|-------------|-----------|
| EHR CAD Integration             | 4500 Incidents | \$1,895.00  | (\$259.35)     | \$1,735.65  | Recurring |
| EHR Cardiac Monitor Integration | 4500 Incidents | \$1,045.00  | (\$135.85)     | \$909.15    | Recurring |
| EHR Billing Interface           | 4500 Incidents | \$595.00    | (\$595.00)     | \$0.00      | Recurring |
| EHR Fax                         | 4500 Incidents | \$473.00    | (\$81.48)      | \$411.51    | Recurring |
| ESO EHR                         | 4500 Incidents | \$10,108.00 | (\$1,314.17)   | \$8,794.83  | Recurring |
| EHR Setup & Online Training     | 1 Sessions     | \$825.00    | (\$312.50)     | \$312.50    | One-time  |
| NEMBSIS Data Import (One-Time)  | 4500 Incidents | \$4,195.00  | (\$2,087.50)   | \$2,097.50  | One-time  |

#### Personnel Management

| Product              | Volume       | Price (USD) | Discount (USD) | Total (USD) | Fee Type  |
|----------------------|--------------|-------------|----------------|-------------|-----------|
| Personnel Management | 75 Employees | \$2,482.00  | (\$320.08)     | \$2,141.94  | Recurring |

#### Insights

| Product                                 | Volume         | Price (USD) | Discount (USD) | Total (USD) | Fee Type  |
|---|----------------|-------------|----------------|-------------|-----------|
| ESO Advanced Data Exporter Tool for EHR | 4500 Incidents | \$1,570.00  | (\$204.10)     | \$1,365.90  | Recurring |

#### Asset Management/Checklist

| Product                          | Volume              | Price (USD) | Discount (USD) | Total (USD) | Fee Type  |
|----------------------------------|---------------------|-------------|----------------|-------------|-----------|
| ESO Checklists                   | 8 Vehicles          | \$745.00    | (\$88.85)      | \$648.15    | Recurring |
| ESO Asset Management             | 8 Vehicles          | \$1,495.00  | (\$184.35)     | \$1,300.65  | Recurring |
| ESO Inventory                    | 4500 Fire Incidents | \$2,410.00  | (\$313.30)     | \$2,098.70  | Recurring |
| Asset Management Online Training | 1 Sessions          | \$825.00    | (\$312.50)     | \$312.50    | One-time  |
| Checklist Online Training        | 1 Sessions          | \$825.00    | (\$312.50)     | \$312.50    | One-time  |

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 08/05/2025  
Customer Name: Watauga County Emergency Services (NC)  
Quote #: Q-208835  
Quote Expiration date: 10/31/2025  
ESO Account Manager: Kevin Underhill

### Scheduling

| Product                                  | Volume       | Price (USD) | Discount (USD) | Total (USD) | Fee Type  |
|--|--------------|-------------|----------------|-------------|-----------|
| ESO Scheduling                           | 75 Employees | \$2,515.00  | (\$328.85)     | \$2,186.05  | Recurring |
| ESO Scheduling - Setup & Online Training | 1 Sessions   | \$825.00    | (\$312.50)     | \$312.50    | One-time  |

### Inventory

| Product                           | Volume     | Price (USD) | Discount (USD) | Total (USD) | Fee Type        |
|-----------------------------------|------------|-------------|----------------|-------------|-----------------|
| Inventory Setup & Online Training | 1 Sessions | \$825.00    | (\$312.50)     | \$312.50    | One-time        |
| Total Recurring Fees              |            |             |                |             | USD \$21,592.53 |
| Total One-Time Fees               |            |             |                |             | USD \$3,660.00  |
| TOTAL FEES                        |            |             |                |             | USD \$25,252.53 |

All Fees herein are in USD

**Exhibit A**  
**Patient Demographics Provided by Client**

1. Projected annual billable trip volume: 4,770

2. Payor mix:

Medicare = Not Available

Medicaid = Not Available

Insurance = Not Available

Self-Pay = Not Available

3. Run mix:

ALS-E = Not Available

BLS-E = Not Available

ALS-NE = Not Available

BLS-NE = Not Available

ALS2 = Not Available

TNT = Not Available

4. Loaded mileage: Not Available

**Attachment 1**  
**Business Associate Addendum**

This Business Associate Addendum (the “Addendum”) is made effective the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between Watauga County, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

**WITNESSETH:**

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.
- d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.
- e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

### **III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.
- b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.
- c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:
  1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and
  2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

- l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:
  1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
  2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.
- m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.
- n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.
- o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

## V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

## VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

**b. Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

**c. Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

**d. Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

**e. Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

**f. Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

**g. Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

**h. Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

**Business Associate:**

**EMS Management & Consultants, Inc.**

**Covered Entity:**

**Watauga County**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

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## **EMERGENCY SERVICES MATTERS**

### ***D. Request to Purchase EMS Ambulance Mobiles and Portables Equipment***

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

Mr. Holt will request the Board approve the purchase of 16 portable radios and 10 mobile radios for the upfit of the current and ordered EMS fleet. Total cost is \$236,182.86. In order to avoid a 7% escalation (\$16,532.80) staff placed the order prior to this meeting.

Board approval is required to formally approve the purchase of the portables and mobile radios with Motorola in the amount of \$236,182.86.



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-4235  
Fax 828-265-7617



***Fire Marshal ♦ Emergency Management ♦ Communications***

July 8<sup>th</sup>, 2025

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Katie Hancock, Clerk to the Board

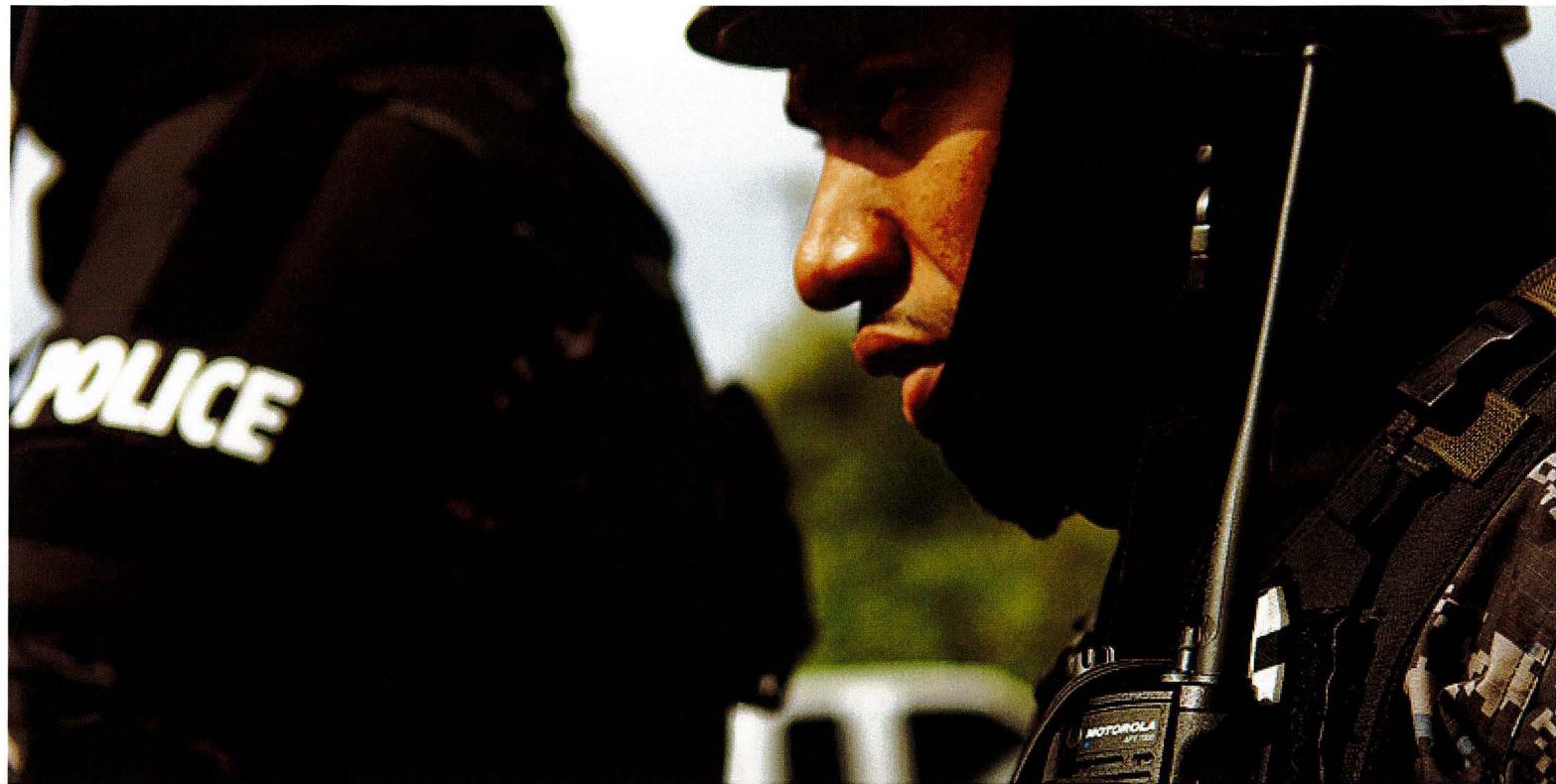
**Subject:** Portable and Mobile Radios for EMS Fleet

Board of Commissioners,

Please consider my request for \$236,182.86 for the procurement of 16 APX8000 portable radios and 10 APX8500 mobile radios for the upfit of the current and ordered EMS fleet. This equipment is quoted on the State 725G contract and was ordered in June due to a 7% mandatory escalation from Motorola for tariff impacts. Funds have been budgeted for this purpose as part of this capital project.

Respectfully,

William Holt, MPA, CEM, NREMT-P  
Emergency Services Director



## WATAUGA COUNTY SHERIFF'S DEPT

Watauga County APX 8000 Qty 16

05/07/2025

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05/07/2025

WATAUGA COUNTY SHERIFF'S DEPT  
184 HODGES GAP RD  
BOONE, NC 28607

RE: Motorola Quote for Watauga County APX 8000 Qty 16

Dear Will Holt,

Motorola Solutions is pleased to present WATAUGA COUNTY SHERIFF'S DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WATAUGA COUNTY SHERIFF'S DEPT with the best products and services available in the communications industry. Please direct any questions to Stori McIntyre at [storimcintyre@callmc.com](mailto:storimcintyre@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Stori McIntyre

Motorola Solutions Manufacturer's Representative

Billing Address:  
 WATAUGA COUNTY SHERIFF'S  
 DEPT  
 184 HODGES GAP RD  
 BOONE, NC 28607  
 US

Quote Date:05/07/2025  
 Expiration Date:06/27/2025  
 Quote Created By:  
 Stori McIntyre  
 storimcintyre@callmc.com  
 End Customer:  
 WATAUGA COUNTY SHERIFF'S DEPT  
 Will Holt  
 will.holt@watgov.org  
 Contract: 19144 - 725G NORTH  
 CAROLINA, STATE OF (NON-ARIBA  
 BASED POS)  
 AGREEMENT: STATE OF NORTH  
 CAROLINA

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

| Line # | Item Number      | Description                          | Qty | List Price  | Sale Price | Ext. Sale Price |
|--------|------------------|--------------------------------------|-----|-------------|------------|-----------------|
|        | APX™ 8000 Series | APX8000                              |     |             |            |                 |
| 1      | H91TGD9PW6AN     | APX 8000 ALL BAND PORTABLE MODEL 2.5 | 16  | \$11,660.00 | \$8,561.48 | \$136,983.68    |
| 1a     | H869BW           | ENH: MULTIKEY                        | 16  |             |            |                 |
| 1b     | Q806CB           | ADD: ASTRO DIGITAL CAI OPERATION     | 16  |             |            |                 |
| 1c     | Q361AN           | ADD: P25 9600 BAUD TRUNKING          | 16  |             |            |                 |
| 1d     | QA00580AA        | ADD: TDMA OPERATION                  | 16  |             |            |                 |
| 1e     | Q58AL            | ADD: 3Y ESSENTIAL SERVICE            | 16  |             |            |                 |
| 1f     | QA05509AA        | DEL: DELETE UHF BAND                 | 16  |             |            |                 |
| 1g     | QA09008AA        | ADD: GROUP SERVICES                  | 16  |             |            |                 |
| 1h     | QA09001AB        | ADD: WIFI CAPABILITY                 | 16  |             |            |                 |
| 1i     | QA09000AA        | ADD: DIGITAL TONE SIGNALING          | 16  |             |            |                 |
| 1j     | H38BS            | ADD: SMARTZONE OPERATION             | 16  |             |            |                 |
| 1k     | QA07682AA        | ADD: SMARTCONNECT                    | 16  |             |            |                 |
| 1l     | QA09113AB        | ADD: BASELINE RELEASE SW             | 16  |             |            |                 |

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number  | Description                                       | Qty | List Price  | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|-------------|------------|-----------------|
| 1m     | Q629AH       | ENH: AES ENCRYPTION AND ADP                       | 16  |             |            |                 |
| 2      | NNTN8860B    | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA | 16  | \$186.50    | \$136.15   | \$2,178.40      |
|        | APX™ 8500    |   |     |             |            |                 |
| 3      | M37TSS9PW1AN | APX8500 ALL BAND MP MOBILE                        | 9   | \$12,140.00 | \$8,739.96 | \$78,659.64     |
| 3a     | GA09008AA    | ADD: GROUP SERVICES                               | 9   |             |            |                 |
| 3b     | G831AD       | ADD: SPKR 15W WATER RESISTANT                     | 18  |             |            |                 |
| 3c     | GA00580AA    | ADD: TDMA OPERATION                               | 9   |             |            |                 |
| 3d     | GA01513AB    | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)            | 9   |             |            |                 |
| 3e     | G628AC       | ADD: REMOTE MOUNT CABLE 17 FT APX                 | 18  |             |            |                 |
| 3f     | G51AT        | ENH:SMARTZONE                                     | 9   |             |            |                 |
| 3g     | G78AT        | ENH: 3 YEAR ESSENTIAL SVC                         | 9   |             |            |                 |
| 3h     | GA00092AU    | ADD: APXM DUAL E5 CH                              | 9   |             |            |                 |
| 3i     | GA05509AA    | DEL: DELETE UHF BAND                              | 9   |             |            |                 |
| 3j     | GA01606AA    | ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED         | 9   |             |            |                 |
| 3k     | GA09001AA    | ADD: WI-FI CAPABILITY                             | 9   |             |            |                 |
| 3l     | G843AH       | ADD: AES ENCRYPTION AND ADP                       | 9   |             |            |                 |
| 3m     | G444AH       | ADD: APX CONTROL HEAD SOFTWARE                    | 9   |             |            |                 |
| 3n     | G67EH        | ADD: REMOTE MOUNT E5 MP                           | 9   |             |            |                 |
| 3o     | GA01517AA    | DEL: NO J600 ADAPTER CABLE NEEDED                 | 9   |             |            |                 |
| 3p     | G806BL       | ENH: ASTRO DIGITAL CAI OP APX                     | 9   |             |            |                 |
| 3q     | GA01670AA    | ADD: APX E5 CONTROL HEAD                          | 9   |             |            |                 |
| 3r     | W22BA        | ADD: STD PALM MICROPHONE APX                      | 18  |             |            |                 |
| 3s     | QA09113AB    | ADD: BASELINE RELEASE SW                          | 9   |             |            |                 |
| 3t     | GA01630AA    | ADD: SMARTCONNECT                                 | 9   |             |            |                 |
| 3u     | W969BG       | ENH: MULTIKEY OPERATION                           | 9   |             |            |                 |
| 3v     | G361AH       | ENH: P25 TRUNKING SOFTWARE APX                    | 9   |             |            |                 |



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| Line #           | Item Number  | Description                                     | Qty | List Price  | Sale Price | Ext. Sale Price |
|------------------|--------------|---|-----|-------------|------------|-----------------|
| Product Services |              |   |     |             |            |                 |
| 4                | LSV00Q00202A | DEVICE PROGRAMMING                              | 26  | \$49.00     | \$48.02    | \$1,248.52      |
| 5                | LSV00Q00203A | DEVICE INSTALLATION                             | 10  | \$690.00    | \$676.20   | \$6,762.00      |
| APX™ 8500        |              |   |     |             |            |                 |
| 6                | M37TSS9PW1AN | MOBILE RADIO APX8500 ALL BAND MP                | 1   | \$11,334.00 | \$8,151.58 | \$8,151.58      |
| 6a               | GA09008AA    | ADD: GROUP SERVICES                             | 1   |             |            |                 |
| 6b               | G831AD       | ADD: SPKR 15W WATER RESISTANT                   | 1   |             |            |                 |
| 6c               | GA00580AA    | ADD: TDMA OPERATION                             | 1   |             |            |                 |
| 6d               | GA01513AB    | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)          | 1   |             |            |                 |
| 6e               | G51AT        | SOFTWARE LICENSE ENH:SMARTZONE                  | 1   |             |            |                 |
| 6f               | G78AT        | ENH: 3 YEAR ESSENTIAL SVC                       | 1   |             |            |                 |
| 6g               | GA05509AA    | DEL: DELETE UHF BAND                            | 1   |             |            |                 |
| 6h               | GA01606AA    | ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED      | 1   |             |            |                 |
| 6i               | GA09001AA    | ADD: WI-FI CAPABILITY                           | 1   |             |            |                 |
| 6j               | G843AH       | ADD: AES ENCRYPTION AND ADP                     | 1   |             |            |                 |
| 6k               | G444AH       | ADD: APX CONTROL HEAD SOFTWARE                  | 1   |             |            |                 |
| 6l               | G67EH        | ADD: REMOTE MOUNT E5 MP                         | 1   |             |            |                 |
| 6m               | GA01517AA    | DEL: NO J600 ADAPTER CABLE NEEDED               | 1   |             |            |                 |
| 6n               | G806BL       | SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX  | 1   |             |            |                 |
| 6o               | GA01670AA    | ADD: APX E5 CONTROL HEAD                        | 1   |             |            |                 |
| 6p               | W22BA        | ADD: STD PALM MICROPHONE APX                    | 1   |             |            |                 |
| 6q               | QA09113AB    | ADD: BASELINE RELEASE SW                        | 1   |             |            |                 |
| 6r               | GA01630AA    | ADD: SMARTCONNECT                               | 1   |             |            |                 |
| 6s               | W969BG       | SOFTWARE LICENSE ENH: MULTIKEY OPERATION        | 1   |             |            |                 |
| 6t               | G361AH       | SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX | 1   |             |            |                 |



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line #             | Item Number | Description  | Qty | List Price | Sale Price | Ext. Sale Price          |
|--------------------|-------------|--|-----|------------|------------|--------------------------|
| 7                  | PMNN4486A   | PORTABLE RADIO BATTERY<br>IMPRES 2 LI-ION R IP67 3400T | 16  | \$188.27   | \$137.44   | \$2,199.04               |
| <b>Grand Total</b> |             |  |     |            |            | <b>\$236,182.86(USD)</b> |

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - #: 36-1115800



## **Purchase Order Checklist NA OM**

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

**PO Number/ Contract Number**

**PO Date**

**Vendor = Motorola Solutions, Inc.**

**Payment (Billing) Terms/ State Contract Number**

**Bill-To Name on PO must be equal to the *Legal* Bill-To Name**

**Bill-To Address**

**Ship-To Address (If we are shipping to a MR location, it must be documented on PO)**

**Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )**

**PO Amount must be equal to or greater than Order Total**

**Non-Editable Format (Word/ Excel templates cannot be accepted)**

**Tax Exemption Status**

**Signatures (As required)**

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Date:6/23/2025  
Motorola Solutions, Inc.  
Stori McIntyre  
Ref Quote: 3119739

Re: Purchase of Motorola radio communications equipment by: **Watauga County Emergency Services**

This letter serves as a "Notice To Proceed" (NTP) for Motorola to place an order of the communication equipment on the attached quote. The quoted purchase price is currently at **\$236,182.86** before taxes.

The customer agrees to pay Motorola Solutions, Inc. for the equipment (Net 30 day) upon

**Shipment To:**

**Watauga County Emergency Services  
184 Hedges Gap Rd  
Boone, NC 28607**

Attn: Will Holt

When Motorola Solutions invoices **Watauga County Emergency Services** the invoice should reference **Will Holt** be sent to the following address with payment terms of Net 30:

**Watauga County Emergency Services  
184 Hodges Gap Rd  
Boone, NC 28607**

For taxation purposes, even if tax-exempt, the equipment sold to **Watauga County Emergency Services** ultimately reside at the following address:

**Watauga County Emergency Services  
184 Hedges Gap Rd  
Boone, NC 28607**

Payments can be authorized solely on this document. I submit that I am a duly authorized Official of our entity and my signature makes this a legal and binding document. Funding has been encumbered for this order.

Sincerely yours,

Date: 6-23-2025

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

6-23-2025  
Date

  
Debra George  
Finance Director

## **AGENDA ITEM 11:**

### **WATAUGA COUNTY PLANNING BOARD'S RECOMMENDATIONS FOR THE FIRE APPENDICES COMMITTEE**

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

Mr. Jason Walker, Planning and Inspections Director, will present the Planning Board's recommendation for the Fire Appendices Committee. A public hearing was held on May 6, 2025 to allow citizen comment on the potential repeal of the fire appendices, after which a Fire Appendices Committee was formed to review and make recommendations.

Staff seeks direction from the Board.

**FIRE APPENDICES COMMITTEE**  
**Planning Board Recommendations**

Two Fire Chiefs

(Recommendation will be coming from Fire Board)

Two Commissioners

(Internally decided within BoC)

County Manager

Deron Geouque

Fire Marshall

Shane Garland

Planning Director

Jason Walker

One Surveyor

1. Alex Crowe
2. Donald McNeil
3. Rick Snider

One Engineer

1. Patrick Warren
2. Derrick Goddard
3. Mike Trew

One Developer

1. Patrick Warren
2. Jeff Fisher
3. Todd Rice
4. Bill Aceto
5. \*Jay Harrill (recommended by Matt Vincent after PB meeting)

One At-Large Member

1. Mike Wilson
2. Joseph Greer
3. Chuck Campbell
4. \*George Bartholomew (emailed Deron requesting to be on committee)

\* - The 2 people above with the asterisk were recommended after the meeting as noted.

## **AGENDA ITEM 12:**

### **TAX MATTERS**

#### *A. Monthly Collections Report*

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

Mr. Rash, will present the Monthly Collections Report and be available for questions and discussion. There were no releases in June.

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

***Monthly Collections Report***

***Watauga County***

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

Monthly Report June 2025

|                              | <u>Current Month</u><br><u>Collections</u> | <u>Current FY</u><br><u>Collections</u> | <u>Current FY</u><br><u>Percentage</u> | <u>Previous FY</u><br><u>Percentage</u> |
|------------------------------|--|---|--|---|
| <b><u>General County</u></b> |  |   |  |   |
| Taxes 2024                   | 59,983.46                                  | 43,797,940.57                           | 98.50%                                 | 98.78%                                  |
| Prior Year Taxes             | 27,535.70                                  | 599,166.11                              |  |   |
| Solid Waste User Fees        | 5,279.40                                   | 3,371,573.04                            | 97.58%                                 | 97.55%                                  |
| <br>Total County Funds       | <br><b>\$92,798.56</b>                     | <br><b>\$47,768,679.72</b>              |  |   |
| <b><u>Fire Districts</u></b> |  |   |  |   |
| Foscoe Fire                  | 709.93                                     | 693,769.73                              | 98.88%                                 | 99.10%                                  |
| Boone Fire                   | 1,164.93                                   | 1,339,146.04                            | 98.60%                                 | 98.70%                                  |
| Fall Creek Service Dist.     | 0.00                                       | 13,789.47                               | 96.80%                                 | 95.81%                                  |
| Beaver Dam Fire              | 101.33                                     | 140,353.06                              | 97.15%                                 | 96.32%                                  |
| Stewart Simmons Fire         | 599.48                                     | 446,542.14                              | 99.16%                                 | 99.16%                                  |
| Zionville Fire               | 334.90                                     | 157,175.70                              | 97.28%                                 | 97.77%                                  |
| Cove Creek Fire              | 726.22                                     | 355,390.19                              | 98.09%                                 | 98.06%                                  |
| Shawneehaw Fire              | 165.14                                     | 164,894.75                              | 98.51%                                 | 98.25%                                  |
| Meat Camp Fire               | 1,484.29                                   | 319,318.60                              | 96.77%                                 | 96.46%                                  |
| Deep Gap Fire                | 1,506.42                                   | 276,388.45                              | 96.39%                                 | 98.14%                                  |
| Todd Fire                    | 66.62                                      | 77,580.75                               | 98.67%                                 | 97.78%                                  |
| Blowing Rock Fire            | 1,034.27                                   | 714,857.88                              | 98.46%                                 | 99.28%                                  |
| M.C. Creston Fire            | 0.00                                       | 7,136.98                                | 92.03%                                 | 95.26%                                  |
| Foscoe Service District      | 0.00                                       | 109,356.60                              | 98.44%                                 | 98.92%                                  |
| Beech Mtn. Service Dist.     | 7.14                                       | 2,778.05                                | 99.68%                                 | 99.52%                                  |
| Cove Creek Service Dist.     | 0.00                                       | 346.14                                  | 99.40%                                 | 100.00%                                 |
| Shawneehaw Service Dist      | 12.21                                      | 8,341.64                                | 97.05%                                 | 98.21%                                  |
| <br>Total Fire Districts     | <br><b>7,912.88</b>                        | <br><b>4,827,166.17</b>                 |  |   |
| <b><u>Towns</u></b>          |  |   |  |   |
| Boone                        | 8,691.81                                   | 9,232,054.58                            | 99.13%                                 | 99.43%                                  |
| Municipal Services           | 252.66                                     | 285,798.50                              | 98.77%                                 | 98.94%                                  |
| <br>Total Town Taxes         | <br><b>\$8,944.47</b>                      | <br><b>\$9,517,853.08</b>               |  |   |
| Total Amount Collected       | <b>\$109,655.91</b>                        | <b>\$62,113,698.97</b>                  |  |   |

Regina Hruck Tax Collections Director

Lydia Rash Tax Administrator

## **AGENDA ITEM 12:**

### **TAX MATTERS**

#### ***B. Refunds and Releases***

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

Mr. Tyler Rash, Tax Administrator will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

## RELEASES - 06/01/2025 TO 06/30/2025

| OWNER NAME AND ADDRESS  | CAT<br>PROPERTY<br>REASON   | YEAR<br>BILL | EFF DATE<br>JUR | REF NO | VALUE<br>CHARGE                     | AMOUNT   |
|---|---|--------------|-----------------|--------|-------------------------------------|--|
| 1849781 HMP VENTURES LLC<br>2618 PORTLAND AVE<br>CHARLOTTE, NC 28207                  | RE 2024<br>1950-11-6364-000<br>TAX RELEASES<br>PERMIT PLACED ON WRONG PARCEL. | 11343<br>C05 | 06/23/2025      | 12139  | 214,700 G01                         | 682.74   |
| 1854845 JOLLY, CHARLES<br>JOLLY, KIMBERLY<br>359 HARDING DR<br>BLOWING ROCK, NC 28605 | PP 2023<br>4212<br>TAX RELEASES   | 1453<br>F12  | 06/06/2025      | 12133  | 0 F12<br>G01<br>SWF                 | 8.73<br>55.52<br>102.87<br>167.12                |
| 1854845 JOLLY, CHARLES<br>JOLLY, KIMBERLY<br>359 HARDING DR<br>BLOWING ROCK, NC 28605 | PP 2024<br>4212<br>TAX RELEASES   | 1356<br>F12  | 06/06/2025      | 12132  | 0 F12<br>G01<br>SWF<br>F12L<br>G01L | 8.47<br>53.87<br>102.87<br>.85<br>5.39<br>171.45 |
| 1750681 TOURMALINE NC LLC<br>838 STATE FARM RD STE B<br>BOONE, NC 28607               | PP 2020<br>1302<br>REFUND RELEASE<br>BUSINESS LISTING ERROR FOR CIP.          | 796<br>C02   | 06/16/2025      | 12138  | 261,300 G01                         | 1,071.33<br>1,053.04<br>-----<br>2,124.37        |
| 1750681 TOURMALINE NC LLC<br>838 STATE FARM RD STE B<br>BOONE, NC 28607               | PP 2021<br>1302<br>REFUND RELEASE<br>BUSINESS LISTING ERROR FOR CIP.          | 426<br>C02   | 06/16/2025      | 12137  | 241,200 G01                         | 1,061.28<br>972.04<br>-----<br>2,033.32          |
| 1750681 TOURMALINE NC LLC<br>838 STATE FARM RD STE B<br>BOONE, NC 28607               | PP 2022<br>1302<br>REFUND RELEASE<br>BUSINESS LISTING ERROR FOR CIP.          | 390<br>C02   | 06/16/2025      | 12136  | 221,100 G01                         | 795.96<br>703.09<br>-----<br>1,499.05            |
| 1750681 TOURMALINE NC LLC<br>838 STATE FARM RD STE B<br>BOONE, NC 28607               | PP 2023<br>1302<br>REFUND RELEASE<br>BUSINESS LISTING ERROR FOR CIP.          | 351<br>C02   | 06/16/2025      | 12135  | 201,000 G01                         | 753.75<br>639.18<br>-----<br>1,392.93            |
| 1750681 TOURMALINE NC LLC<br>838 STATE FARM RD STE B<br>BOONE, NC 28607               | PP 2024<br>1302<br>REFUND RELEASE<br>BUSINESS LISTING ERROR.                  | 328<br>C02   | 06/16/2025      | 12134  | 180,880 G01<br>C02L<br>G01L         | 705.43<br>575.19<br>70.54<br>57.51<br>1,408.67   |

DETAIL SUMMARY

COUNT: 8

RELEASES - TOTAL

1,320,180

9,479.65

## RELEASES - 06/01/2025 TO 06/30/2025

## RELEASES - CHARGE SUMMARY FOR ALL CLERKS

| YEAR | CAT | CHARGE | AMOUNT                      |
|------|-----|--------|-----------------------------|
| 2020 | PP  | C02    | BOONE PP                    |
| 2020 | PP  | G01    | WATAUGA COUNTY PP           |
|      |     |        | 1,071.33                    |
|      |     |        | 1,053.04                    |
|      |     |        | 2020 TOTAL                  |
|      |     |        | 2,124.37                    |
| 2021 | PP  | C02    | BOONE PP                    |
| 2021 | PP  | G01    | WATAUGA COUNTY PP           |
|      |     |        | 1,061.28                    |
|      |     |        | 972.04                      |
|      |     |        | 2021 TOTAL                  |
|      |     |        | 2,033.32                    |
| 2022 | PP  | C02    | BOONE PP                    |
| 2022 | PP  | G01    | WATAUGA COUNTY PP           |
|      |     |        | 795.96                      |
|      |     |        | 703.09                      |
|      |     |        | 2022 TOTAL                  |
|      |     |        | 1,499.05                    |
| 2023 | PP  | C02    | BOONE PP                    |
| 2023 | PP  | F12    | BLOWING ROCK FIRE PP        |
| 2023 | PP  | G01    | WATAUGA COUNTY PP           |
| 2023 | PP  | SWF    | SANITATION USER FEE         |
|      |     |        | 753.75                      |
|      |     |        | 8.73                        |
|      |     |        | 694.70                      |
|      |     |        | 102.87                      |
|      |     |        | 2023 TOTAL                  |
|      |     |        | 1,560.05                    |
| 2024 | RE  | G01    | WATAUGA COUNTY RE           |
| 2024 | PP  | C02    | BOONE PP                    |
| 2024 | PP  | C02L   | BOONE LATE LIST             |
| 2024 | PP  | F12    | BLOWING ROCK FIRE PP        |
| 2024 | PP  | F12L   | BLOWING ROCK FIRE LATE LIST |
| 2024 | PP  | G01    | WATAUGA COUNTY PP           |
| 2024 | PP  | G01L   | WATAUGA COUNTY LATE LIST    |
| 2024 | PP  | SWF    | SANITATION USER FEE         |
|      |     |        | 682.74                      |
|      |     |        | 705.43                      |
|      |     |        | 70.54                       |
|      |     |        | 8.47                        |
|      |     |        | .85                         |
|      |     |        | 629.06                      |
|      |     |        | 62.90                       |
|      |     |        | 102.87                      |
|      |     |        | 2024 TOTAL                  |
|      |     |        | 2,262.86                    |
|      |     |        | SUMMARY TOTAL               |
|      |     |        | 9,479.65                    |

## RELEASES - 06/01/2025 TO 06/30/2025

## RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

| JUR | YEAR | CHARGE | AMOUNT                      |          |
|-----|------|--------|-----------------------------|----------|
| C02 | 2020 | C02    | BOONE PP                    | 1,071.33 |
| C02 | 2020 | G01    | WATAUGA COUNTY PP           | 1,053.04 |
| C02 | 2021 | C02    | BOONE PP                    | 1,061.28 |
| C02 | 2021 | G01    | WATAUGA COUNTY PP           | 972.04   |
| C02 | 2022 | C02    | BOONE PP                    | 795.96   |
| C02 | 2022 | G01    | WATAUGA COUNTY PP           | 703.09   |
| C02 | 2023 | C02    | BOONE PP                    | 753.75   |
| C02 | 2023 | G01    | WATAUGA COUNTY PP           | 639.18   |
| C02 | 2024 | C02    | BOONE PP                    | 705.43   |
| C02 | 2024 | C02L   | BOONE LATE LIST             | 70.54    |
| C02 | 2024 | G01    | WATAUGA COUNTY PP           | 575.19   |
| C02 | 2024 | G01L   | WATAUGA COUNTY LATE LIST    | 57.51    |
|     |      |        | C02 TOTAL                   | 8,458.34 |
| C05 | 2024 | G01    | WATAUGA COUNTY RE           | 682.74   |
|     |      |        | C05 TOTAL                   | 682.74   |
| F12 | 2023 | F12    | BLOWING ROCK FIRE PP        | 8.73     |
| F12 | 2023 | G01    | WATAUGA COUNTY PP           | 55.52    |
| F12 | 2023 | SWF    | SANITATION USER FEE         | 102.87   |
| F12 | 2024 | F12    | BLOWING ROCK FIRE PP        | 8.47     |
| F12 | 2024 | F12L   | BLOWING ROCK FIRE LATE LIST | .85      |
| F12 | 2024 | G01    | WATAUGA COUNTY PP           | 53.87    |
| F12 | 2024 | G01L   | WATAUGA COUNTY LATE LIST    | 5.39     |
| F12 | 2024 | SWF    | SANITATION USER FEE         | 102.87   |
|     |      |        | F12 TOTAL                   | 338.57   |
|     |      |        | SUMMARY TOTAL               | 9,479.65 |

## **AGENDA ITEM 12:**

### **TAX MATTERS**

#### *C. Annual Settlement of Tax Collector*

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

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

Board action is required to approve the annual settlement.

MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS  
FROM: TYLER RASH, TAX ADMINISTRATOR  
SUBJECT: ANNUAL SETTLEMENT OF TAX COLLECTOR IN ACCORDANCE  
WITH G.S. 105-373  
DATE: *July 15, 2025*

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

ATTACHMENT: SETTLEMENT

Annual Settlement of Tax Collector FALL CREEK  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |                     |
|----|---|---------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 15,821.57        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 33.71            |
| C. | All other sums charged and debits.  | \$ 0.00             |
|    | <b>TOTAL CHARGE</b>   | <b>\$ 15,855.28</b> |

## TAX COLLECTOR'S CREDIT

|    |  |              |
|----|--|--------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 13,755.72 |
| B. | Interest.  | \$ 33.71     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ N/A       |
| D. | Releases duly allowed by the governing body.   | \$ 1,611.84  |
| E. | Discounts allowed by law.  | \$ N/A       |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ N/A       |

TOTAL CREDIT \$ 15,401.27

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

\$ 454.01

**TOTAL** \$ **15,855.28**

**TAX COLLECTOR'S CHARGE**

|    |   |                  |
|----|---|------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 44,474,541.33 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 81,807.74     |
| C. | All other sums charged and debits.  | \$ 0.00          |
|    | <b>TOTAL CHARGE</b>   | \$ 44,556,349.07 |

**TAX COLLECTOR'S CREDIT**

|    |  |                  |
|----|--|------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 44,091,557.39 |
| B. | Interest.  | \$ 81,807.74     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA            |
| D. | Releases duly allowed by the governing body.   | \$ (281,698.63)  |
| E. | Discounts allowed by law.  | \$ NA            |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA            |
|    | <b>TOTAL CREDIT</b>  | \$ 43,891,666.50 |

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

**TOTAL** \$ 44,556,349.07

### Annual Settlement of Tax Collector

## TOWN OF BOONE

FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |                 |
|----|---|-----------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 9,342,572.65 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 12,135.22    |
| C. | All other sums charged and debits.  | \$ 0.00         |
|    | <b>TOTAL CHARGE</b>   | \$ 9,354,707.87 |

**TAX COLLECTOR'S CREDIT**

|    |  |                 |
|----|--|-----------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 9,220,565.07 |
| B. | Interest.  | \$ 12,135.22    |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA           |
| D. | Releases duly allowed by the governing body.   | \$ 41,408.75    |
| E. | Discounts allowed by law.  | \$ NA           |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA           |
|    | TOTAL CREDIT   | \$ 9,274,109.04 |

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

\$ 80,598.83

**TOTAL**

\$ 9,354,707.87

**TAX COLLECTOR'S CHARGE**

|    |   |               |
|----|---|---------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 701,577.08 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 1,136.44   |
| C. | All other sums charged and debits.  | \$ 0.00       |
|    | <b>TOTAL CHARGE</b>   | \$ 702,713.52 |

**TAX COLLECTOR'S CREDIT**

|    |  |               |
|----|--|---------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 692,630.66 |
| B. | Interest.  | \$ 1,136.44   |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA         |
| D. | Releases duly allowed by the governing body.   | \$ 1,074.69   |
| E. | Discounts allowed by law.  | \$ NA         |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA         |
|    | <b>TOTAL CREDIT</b>  | \$ 694,841.79 |

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

TAX COLLECTOR'S CHARGE

|    |   |                 |
|----|---|-----------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 1,357,752.17 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 2,520.20     |
| C. | All other sums charged and debits.  | \$ 0.00         |
|    | <b>TOTAL CHARGE</b>   | \$ 1,360,272.37 |

**TAX COLLECTOR'S CREDIT**

|    |  |                 |
|----|--|-----------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 1,336,619.87 |
| B. | Interest.  | \$ 2,520.20     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA           |
| D. | Releases duly allowed by the governing body.   | \$ 2,127.18     |
| E. | Discounts allowed by law.  | \$ NA           |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA           |

**TOTAL CREDIT**                            **\$**                            **1,341,267.25**

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

\$ 19,005.12

**TOTAL** \$ 1,360,272.37

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|              |   |                      |
|--------------|---|----------------------|
| A.           | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>144,744.20</u> |
| B.           | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>461.10</u>     |
| C.           | All other sums charged and debits.  | \$ <u>0.00</u>       |
| TOTAL CHARGE |   | \$ <u>145,205.30</u> |

TAX COLLECTOR'S CREDIT

|    |  |                      |
|----|--|----------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>139,890.11</u> |
| B. | Interest.  | \$ <u>461.10</u>     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. | Releases duly allowed by the governing body.   | \$ <u>751.44</u>     |
| E. | Discounts allowed by law.  | \$ <u>NA</u>         |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |

TOTAL CREDIT \$ 141,102.65

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

\$ 4,102.65

TOTAL \$ 145,205.30

Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |
|--|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>450,158.63</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>1,167.83</u>   |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |
|  |                      |
| TOTAL CHARGE   | \$ <u>451,326.46</u> |

TAX COLLECTOR'S CREDIT

|   |                      |
|---|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>445,697.51</u> |
| B. Interest.  | \$ <u>1,167.83</u>   |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.   | \$ <u>707.94</u>     |
| E. Discounts allowed by law.  | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |

TOTAL CREDIT \$ 447,573.28

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

\$ 3,753.18

TOTAL \$ 451,326.46

Annual Settlement of Tax Collector                    ZIONVILLE FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|              |   |                      |
|--------------|---|----------------------|
| A.           | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>161,799.67</u> |
| B.           | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>420.33</u>     |
| C.           | All other sums charged and debits.  | \$ <u>0.00</u>       |
| TOTAL CHARGE |   | \$ <u>162,220.00</u> |

TAX COLLECTOR'S CREDIT

|              |  |                      |
|--------------|--|----------------------|
| A.           | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>156,754.57</u> |
| B.           | Interest.  | \$ <u>420.33</u>     |
| C.           | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D.           | Releases duly allowed by the governing body.   | \$ <u>661.75</u>     |
| E.           | Discounts allowed by law.  | \$ <u>NA</u>         |
| F.           | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |
| TOTAL CREDIT |  | \$ <u>157,836.65</u> |

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

TOTAL                    \$ 162,220.00

\$ 4,383.35

Annual Settlement of Tax Collector COVE CREEK FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |               |
|----|---|---------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 362,255.25 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 824.36     |
| C. | All other sums charged and debits.  | \$ 0.00       |
|    | <b>TOTAL CHARGE</b>   | \$ 363,079.61 |

## TAX COLLECTOR'S CREDIT

|    |  |               |
|----|--|---------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 354,570.05 |
| B. | Interest.  | \$ 824.36     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA         |
| D. | Releases duly allowed by the governing body.   | \$ 763.22     |
| E. | Discounts allowed by law.  | \$ NA         |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA         |
|    | TOTAL CREDIT   | \$ 356,157.63 |

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN  
ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 6,921.98

**TOTAL** \$ 363,079.61

Annual Settlement of Tax Collector                    SHAWNEEHAW FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |
|--|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>167,145.80</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>343.31</u>     |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |
|  |                      |
| TOTAL CHARGE   | \$ <u>167,489.11</u> |

TAX COLLECTOR'S CREDIT

|   |                      |
|---|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>164,550.85</u> |
| B. Interest.  | \$ <u>343.31</u>     |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.   | \$ <u>112.48</u>     |
| E. Discounts allowed by law.  | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |

TOTAL CREDIT                    \$ 165,006.64

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

\$ 2,482.47

TOTAL                    \$ 167,489.11

**TAX COLLECTOR'S CHARGE**

|    |   |                      |
|----|---|----------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 329,312.75        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 778.20            |
| C. | All other sums charged and debits.  | \$ 0.00              |
|    | <b>TOTAL CHARGE</b>   | <b>\$ 330,090.95</b> |

### TAX COLLECTOR'S CREDIT

|    |  |               |
|----|--|---------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 318,539.06 |
| B. | Interest.  | \$ 778.20     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA         |
| D. | Releases duly allowed by the governing body.   | \$ 152.94     |
| E. | Discounts allowed by law.  | \$ NA         |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA         |

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

Annual Settlement of Tax Collector DEEP GAP FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |
|--|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>287,043.25</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>601.94</u>     |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |
|  |                      |
| TOTAL CHARGE   | \$ <u>287,645.19</u> |

TAX COLLECTOR'S CREDIT

|   |                      |
|---|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>275,784.03</u> |
| B. Interest.  | \$ <u>601.94</u>     |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.   | \$ <u>925.28</u>     |
| E. Discounts allowed by law.  | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |
|   |                      |
| TOTAL CREDIT  | \$ <u>277,311.25</u> |

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

\$ 10,333.94

TOTAL \$ 287,645.19

### Annual Settlement of Tax Collector

## TODD FIRE DISTRICT

FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |                     |
|----|---|---------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 78,578.72        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 145.51           |
| C. | All other sums charged and debits.  | \$ 0.00             |
|    | <b>TOTAL CHARGE</b>   | <b>\$ 78,724.23</b> |

**TAX COLLECTOR'S CREDIT**

|    |  |                     |
|----|--|---------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>77,434.48</u> |
| B. | Interest.  | \$ <u>145.51</u>    |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>        |
| D. | Releases duly allowed by the governing body.   | \$ <u>102.19</u>    |
| E. | Discounts allowed by law.  | \$ <u>NA</u>        |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>        |

**TOTAL CREDIT**

\$ 77,682.18

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

**TOTAL**

\$ 78,724.23

Annual Settlement of Tax Collector                    BLOWING ROCK FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |
|--|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>724,945.81</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>1,201.46</u>   |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |
|  |                      |
|  | TOTAL CHARGE         |
|  | \$ <u>726,147.27</u> |

TAX COLLECTOR'S CREDIT

|   |                      |
|---|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>713,654.37</u> |
| B. Interest.  | \$ <u>1,201.46</u>   |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.   | \$ <u>136.71</u>     |
| E. Discounts allowed by law.  | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |

TOTAL CREDIT                    \$ 714,992.54

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

\$ 11,154.73

TOTAL                    \$ 726,147.27

Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                    |
|--|--------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>7,755.26</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>22.65</u>    |
| C. All other sums charged and debits.  | \$ <u>0.00</u>     |
| <br>TOTAL CHARGE   | \$ <u>7,777.91</u> |

TAX COLLECTOR'S CREDIT

|   |                    |
|---|--------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>7,114.12</u> |
| B. Interest.  | \$ <u>22.65</u>    |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>       |
| D. Releases duly allowed by the governing body.   | \$ <u>25.21</u>    |
| E. Discounts allowed by law.  | \$ <u>NA</u>       |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>       |

TOTAL CREDIT \$ 7,161.98

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

\$ 615.93

TOTAL \$ 7,777.91

Annual Settlement of Tax Collector                    MUNICIPAL SERVICE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |                      |
|--|----------------------|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>289,957.49</u> |                      |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>361.61</u>     |                      |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |                      |
|  | TOTAL CHARGE         | \$ <u>290,319.10</u> |

TAX COLLECTOR'S CREDIT

|  |                      |
|--|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit. | \$ <u>285,436.48</u> |
| B. Interest.   | \$ <u>361.61</u>     |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                              | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.  | \$ <u>971.60</u>     |
| E. Discounts allowed by law.   | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.  | \$ <u>NA</u>         |

TOTAL CREDIT                    \$ 286,769.69

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

\$ 3,549.41

TOTAL                    \$ 290,319.10

Annual Settlement of Tax Collector **LANDFILL FEES**  
FY 24-25 in accordance with G.S. 105-373 (a) (3) **SOLID WASTE USER FEE**

## TAX COLLECTOR'S CHARGE

|    |   |                 |
|----|---|-----------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 3,452,008.59 |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 7,081.89     |
| C. | All other sums charged and debits.  | \$ 0.00         |
|    | <b>TOTAL CHARGE</b>   | \$ 3,459,090.48 |

**TAX COLLECTOR'S CREDIT**

|    |  |                        |
|----|--|------------------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>3,364,827.25</u> |
| B. | Interest.  | \$ <u>7,081.89</u>     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>           |
| D. | Releases duly allowed by the governing body.   | \$ <u>3,901.98</u>     |
| E. | Discounts allowed by law.  | \$ <u>NA</u>           |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>           |

TOTAL CREDIT \$ 3,375,811.12

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

\$ 83,279.36

Annual Settlement of Tax Collector                    FOSCOE SERVICE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |                      |
|--|----------------------|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>110,921.04</u> |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>206.61</u>     |
| C. All other sums charged and debits.  | \$ <u>0.00</u>       |
|  |                      |
| TOTAL CHARGE   | \$ <u>111,127.65</u> |

TAX COLLECTOR'S CREDIT

|   |                      |
|---|----------------------|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>109,149.68</u> |
| B. Interest.  | \$ <u>206.61</u>     |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>         |
| D. Releases duly allowed by the governing body.   | \$ <u>44.68</u>      |
| E. Discounts allowed by law.  | \$ <u>NA</u>         |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>         |
|   |                      |
| TOTAL CREDIT  | \$ <u>109,400.97</u> |

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

\$ 1,726.68

TOTAL

\$ 111,127.65

Annual Settlement of Tax Collector BEECH MTN. SERVICE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |                    |
|----|---|--------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 2,781.97        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 4.88            |
| C. | All other sums charged and debits.  | \$ 0.00            |
|    | <b>TOTAL CHARGE</b>   | <b>\$ 2,786.85</b> |

**TAX COLLECTOR'S CREDIT**

|    |  |             |
|----|--|-------------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 2,773.16 |
| B. | Interest.  | \$ 4.88     |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA       |
| D. | Releases duly allowed by the governing body.   | \$ 0.01     |
| E. | Discounts allowed by law.  | \$ NA       |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA       |

TOTAL CREDIT \$ 2,778.05

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

**TOTAL** \$ 2,786.85

Annual Settlement of Tax Collector COVE CREEK SERVICE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

**TAX COLLECTOR'S CHARGE**

|    |   |                  |
|----|---|------------------|
| A. | Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ 336.65        |
| B. | All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ 11.52         |
| C. | All other sums charged and debits.  | \$ 0.00          |
|    | <b>TOTAL CHARGE</b>   | <b>\$ 348.17</b> |

**TAX COLLECTOR'S CREDIT**

|    |  |           |
|----|--|-----------|
| A. | All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ 334.62 |
| B. | Interest.  | \$ 11.52  |
| C. | The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ NA     |
| D. | Releases duly allowed by the governing body.   | \$ 0.00   |
| E. | Discounts allowed by law.  | \$ NA     |
| F. | Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ NA     |

**TOTAL CREDIT**      **\$**      **346.14**

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

2.03

**TOTAL** **69** **348.17**

Annual Settlement of Tax Collector      SHAWNEEHAW SERVICE DISTRICT  
FY 24-25 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|  |  |
|--|--|
| A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries. | \$ <u>8,566.39</u>                     |
| B. All penalties, interest, and costs collected by him in connection with taxes for the current year.  | \$ <u>28.45</u>                        |
| C. All other sums charged and debits.  | \$ <u>0.00</u>                         |
|  | <b>TOTAL CHARGE</b> \$ <u>8,594.84</u> |

TAX COLLECTOR'S CREDIT

|   |  |
|---|--|
| A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit. | \$ <u>8,313.13</u>                     |
| B. Interest.  | \$ <u>28.45</u>                        |
| C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).                             | \$ <u>NA</u>                           |
| D. Releases duly allowed by the governing body.   | \$ <u>0.21</u>                         |
| E. Discounts allowed by law.  | \$ <u>NA</u>                           |
| F. Commission (if any) lawfully payable to the Tax Collector as compensation.   | \$ <u>NA</u>                           |
|   | <b>TOTAL CREDIT</b> \$ <u>8,341.79</u> |

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

\$ 253.05

**TOTAL**      \$ 8,594.84

ANNUAL SETTLEMENT OF TAX COLLECTOR

WATAUGA COUNTY

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                        |
|----------------------|------------------|------------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>1,130,670.86</u> |
|----------------------|------------------|------------------------|

TAX COLLECTOR'S CREDIT

|                             |                      |
|-----------------------------|----------------------|
| A. Collections and Releases | \$ <u>496,661.02</u> |
|-----------------------------|----------------------|

|                                  |                     |
|----------------------------------|---------------------|
| B. <u>2015</u> taxes written off | \$ <u>16,247.68</u> |
|----------------------------------|---------------------|

|                |                  |
|----------------|------------------|
| C. Adjustments | \$ <u>513.23</u> |
|----------------|------------------|

|               |                      |
|---------------|----------------------|
| TOTAL CREDITS | \$ <u>513,421.93</u> |
|---------------|----------------------|

|                                   |                      |
|-----------------------------------|----------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>617,248.93</u> |
|-----------------------------------|----------------------|

|       |                        |
|-------|------------------------|
| TOTAL | \$ <u>1,130,670.86</u> |
|-------|------------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BOONE

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                      |
|----------------------|------------------|----------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>150,884.03</u> |
|----------------------|------------------|----------------------|

TAX COLLECTOR'S CREDIT

|                             |                     |
|-----------------------------|---------------------|
| A. Collections and Releases | \$ <u>51,125.86</u> |
|-----------------------------|---------------------|

|                                  |                    |
|----------------------------------|--------------------|
| B. <u>2015</u> taxes written off | \$ <u>2,467.00</u> |
|----------------------------------|--------------------|

|                |                    |
|----------------|--------------------|
| C. Adjustments | \$ <u>3,683.77</u> |
|----------------|--------------------|

|               |                     |
|---------------|---------------------|
| TOTAL CREDITS | \$ <u>57,276.63</u> |
|---------------|---------------------|

|                                   |                     |
|-----------------------------------|---------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>93,607.40</u> |
|-----------------------------------|---------------------|

|       |                      |
|-------|----------------------|
| TOTAL | \$ <u>150,884.03</u> |
|-------|----------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

FOSCOE FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 11,659.80

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,621.78

B. 2015 taxes written off \$ 569.74

C. Adjustments \$ 41.10

TOTAL CREDITS \$ 5,232.62

Prior Year Taxes @ 6/30/25 \$ 6,427.18

TOTAL \$ 11,659.80

ANNUAL SETTLEMENT OF TAX COLLECTOR

FALL CREEK

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                     |
|----------------------|------------------|---------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>38,775.89</u> |
|----------------------|------------------|---------------------|

TAX COLLECTOR'S CREDIT

|                             |                     |
|-----------------------------|---------------------|
| A. Collections and Releases | \$ <u>16,842.97</u> |
|-----------------------------|---------------------|

|                                  |                  |
|----------------------------------|------------------|
| B. <u>2015</u> taxes written off | \$ <u>774.67</u> |
|----------------------------------|------------------|

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

|               |                     |
|---------------|---------------------|
| TOTAL CREDITS | \$ <u>17,617.64</u> |
|---------------|---------------------|

|                                   |                     |
|-----------------------------------|---------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>21,158.25</u> |
|-----------------------------------|---------------------|

|       |                     |
|-------|---------------------|
| TOTAL | \$ <u>38,775.89</u> |
|-------|---------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

FALL CREEK

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 979.72

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 365.55

B. 2015 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 365.55

Prior Year Taxes @ 6/30/25 \$ 614.17

TOTAL \$ 979.72

ANNUAL SETTLEMENT OF TAX COLLECTOR

BEAVER DAM FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                    |
|----------------------|------------------|--------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>9,489.33</u> |
|----------------------|------------------|--------------------|

TAX COLLECTOR'S CREDIT

|                             |                    |
|-----------------------------|--------------------|
| A. Collections and Releases | \$ <u>5,712.50</u> |
|-----------------------------|--------------------|

|                                  |                 |
|----------------------------------|-----------------|
| B. <u>2015</u> taxes written off | \$ <u>19.75</u> |
|----------------------------------|-----------------|

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

|               |                    |
|---------------|--------------------|
| TOTAL CREDITS | \$ <u>5,732.25</u> |
|---------------|--------------------|

|                                   |                    |
|-----------------------------------|--------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>3,757.08</u> |
|-----------------------------------|--------------------|

|       |                    |
|-------|--------------------|
| TOTAL | \$ <u>9,489.33</u> |
|-------|--------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

STEWART SIMMONS FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                    |
|----------------------|------------------|--------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>8,351.55</u> |
|----------------------|------------------|--------------------|

TAX COLLECTOR'S CREDIT

|                             |                    |
|-----------------------------|--------------------|
| A. Collections and Releases | \$ <u>2,523.20</u> |
|-----------------------------|--------------------|

|                                  |                  |
|----------------------------------|------------------|
| B. <u>2015</u> taxes written off | \$ <u>127.45</u> |
|----------------------------------|------------------|

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

|               |                    |
|---------------|--------------------|
| TOTAL CREDITS | \$ <u>2,650.65</u> |
|---------------|--------------------|

|                                   |                    |
|-----------------------------------|--------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>5,700.90</u> |
|-----------------------------------|--------------------|

|       |                    |
|-------|--------------------|
| TOTAL | \$ <u>8,351.55</u> |
|-------|--------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

ZIONVILLE FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                    |
|----------------------|------------------|--------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>8,902.38</u> |
|----------------------|------------------|--------------------|

TAX COLLECTOR'S CREDIT

|                             |                    |
|-----------------------------|--------------------|
| A. Collections and Releases | \$ <u>3,417.77</u> |
|-----------------------------|--------------------|

|                                  |                 |
|----------------------------------|-----------------|
| B. <u>2015</u> taxes written off | \$ <u>66.42</u> |
|----------------------------------|-----------------|

|                |                  |
|----------------|------------------|
| C. Adjustments | \$ <u>182.75</u> |
|----------------|------------------|

|               |                    |
|---------------|--------------------|
| TOTAL CREDITS | \$ <u>3,666.94</u> |
|---------------|--------------------|

|                                   |                    |
|-----------------------------------|--------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>5,235.44</u> |
|-----------------------------------|--------------------|

|       |                    |
|-------|--------------------|
| TOTAL | \$ <u>8,902.38</u> |
|-------|--------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

COVE CREEK FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 12,610.70

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,149.08

B. 2015 taxes written off \$ 109.79

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 4,258.87

Prior Year Taxes @ 6/30/25 \$ 8,351.83

TOTAL \$ 12,610.70

ANNUAL SETTLEMENT OF TAX COLLECTOR

SHAWNEEHAW FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 4,125.73

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,283.93

B. 2015 taxes written off \$ 1.25

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,285.18

Prior Year Taxes @ 6/30/25 \$ 1,840.55

TOTAL \$ 4,125.73

ANNUAL SETTLEMENT OF TAX COLLECTOR

MEAT CAMP FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                     |
|----------------------|------------------|---------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>21,880.69</u> |
|----------------------|------------------|---------------------|

TAX COLLECTOR'S CREDIT

|                             |                     |
|-----------------------------|---------------------|
| A. Collections and Releases | \$ <u>10,530.10</u> |
|-----------------------------|---------------------|

|                                  |                  |
|----------------------------------|------------------|
| B. <u>2015</u> taxes written off | \$ <u>164.32</u> |
|----------------------------------|------------------|

|                |                 |
|----------------|-----------------|
| C. Adjustments | \$ <u>36.18</u> |
|----------------|-----------------|

|               |                     |
|---------------|---------------------|
| TOTAL CREDITS | \$ <u>10,730.60</u> |
|---------------|---------------------|

|                                   |                     |
|-----------------------------------|---------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>11,150.09</u> |
|-----------------------------------|---------------------|

|       |                     |
|-------|---------------------|
| TOTAL | \$ <u>21,880.69</u> |
|-------|---------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

DEEP GAP FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                     |
|----------------------|------------------|---------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>10,515.34</u> |
|----------------------|------------------|---------------------|

TAX COLLECTOR'S CREDIT

|                             |                    |
|-----------------------------|--------------------|
| A. Collections and Releases | \$ <u>4,333.45</u> |
|-----------------------------|--------------------|

|                                  |                  |
|----------------------------------|------------------|
| B. <u>2015</u> taxes written off | \$ <u>172.88</u> |
|----------------------------------|------------------|

|                |                |
|----------------|----------------|
| C. Adjustments | \$ <u>0.03</u> |
|----------------|----------------|

|               |                    |
|---------------|--------------------|
| TOTAL CREDITS | \$ <u>4,506.36</u> |
|---------------|--------------------|

|                                   |                    |
|-----------------------------------|--------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>6,008.98</u> |
|-----------------------------------|--------------------|

|       |                     |
|-------|---------------------|
| TOTAL | \$ <u>10,515.34</u> |
|-------|---------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

TODD FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 2,143.73

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,293.18

B. 2015 taxes written off \$ 2.57

C. Adjustments \$ 0.17

TOTAL CREDITS \$ 1,295.92

Prior Year Taxes @ 6/30/25 \$ 847.81

TOTAL \$ 2,143.73

ANNUAL SETTLEMENT OF TAX COLLECTOR

BLOWING ROCK FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                    |
|----------------------|------------------|--------------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>8,353.59</u> |
|----------------------|------------------|--------------------|

TAX COLLECTOR'S CREDIT

|                             |                    |
|-----------------------------|--------------------|
| A. Collections and Releases | \$ <u>3,494.12</u> |
|-----------------------------|--------------------|

|                                  |                 |
|----------------------------------|-----------------|
| B. <u>2015</u> taxes written off | \$ <u>83.67</u> |
|----------------------------------|-----------------|

|                |                 |
|----------------|-----------------|
| C. Adjustments | \$ <u>25.20</u> |
|----------------|-----------------|

|               |                    |
|---------------|--------------------|
| TOTAL CREDITS | \$ <u>3,602.99</u> |
|---------------|--------------------|

|                                   |                    |
|-----------------------------------|--------------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>4,750.60</u> |
|-----------------------------------|--------------------|

|       |                    |
|-------|--------------------|
| TOTAL | \$ <u>8,353.59</u> |
|-------|--------------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR  
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 1,035.62

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 153.09

B. 2015 taxes written off \$ 27.45

C. Adjustments \$ 0.06

TOTAL CREDITS \$ 180.60

Prior Year Taxes @ 6/30/25 \$ 855.02

TOTAL \$ 1,035.62

ANNUAL SETTLEMENT OF TAX COLLECTOR

SOLID WASTE USER FEE

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 229,600.03

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 62,953.99

B. 2015 taxes written off \$ 7,941.62

C. Adjustments \$ 851.18

TOTAL CREDITS \$ 71,746.79

Prior Year Taxes @ 6/30/25 \$ 157,853.24

TOTAL \$ 229,600.03

ANNUAL SETTLEMENT OF TAX COLLECTOR  
FOSCOE SERVICE DISTRICT

Prior year FY 2024-2025 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 2,570.98

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 633.72

B. 2015 taxes written off \$ 22.70

C. Adjustments \$ 19.61

TOTAL CREDITS \$ 676.03

Prior Year Taxes @ 6/30/25 \$ 1,894.95

TOTAL \$ 2,570.98

ANNUAL SETTLEMENT OF TAX COLLECTOR

BEECH MTN. SERVICE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

|                      |                  |                 |
|----------------------|------------------|-----------------|
| A. Prior Years Taxes | <u>2015-2023</u> | \$ <u>24.59</u> |
|----------------------|------------------|-----------------|

TAX COLLECTOR'S CREDIT

|                             |                |
|-----------------------------|----------------|
| A. Collections and Releases | \$ <u>7.80</u> |
|-----------------------------|----------------|

|                                  |                |
|----------------------------------|----------------|
| B. <u>2015</u> taxes written off | \$ <u>0.75</u> |
|----------------------------------|----------------|

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

|               |                |
|---------------|----------------|
| TOTAL CREDITS | \$ <u>8.55</u> |
|---------------|----------------|

|                                   |                 |
|-----------------------------------|-----------------|
| Prior Year Taxes @ <u>6/30/25</u> | \$ <u>16.04</u> |
|-----------------------------------|-----------------|

|       |                 |
|-------|-----------------|
| TOTAL | \$ <u>24.59</u> |
|-------|-----------------|

ANNUAL SETTLEMENT OF TAX COLLECTOR

COVE CREEK SERVICE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 0.00

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 0.00

B. 2015 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 0.00

Prior Year Taxes @ 6/30/25 \$ 0.00

TOTAL \$ 0.00

ANNUAL SETTLEMENT OF TAX COLLECTOR

SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 224.53

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 16.74

B. 2015 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 16.74

Prior Year Taxes @ 6/30/25 \$ 207.79

TOTAL \$ 224.53

ANNUAL SETTLEMENT OF TAX COLLECTOR

MUNICIPAL SERVICE DISTRICT

Prior year FY 2024-2025 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2015-2023 \$ 11,520.40

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,856.49

B. 2015 taxes written off \$ 10.80

C. Adjustments \$ 0.21

TOTAL CREDITS \$ 4,867.50

Prior Year Taxes @ 6/30/25 \$ 6,652.90

TOTAL \$ 11,520.40

## **AGENDA ITEM 12:**

### **TAX MATTERS**

#### *D. Oath to Collect Taxes*

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

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

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

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

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

WITNESS MY HAND AND SEAL THIS

15<sup>th</sup> DAY OF July 2025

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

ATTEST:

---

CLERK OF BOARD OF COMMISSIONERS  
COUNTY OF WATAUGA

OATH AS TO DILIGENT EFFORT TO COLLECT TAXES

N.C.G.S. 105-373

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

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

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

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

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

tyler rash  
TYLER RASH, TAX ADMINISTRATOR

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

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

DATE

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## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *A. Howard Knob Park Proposal for Construction Materials Testing Services*

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

The Howard Knob Park project requires construction materials testing services. Funds have been budgeted to cover the expense. The project requires no county funding and will be paid by the Watauga TDA and grant funds. Staff recommends the Board, contingent upon County Attorney review, approve the contract with WSP for construction materials testing in the amount of \$37,500.

Board authorization is required to approve the contract with WSP for construction materials testing in the amount of \$37,500.



June 13, 2025

1308 Patton Avenue Suite C  
Asheville, North Carolina 28806  
+1 (828) 252-8130  
NC Engineering License No. F-0165

[wsp.com](http://wsp.com)

Mr. Deron Geouque  
County Manager  
Watauga County  
814 West King Street, Suite 205  
Boone, North Carolina 28607

**Subject:** **Proposal for Construction Materials Testing Services**  
**Howard Knob Park**  
**604 Howard Knob Road**  
**Boone, North Carolina**  
**WSP Proposal No. 2025US428950**

Dear Mr. Geouque:

WSP USA Inc. (WSP) is pleased to submit this proposal to provide construction materials testing (CMT) services during the construction of the improvements to the existing Howard Knob Park in Boone, North Carolina. This proposal presents our understanding of the proposed construction, outlines our proposed scope of services, cost information, and authorization procedures. Our understanding of the proposed construction is based on review of the drawings and construction schedule.

### **Project Description**

Based on project information and drawings provided electronically, our review of recent construction plans, and conversations with the contractor, we understand that improvements and additions to the existing Howard Knob Park will consist of additional parking and drive areas and three stacked boulder walls. One of the boulder retaining walls will be approximately 50 feet in length and up to 4 feet in height, the second approximately 200 feet in length and 8 feet in height and the third approximately 75 feet in length and 5 feet in height. Up to a few feet of fill will be required within the parking/drive area behind the larger boulder retaining wall.

Additionally, a circular steel overlook walkway will be constructed as a viewing platform. We understand that the steel columns for the overlook have concrete foundations with steel reinforcement drilled and epoxied into the existing rock outcrop. We understand that initial phase of construction will start in June 2025 but we have not been provided with a construction schedule.

### **Scope and Budget:**

During construction, WSP will perform the following services at the request of your designated representative. Daily test results and observations will be reported to the appropriate site personnel at the time of testing. Written summaries of our daily test results and observations will be transmitted to the project team via email on a periodic basis. Based on our discussions with the design team, review of the available project plans and our experience on similar projects, we propose the following scope of services utilizing personnel with experience performing similar services on past projects.

## WSP Safety

As with any construction project, safety is a top priority of ours. Prior to field activities, WSP will coordinate safety procedures with the general contractor and will develop safety plans for our employees associated with individual tasks to be completed at the site. WSP will also attend site safety training, if required, and abide by the site safety plan.

## Stacked Boulder Site Retaining Walls

- Observe the foundation areas of the walls and perform hand auger borings to document that the soils present at the foundation bearing elevation are suitable for the design bearing pressure.
- Confirm that the soils used for construction of the wall are consistent with those specified in the design documents.
- Conduct laboratory compaction tests on representative fill soil in general accordance with ASTM D698 and/or ASTM D1557.
- Conduct in-place field density tests on backfill material to measure the percent compaction achieved.

A certification letter for site stacked boulder retaining walls should be provided by the retaining wall designer at the completion of construction verifying that the walls have been constructed in accordance with the project plans. Based on our past experience, the retaining wall designer typically reviews our laboratory test results on the proposed soil backfill material within the reinforced zone, field foundation bearing tests, and field density test reports distributed to them during construction. Additionally, a representative of the retaining wall designer typically makes several site visits during construction of the site retaining walls to confirm it is being constructed per project plans in order to be able to issue this certification letter. The design team and/or general contractor should confirm the wall designer is contracted to do so.

## Soils

- Observe proofrolling of the stripped subgrade within the parking and drive areas to locate any areas which may require additional excavation or rework.
- Observe placement of fill materials and conduct in-place field density tests to measure the percent compaction achieved for site utility trench backfill and structural fill.
- Conduct laboratory compaction tests on representative fill soils in general accordance with ASTM D698 and provide visual classification of the fill materials placed.

## Foundations

Based on our review of the project plans, we understand that the overlook structure foundations will bear on rock.

- Confirm that the foundation bearing surface is rock.
- Make observations in footing excavations to document that the foundation bearing area is level or benched, and free of loose soil/rock, ponded water, and debris.
- Make observations and confirm holes drilled in rock for reinforcing steel for the concrete foundations are the correct length, diameter and free of debris prior to grouting in rebar.

### Cast-in-Place Concrete

- Obtain samples and perform tests on plastic concrete in the field including slump, air content and temperature.
- Cast concrete cylinder specimens for compressive strength testing.
- Cure, test and report concrete cylinder test results.

### Asphalt Pavement

- Observe proofrolling of the subgrade prior to placement of base course materials.
- Conduct laboratory compaction tests on representative samples of the aggregate base course materials in accordance with ASTM D698 or ASTM D1557, whichever is specified.
- Perform in-place density tests and thickness measurements on the aggregate base course.
- Perform in-place density tests and thickness measurements on the asphalt concrete. The in-place density of the asphalt concrete will be compared to the theoretical maximum density provided by asphalt concrete supplier for specific mix used at time of placement to determine the percent compaction.

We anticipate our services for Site Retaining Walls, Soils and Foundations, Cast-in-Place Concrete and Asphalt Pavement testing will require up to 35 site visits by an Engineering Technician or Assistant Consultant, up to six hours onsite for each visit

### Additional Services (included within this proposal)

- Laboratory testing of up to 8 sets of concrete cylinders and laboratory compaction testing of soil and aggregate base course of up to three samples.
- Administrative support related to producing and distributing the results and records of our field and laboratory testing and inspection services.
- Project management, including management of WSP's internal safety and quality assurance programs.

### **Scheduling and Reporting**

We will provide personnel for this project at the request of your representative. We request at least 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently. Daily test results and observations will be reported to the appropriate site personnel at the time of testing. Written summaries of our daily test results and observations will be transmitted to the project team via email on a periodic basis.

### **Cost Estimate**

Based on the requested scope of services described above, we recommend a budget allowance of \$37,500 for our services. Compensation for the services provided or additional services you request will be based upon the actual time spent and tests performed in accordance with the attached fee schedule.



### Authorization

To authorize us to proceed with the scope of services outlined above and to make this proposal and our statement of Terms and Conditions the agreement between us, please sign the attached Professional Services Agreement and return a signed copy to us. We will then sign and finalize the agreement and return a copy to you.

### Closing

WSP appreciates the opportunity to perform construction materials testing services on this project. If you have any questions concerning the information in this proposal or if we may be of further service, please feel free to contact us.

Sincerely,  
**WSP USA Inc.**

Jill M. Heimberg, P.E.  
Geotechnical Team Lead

Timothy P. Quigley, P.E.  
Senior Engineer

Attachments: Fee Schedule  
Agreement for Consulting Services



**WSP USA Inc.**  
**Asheville, North Carolina**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**Fee Schedule**  
**Howard Knob Park**  
**Boone, North Carolina**  
**June 13, 2025**  
**WSP Proposal No. 2025US428950**

**I. TECHNICIAN/INSPECTOR SERVICES**

|   |         |
|---|---------|
| 1. Engineering Technician – (including calibrated equipment and expendable supplies), per hour .....        | \$62.00 |
| 2. Senior Engineering Technician – (including calibrated equipment and expendable supplies), per hour ..... | \$75.00 |
| 3. Senior Field Inspector, per hour.....  | \$92.00 |
| 4. Steel Inspector, ASNT Level II or AWS Certified Welding Inspector, per hour .....                        | \$95.00 |

**II. ENGINEERING SERVICES**

|  |          |
|--|----------|
| 1. Assistant Consultant, per hour.....               | \$85.00  |
| 2. Associate Consultant, per hour.....               | \$95.00  |
| 3. Consultant, per hour .....                        | \$110.00 |
| 4. Senior Consultant, PE/PG, per hour .....          | \$120.00 |
| 5. Lead Consultant, PE/PG, per hour .....            | \$150.00 |
| 6. Assistant Vice President, per hour.....           | \$160.00 |
| 7. Vice President, PE/PG, per hour .....             | \$175.00 |
| 8. Senior Vice President, PE/PG, per hour.....       | \$200.00 |
| 9. Clerical/Administrative Assistant, per hour ..... | \$80.00  |

***Overtime charges will apply to the above Technician/Inspector hourly rates for all time over 40 hours per week, work between the hours of 9:00PM and 6:00AM, and work on Saturdays, Sundays and Holidays. Overtime charges will be computed at 1.5 times the regular hourly rate.***

**III. EQUIPMENT, EXPENSES, AND SUPPLIES**

|   |                      |
|---|----------------------|
| 1. Company Vehicle Charge, per day .....                              | \$100.00             |
| 2. Mileage (non-company vehicle), per mile .....                      | \$0.70               |
| 3. Nuclear Density Gauge, per day.....                                | \$75.00              |
| 4. Lodging (actual cost).....   | Direct Cost plus 15% |
| 5. Per Diems, per day.....  | GSA Rates            |
| 6. Other expenses, shipping, rental equipment, etc., if required..... | Direct Cost plus 15% |

**IV. LABORATORY SERVICES**

|   |          |
|---|----------|
| 1. Natural Moisture Content, ASTM D2216, each.....  | \$12.00  |
| 2. Atterberg Limits, ASTM D4318, each .....   | \$60.00  |
| 3. Sieve Analysis, including Wash No. 200, of soils, ASTM D1140, each.....  | \$60.00  |
| 4. Percent Finer than No. 200 Sieve, ASTM D1140, each .....   | \$40.00  |
| 5. Standard Proctor Compaction Test, ASTM D698 (methods A or B), each .....   | \$135.00 |
| 6. Standard Proctor Compaction Test, ASTM D698 (method C), each .....   | \$165.00 |
| 7. Modified Proctor Compaction Test, ASTM D1557 (method A or B), each.....  | \$150.00 |
| 8. Modified Proctor Compaction Test, ASTM D1557 (method C), each.....   | \$180.00 |
| 9. Compressive Strength of Concrete Cylinders and cylinders held in reserve, each .....                                   | \$12.00  |
| 10. Compressive Strength of Grout or Mortar Cubes and cubes held in reserve (includes supplies and capping), each.....    | \$16.00  |
| 11. Compressive Strength of Grout or Mortar Prisms and prisms held in reserve (includes supplies and capping), each ..... | \$25.00  |
| 12. Bulk Specific Gravity and Density of Asphalt Core, each.....  | \$20.00  |

**NOTE: Items not listed on this fee schedule will be quoted upon request.**



## AGREEMENT FOR CONSULTING SERVICES (EARTH AND ENVIRONMENT)

Watauga County ("CLIENT") and  
WSP USA Inc ("CONSULTANT") agree  
this 13th day of June, 2025 that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by CONSULTANT relating to Proposal No. 2025US428950 dated June 13, 2025 (collectively the "Agreement"):

### 1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other reputable professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, guaranty, or representation, express or implied is made or intended by this Agreement, or in any communication (oral or written), report, opinion, document or instrument of service, and the same are specifically disclaimed, including the implied warranties of merchantability and fitness for a particular purpose.

### 2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US \$ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.
- C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.
- D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

### 3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. To the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order



request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT. CONSULTANT agrees to exercise diligence in the performance of its Services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.

#### **4. DELAYS AND FORCE MAJEURE**

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.
- B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. CONSULTANT shall be granted a time extension, and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on CONSULTANT's performance.
- C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

#### **5. INDEPENDENT JUDGMENTS OF CLIENT**

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

#### **6. INDEMNIFICATION**

- A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against CONSULTANT.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or



others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

## 7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND SUBCONTRACTORS ("CONSULTANT GROUP") TO CLIENT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND SUBCONTRACTORS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES FROM CONSULTANT'S ACTS, NEGLIGENCE, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT GROUP TO ALL THOSE NAMED SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) OR CONSULTANT'S TOTAL FEE FOR THE SERVICES RENDERED UNDER THIS AGREEMENT, WHICHEVER IS GREATER.
- C. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR LOST REVENUES, LOST PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS, LOSS OF DATA OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- D. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation of Liability, CONSULTANT would not have performed the Services; (ii) it has had the opportunity to negotiate the terms of the Limitation of Liability; (iii) the Limitation of Liability amount may differ from the amount of professional liability insurance carried by CONSULTANT; (iv) the Limitation of Liability is merely a limitation of, and not an exculpation from, CONSULTANT's liability; (v) the Limitation of Liability is an agreed remedy; and (vi) the Limitation of Liability amount is neither nominal nor a disincentive to CONSULTANT performing the Services in accordance with the Standard of Care.

## 8. INSURANCE

- A. CONSULTANT maintains insurance coverage with the following limits:
  - (i) Workers' Compensation in compliance with statutory limits
  - (ii) Automobile Liability

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$5,000,000 |
|-----------------------|-------------|

  - (iii) Commercial General Liability:
    - Each Occurrence \$3,500,000
    - General Aggregate \$7,000,000
  - (iv) Professional Liability Insurance
    - Any One Claim \$1,000,000
    - Policy Aggregate \$3,000,000
- B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by CONSULTANT are intended for the exclusive use by CLIENT to the extent intended by the Services. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.

- B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.
- C. If included as part of the scope of Services, CONSULTANT will provide cost estimates based upon CONSULTANT's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only CONSULTANT's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

## 10. DATA AND INFORMATION

- A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.
- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. CLIENT shall at its cost and at such times as may be required by CONSULTANT for the successful and timely completion, to the extent applicable, of the Services; (i) provide an adequate area for CONSULTANT's site office facilities, equipment storage, and employee parking; (ii) furnish all construction utilities and utilities releases necessary for the Services; (iii) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (iv) approve all locations for digging and drilling operations; and (v) obtain all permits and licenses necessary and required to be taken out in CLIENT's name for the Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the

groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

### **13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT**

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

### **14. CONTROL OF WORK AND JOB-SITE SAFETY**

- A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

### **15. PUBLIC RESPONSIBILITY**

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with

applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

## **16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS**

- A. Prior to commencing the Services and as required by Article 10, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.

## **17. TERMINATION**

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

## **18. DISPUTES**

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending



against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

## **19. INTELLECTUAL PROPERTY**

- A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.
- B. CONSULTANT'S Right to Use CLIENT Materials - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data ("CLIENT Products"), CLIENT grants CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT's name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT'S experience and qualifications.
- D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## **20. INFORMATION MANAGEMENT**

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

## **21. MISCELLANEOUS**

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the CLIENT and CONSULTANT. The relationship between the CLIENT and CONSULTANT is that of an independent contractor and client, respectively, and under no circumstances shall either party be deemed agents or representatives of the other. Neither party shall have the right to enter into any contracts or commitments in the name of or on behalf of the other party in any respect whatsoever, unless otherwise agreed by the terms of this Agreement.
- D. Unless otherwise agreed to in writing by CONSULTANT and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.
- E. The words in this Agreement shall bear their natural or defined meaning. The parties have each had full opportunity of obtaining legal advice and accordingly any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.
- F. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.
- G. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- H. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.
- I. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- J. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of New York unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- K. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution to any duties, obligations, rights and remedies otherwise available by applicable law.
- L. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.
- M. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and



enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.

N. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

## 22. AUTHORIZATION TO PROCEED

By signing below, CLIENT hereby authorizes CONSULTANT to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance, and indemnity*, among many other important provisions. CLIENT also represents that any “purchase order” type document which CLIENT may issue after executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services, and any such terms or conditions shall be void and without binding effect.

WSP USA Inc.  
(CONSULTANT)

Signature

Name

Title

Date

Watauga County  
(CLIENT)

Signature

Name

Title

Date

|                             |  |
|-----------------------------|--|
| Please address invoices to: | Please address deliverables & notices* to: |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
| ATTN:                       | ATTN:                                      |
| Phone:                      | Phone:                                     |
| Email:                      | Email:                                     |

*\*All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, sent by facsimile machine, mailed, or emailed and properly addressed and stamped with the required postage to the intended recipient.*

REV: 09/2024

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**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*B. Budget Amendments*

**MANAGER'S COMMENTS:**

Deron Geouque, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY  
FINANCE OFFICE  
814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

**MEMORANDUM**

**TO:** Deron T. Geouque, County Manager  
**FROM:** Watauga County Finance Office  
**SUBJECT:** Budget Amendments  
**DATE:** July 1, 2025

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

| <u>Account #</u> | <u>Description</u>             | <u>Debit</u> | <u>Credit</u> |
|------------------|--------------------------------|--------------|---------------|
| 663991 399100    | Retained Earnings              |              | 1,182,471     |
| 667420 454000    | Capital Outlay-Vehicles        | 366,195      |               |
| 667420 455002    | Capital Outlay-Other Equipment | 816,276      |               |

Per Board action taken 8/6/24 and 11/19/24; to transfer funds from Retained Earnings for Sanitation capital outlay of a vehicle and equipment.

## AGENDA ITEM 13:

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***C. Boards and Commissions***

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

##### *AppalCART Board of Authority*

Appalachian State University recommends the appointment of Mr. Matt Dull, Deputy Chief Operating Officer to the AppalCART Board of Authority, replacing Mr. John Adams, former Interim Chief Financial Officer.

##### *CCC&TI Board*

Mr. Lowell Younce's term on the Caldwell Community College and Technical Institute Board of Trustees expired June 30, 2025. Mr. Younce is willing to continue to serve and the Board is requesting his reappointment.

##### *Jury Commission*

Thomas Broadus Redmon was selected for the jury commission for 2025-2026. It is time for his reappointment. He is willing to continue to serve.

##### *Parks and Recreation Commission*

Included in your packet is the recommendations from the Recreation Commission Board. They are requesting the Board approve the names submitted and waive the first reading requirement.

| NAME  | REPRESENTING              | TERM   |
|---|---------------------------|--|
| Ms. Brittany Bolick<br><i>Approved &amp; accepted to continue to serve.</i>   | Hardin Park School        | <b>Expires 6/2025</b><br>New Term: 6/2028            |
| Mr. Sam Painter<br><i>Approved &amp; accepted to continue to serve.</i>   | Valle Crucis School       | <b>Expires 6/2025</b><br>New Term: 6/2028            |
| Ms. Virginia Roseman<br><i>Approval &amp; acceptance to continue to serve. Town Council Seat expires December 2025.</i> | Boone Town Council        | <b>Annual Appointment</b><br>Service through 12/2025 |
| Mr. Doug Matheson<br><i>Approved &amp; acceptance to continue to serve.</i>   | Blowing Rock Town Council | <b>Annual Appointment</b><br>New Term: 6/2026        |
| Mr. Ron Henries<br><i>Accepted position to continue to serve.</i>   | WCS Board of Education    | <b>Annual Appointment</b><br>New Term: 6/2026        |

These are first readings and, therefore, no action is required.

# Appalachian

STATE UNIVERSITY

June 26, 2025

Office of the Chancellor  
PO Box 32002  
Boone, NC 28608-2002  
(828) 262-2040  
chancellor.appstate.edu

Watauga County Board of Commissioners  
814 West King Street, Suite 205  
Boone, North Carolina 28607

Dear Watauga County Board of Commissioners:

On behalf of Appalachian State University, I would like to respectfully request that Mr. Matt Dull, Deputy Chief Operating Officer, be appointed to the AppalCART Board of Authority effective immediately. Mr. Dull will be replacing Mr. John Adams, former Interim Chief Financial Officer.

Please don't hesitate to contact my office if we can provide you with anything further. Thank you for all that you do for the Boone Community and Appalachian State University.

Sincerely,



Heather Norris  
Chancellor

HN/ada

Copies to: Chair Braxton Eggers  
Mr. Matt Dull  
Mr. JJ Brown  
Mr. Craig Hughes



# Caldwell Community College and Technical Institute

Dr. Mark J. Poarch, President

July 9, 2025

Mr. Braxton Eggers, Chairman  
Watauga County Board of Commissioners  
814 West King St.  
Suite 205  
Boone, NC 28607

RE: Reappointment of Lowell Younce to the Caldwell Community College and Technical Institute Board of Trustees

Dear Chairman Eggers:

I am writing on behalf of the Caldwell Community College and Technical Institute (CCC&TI) Board of Trustees regarding the reappointment of Lowell Younce to the Board, as his term expired June 30, 2025. Lowell has been an extremely valuable member of this Board since 2013. He currently serves as the Board's Treasurer and a member of the Board's Building and Grounds Committee and Finance Committee. Lowell has always demonstrated an unwavering commitment to this Board, the college, and students through his faithful attendance at Board meetings, functions, and college events.

Lowell's love for Watauga County and his focus on providing opportunities for Watauga County citizens has been instrumental in helping CCC&TI move forward with quality programs and services to meet the needs of our community. He is a true champion of education and works tirelessly to create opportunities that will improve the lives of Watauga County students.

In our current challenging times, it is imperative to maintain stability within the college's Board of Trustees. The reappointment of Lowell will help provide the needed consistency to assure a strong, viable governing board for CCC&TI.

I appreciate your consideration to reappoint Lowell Younce to the CCC&TI Board of Trustees.

Sincerely,

A handwritten signature in cursive script that reads "Jerry T. Church".

Jerry Church, Chairman  
CCC&TI Board of Trustees

#### Caldwell Campus

2855 Hickory Blvd., Hudson, North Carolina 28638  
828.726.2200 Fax: 828.726.2216

[www.cccti.edu](http://www.cccti.edu)

#### Watauga Campus

Post Office Box 3318, Boone, North Carolina 28607  
828.297.3811 Fax: 828.297.4174

*CCC&TI is an equal opportunity educator and employer*

## Katie.Hancock

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**From:** Knight, Patricia T. <patricia.t.knight@nccourts.org>  
**Sent:** Thursday, July 3, 2025 12:36 PM  
**To:** Board Packet  
**Subject:** Jury Commissioner appointment

Good afternoon,

It is time again for jury commissioners to be selected for the 2026-2027 jury list. In 2025, Thomas Broadus Redmond was who the Board of Commissioners appointed, and Mr. Redmond is still willing to serve.

At your earliest convenience, if you could please get me a letter of appointment for Mr. Redmond, it would be greatly appreciated.

If you have any questions, please do not hesitate to reach out.

Thank you,



**Patricia Knight**  
Assistant Clerk  
Watauga County Clerk of Superior Court  
North Carolina Judicial Branch  
O 828-268-6682  
F 828-268-6601

*Justice for all*  
[www.NCcourts.gov](http://www.NCcourts.gov)



E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.

# **WATAUGA COUNTY**

## **PARKS & RECREATION**

231 Complex Drive • Boone, NC 28607

Phone: (828) 264-9511

Fax: (828) 264-9523

Date: June 20, 2025

To: Watauga County Board of Commissioners

From: Keron J Poteat, *Director*, Watauga County Parks and Recreation

Subject: Watauga County Parks and Recreation Commission Appointments/Reappointments

The following appointments have expired. During the June 11, 2025 meeting, the Recreation Commission Board approved these members to continue to serve. Terms are valid for three years, or as annual or elected appointments.

We respectfully request your approval and/or selection for these appointments:

| <b>NAME</b>   | <b>REPRESENTING</b>       | <b>TERM</b>  |
|---|---------------------------|--|
| Ms. Brittany Bolick<br><i>Approved &amp; accepted to continue to serve.</i>   | Hardin Park School        | <b>Expires 6/2025</b><br>New Term: 6/2028            |
| Mr. Sam Painter<br><i>Approved &amp; accepted to continue to serve.</i>   | Valle Crucis School       | <b>Expires 6/2025</b><br>New Term: 6/2028            |
| Ms. Virginia Roseman<br><i>Approval &amp; acceptance to continue to serve. Town Council Seat expires December 2025.</i> | Boone Town Council        | <b>Annual Appointment</b><br>Service through 12/2025 |
| Mr. Doug Matheson<br><i>Approved &amp; acceptance to continue to serve.</i>   | Blowing Rock Town Council | <b>Annual Appointment</b><br>New Term: 6/2026        |
| Mr. Ron Henries<br><i>Accepted position to continue to serve.</i>   | WCS Board of Education    | <b>Annual Appointment</b><br>New Term: 6/2026        |

If it pleases the board, please waive the first reading, and approve these members to the Recreation Commission Board.

For the complete roster of the Watauga County Parks and Recreation Commission, please see attached. The Recreation Commission meets on the 2<sup>nd</sup> Tuesday of every other month at 6 p.m. at the Watauga Community Recreation Center.

## WATAUGA COUNTY RECREATION COMMISSION

Watauga County — Nine (9) members: Eight (8) representatives from each elementary school district, plus one (1) member of the Board of Commissioners.

| MEMBER                     | APPOINTMENT DATE   | TERM EXPIRATION    | REPRESENTING              |
|----------------------------|--------------------|--------------------|---------------------------|
| Jason Eldreth              | 5/16/23            | 2027               | Bethel                    |
| Pamela Cline               | 8/20/24            | 2026               | Blowing Rock/Green Valley |
| Scott Carter               | 3/5/24             | 2027               | Cove Creek                |
| Denny Norris               | 5/16/23            | 2027               | Green Valley              |
| Brittany Bolick            | 6/11/25            | 2028               | Hardin Park               |
| Abby Bumgarner             | 6/11/25            | 2028               | Mabel                     |
| Gene Swift                 | 5/16/23            | 2027               | Parkway                   |
| Sam Painter                | 6/11/25            | 2028               | Valle Crucis              |
| Braxton Eggers/Todd Castle | Annually Appointed | Annually Appointed | Watauga County BoC        |

Town of Boone — Four (4) Members: Three (3) Town of Boone at large representatives plus one (1) member of the Boone Town Council.

| MEMBER                     | APPOINTMENT DATE | TERM EXPIRATION  | REPRESENTING       |
|----------------------------|------------------|------------------|--------------------|
| Kalie Eppley               | 5/16/23          | 2026             | Boone At Large     |
| Jeannine Underdown Collins | 5/16/23          | 2026             | Boone At Large     |
| Roachel Laney              | 3/5/24           | 2027             | Boone At Large     |
| Virginia Roseman           | Annually/Elected | Annually/Elected | Boone Town Council |

Town of Blowing Rock — Two (2) members: One (1) Town of Blowing Rock at large member plus one (1) member of the Blowing Rock Town Council.

| MEMBER        | APPOINTMENT DATE | TERM EXPIRATION  | REPRESENTING              |
|---------------|------------------|------------------|---------------------------|
| Wendell Ellis | 8/20/24          | 2027             | Blowing Rock At Large     |
| Doug Matheson | Annually/Elected | Annually/Elected | Blowing Rock Town Council |

Other Municipalities — Representation is subject to recommendation of the Parks and Recreation Commission and approval by the Watauga County Commissioners. One (1) at large representative per municipality.

| MEMBER       | APPOINTMENT DATE   | TERM EXPIRATION    | REPRESENTING                 |
|--------------|--------------------|--------------------|------------------------------|
| Sean Royall  | 8/20/24            | 2027               | Town of Beech Mountain       |
| Ron Henries  | Annual Appointment | Annual Appointment | Board of Elections           |
| Kevin Roeder | 8/20/24            | 2027               | Town of Seven Devils         |
| Joy James    | 5/16/23            | 2026               | Appalachian State University |

## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *D. Announcements*

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

AMOREM will be having a private open house celebration for the Patient Care Unit of the High Country on Friday, July 25, 2025 from 1:00 PM until 1:45 PM at Archie Carroll Road, Boone, NC 28607.



**THANK YOU** for helping  
make history in the High Country!  
The day is finally here...and we  
couldn't have done it without you.

**YOU ARE INVITED TO A  
PRIVATE OPEN HOUSE  
CELEBRATION**

AMOREM'S SECU  
PATIENT CARE UNIT  
OF THE HIGH COUNTRY

139 MOONSTRUCK LANE  
BOONE, NC  
274 Archie Carroll Rd., Boone for GPS

FRIDAY, JULY 25, 2025  
1-1:45PM

*Community event to follow at 2pm.*



**AMOREM**  
QUALITY. COMPASSION. SUPPORT.

**AGENDA ITEM 14:**

**BREAK**

**AGENDA ITEM 15:**

**CLOSED SESSION**

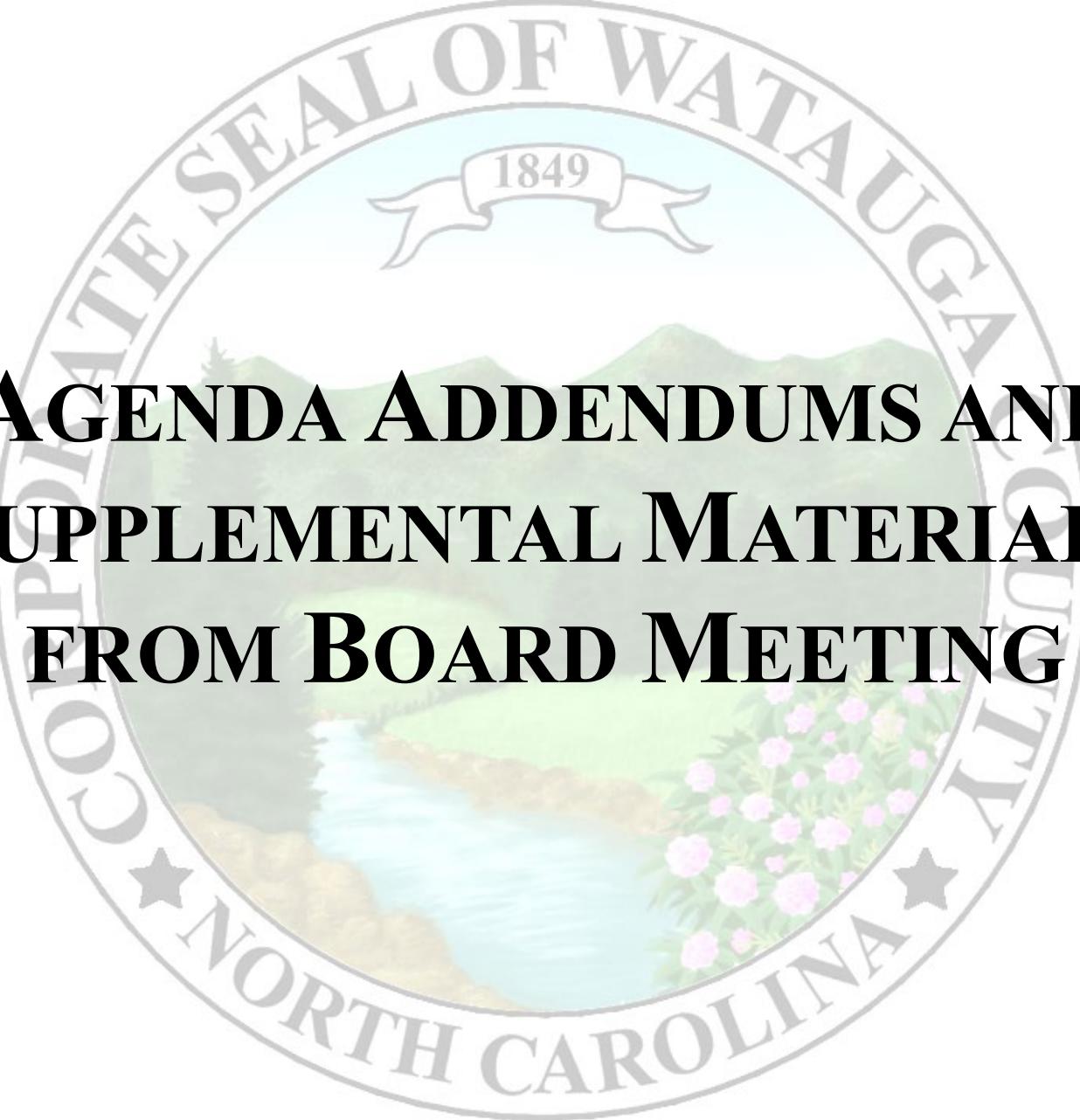
Attorney-Client Matters – G.S. 143-318.11(a)(3)

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

Personnel Matters – G.S. § 143-318.11(a)(1)

**AGENDA ITEM 16:**

**POSSIBLE ACTION AFTER CLOSED SESSION**



WATAUGA COUNTY  
NORTH CAROLINA

# AGENDA ADDENDUMS AND SUPPLEMENTAL MATERIALS FROM BOARD MEETING

## **AMENDED AGENDA ITEM 6:**

### **PLANNING AND INSPECTIONS MATTERS**

#### ***B. Consideration of New Projects for the North Carolina Department of Transportation State Transportation Improvement Plan (STIP 8.0)***

Mr. Jason Walker, Planning and Inspections Director, along with Mr. David Graham, Transportation Planner with the High Country Council of Governments, is requesting that Watauga County submit three highway projects and three bicycle/pedestrian projects from the Holding Tank List for consideration in the upcoming State Transportation Improvement Plan (STIP 8.0).

| Rank | SPOT ID   | Mode                 | TIP    | Project Category   | Route / Facility / Project Name                          | From / Cross Street / Location                         | To / Cross Street              | Description  | Specific Improvement Type  | Cost to NCDOT  | Statewide Mobility Quantitative Score (Out of 100) | Regional Impact Quantitative Score (Out of 70) | Division Needs Quantitative Score (Out of 50) | County  |
|------|-----------|----------------------|--------|--------------------|--|--|--------------------------------|--|--|----------------|--|--|---|---------|
| 1    | H090163-A | Highway              | R-5903 | Regional Impact    | US 421   | Tennessee Line   | US 321/421 junction near Vilas | Widen to Multi-Lanes   | 1 - Widen Existing Roadway   | \$ 125,600,000 | N/A  | 31.41  | 24.45   | Watauga |
| 2    | H230697   | Highway              |        | Regional Impact    | NC 194   | US 221, US 421   | SR 1333 (Castle Ford Road)     | Modernize Roadway, including construction of center turn lane and sidewalks from US 221/421 to Rainbow Trail (NS). | 26 - Upgrade Roadway   | \$ 25,000,000  | N/A  | 35.73  | 28.52   | Watauga |
| 4    | B230730   | Bicycle & Pedestrian |        | Division Needs     | Middle Fork Greenway Section 5B                          | South of Jordan Cook Road                              | Watauga Medical Center         | Construct greenway along US 321 to Watauga Medical Center  | 2 - Off-Road/Separated Linear Bicycle Facility (Bicycle)             | \$ 2,640,000   | N/A  | N/A  | 23.80   | Watauga |
| 5    | H111016   | Highway              |        | Statewide Mobility | US 321 Truck, US 421 Truck, SR 1107 (NC 105 Bypass Road) | NC 105   | US 421, US 321, NC 194         | Widen to 3 lanes with 5 foot paved shoulders to accommodate bicycles.  | 1 - Widen Existing Roadway   | \$ 58,500,000  | 77.43  | 49.32  | 31.51   | Watauga |
| 6    | H231162   | Highway              |        | Division Needs     | SR 1524 (Bamboo), SR 1523 (Deerfield)                    | SR 1523 (Deerfield)                                    | N/A                            | Improve Intersection   | 10 - Improve Intersection  | \$ 6,500,000   | N/A  | N/A  | 10.36   | Watauga |
| 7    | H230694   | Highway              |        | Statewide Mobility | US 221, US 421   | SR 1416 (Old US 421 South), SR 1672 (Old US 421 South) | N/A                            | Construct interchange to improve safety.   | 7 - Upgrade At-grade Intersection to Interchange or Grade Separation | \$ 62,700,000  | 14.99  | 11.12  | 7.34  | Watauga |
| 8    | H231165   | Highway              |        | Statewide Mobility | SR 1233 (Old US Hwy 421), US 321                         | SR 1233 (Old US Hwy 421)                               | N/A                            | Improve Intersection   | 10 - Improve Intersection  | \$ 5,000,000   | 23.35  | 15.40  | 11.13   | Watauga |
| 12   | H191026   | Highway              |        | Regional Impact    | NC 105   | SR 1568 (Old Shulls Mill Road)                         | J.H. Mclean Road               | Widen roadway to 3 lanes with 5 foot paved shoulders from Old Shulls Mill Road to J.H. Mclean Road.                | 1 - Widen Existing Roadway   | \$ 103,600,000 | N/A  | 35.32  | 28.03   | Watauga |
| 13   | B230735   | Bicycle & Pedestrian |        | Division Needs     | Middle Fork Greenway Section 5C                          | Payne Branch Park                                      | Goldmine Branch Park           | Construct greenway along US 321 between Payne Branch Park and Goldmine Park  | 2 - Off-Road/Separated Linear Bicycle Facility (Bicycle)             | \$ 5,040,000   | N/A  | N/A  | 19.58   | Watauga |

|    |                |                      |        |                    |                                    |                             |                                     |   |  |                |              |              |              |                |
|----|----------------|----------------------|--------|--------------------|------------------------------------|-----------------------------|-------------------------------------|---|--|----------------|--------------|--------------|--------------|----------------|
| 14 | <b>B230719</b> | Bicycle & Pedestrian |        | Division Needs     | Middle Fork Greenway Section 3A    | North of Aho Road           | Sterling Creek park                 | Construct greenway along US 321 north of Aho Road and south of Sterling Creek Park. This segment includes 2 bridges, parking area, river access, and trail and will connect to existing 2 miles of trail. | 2 - Off-Road/Separated Linear Bicycle Facility (Bicycle) | \$ 2,720,000   | <b>N/A</b>   | <b>N/A</b>   | <b>16.60</b> | <b>Watauga</b> |
|    | <b>B230668</b> | Bicycle & Pedestrian |        | Division Needs     | Middle Fork Greenway Section 1B    | South of Blue Ridge Parkway | Chestnut Ridge Parkway              | Construct greenway along US 321 south of Blue Ridge Parkway to Chestnut Ridge Parkway   | 2 - Off-Road/Separated Linear Bicycle Facility (Bicycle) | \$ 1,760,000   | <b>N/A</b>   | <b>N/A</b>   | <b>12.99</b> | <b>Watauga</b> |
|    | <b>H230682</b> | Highway              | U-5603 | Statewide Mobility | US 221 Truck, US 321 Truck, NC 105 | SR 1107 (NC 105 BYP Road)   | US 221, US 321 (Blowing Rock Blvd.) | Improve corridor by constructing median and RCI intersections. Also construct bicycle and pedestrian improvements.  | 4 - Upgrade Arterial to Signalized RCI Corridor          | \$ 190,600,000 | <b>64.90</b> | <b>40.00</b> | <b>30.20</b> | <b>Watauga</b> |

## High Country RPO 2026-2035 STIP Projects

