

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

**TUESDAY, JUNE 4, 2019  
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 21, 2019, Regular Meeting May 21, 2019, Closed Session		1
	3	APPROVAL OF THE JUNE 4, 2019, AGENDA		11
8:35	4	JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2020 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN	DR. PAUL HOLDEN	13
8:40	5	PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY	MS. BETSY RICHARDS MS. STEVIE JOHN MS. ANGIE BOITNOTTE	59
8:45	6	PROPOSED ALLOCATION OF PROJECTED FY 2020 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS	MS. ANGIE BOITNOTTE	63
8:55	7	FINANCE MATTERS A. Juvenile Crime Prevention Council (JCPC) Budget Amendment B. Budget Amendments	MS. MISTY WATSON	67 71
9:00	8	ADOPTION OF THE FISCAL YEAR 2020 BUDGET ORDINANCE	MR. DERON GEOUQUE	75
9:05	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Correction to Solar Lease B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request C. July Meeting Schedule D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	83 105 115 117 119
9:10	10	PUBLIC COMMENT		120
10:10	11	BREAK		120
10:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		120
10:30	13	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

May 21, 2019, Regular Meeting

May 21, 2019, Closed Session

**MINUTES**  
**WATAUGA COUNTY BOARD OF COMMISSIONERS**  
**TUESDAY, MAY 21, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 21, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman  
 Billy Kennedy, Vice-Chairman  
 Larry Turnbow, Commissioner  
 Charlie Wallin, Commissioner  
 Perry Yates, Commissioner  
 Anthony di Santi, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the May 7, 2019, regular meeting and closed session minutes as well as the May 8, 2019, and May 9, 2019, special meetings minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 7, 2019, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 7, 2019, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 8, 2019, special meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 9, 2019, special meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the May 21, 2019, agenda.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the May 21, 2019, agenda as presented.

VOTE: Aye-5  
Nay-0

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2020 PROPOSED BUDGET**

A public hearing was held to allow citizen comment on the County Manager's Recommended Budget for Fiscal Year 2020. The following changes to the Proposed Budget were requested by the Board at Budget Work Sessions held on May 8 and May 9:

Budget Change Summary		
General Fund		
Revenues	Expenditures	
5/9/2019	(\$10,000)	Reduce Southern Appalachian Historical Association funding from \$22,000 to \$12,000
	\$10,000	Increase General Administration Contingency
<b>net change</b>	<b>\$ 0</b>	<b>Overall Budget Increase</b>

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to call the public hearing to order at 5:38 P.M.

VOTE: Aye-5  
Nay-0

The following shared comments regarding the Recommended Budget:

Mr. Charlie Sellers, Blowing Rock Mayor  
 Mr. David Still, on behalf of Mr. David Jackson, Chamber of Commerce  
 Ms. Jennifer Herman, OASIS  
 Ms. Michelle Arit, OASIS  
 Ms. Renee Boughman, F.A.R.M. Café  
 Ms. Elena Dalton, F.A.R.M. Café  
 Mr. Carson Saylor, Southern Appalachian Historical Association  
 Ms. Tuesdae Rice, Valle Crucis School PTA  
 Mr. Mitch Mayhew, Valle Crucis Park Board  
 Mr. Henri Deschamps, Owner of Mast Farm Inn  
 Ms. Mary Reichel, Watauga County Library Board member and Appalachian Regional Library Board Member  
 Ms. Monica Caruso, Watauga County Library  
 Ms. Izzy Mitchell, Valle Crucis Student Council President  
 Ms. Mary Mast, Retired Valle Crucis School Teacher and Volunteer  
 Ms. Abigail Swanger, WAMY Community Action

Ms. Emily Greer, WAMY Community Action  
Dr. Wayne Eberle, Watauga County Schools  
Dr. Scott St. Clair, High Country Recreation  
Ms. Lisa Bottomley, Community Care Clinic  
Mr. Charlie Clement, Valle Crucis School resident  
Ms. Susan Phipps, Retired Educator  
Mr. Lyle Schoenfeldt, former owner of Mast Farm Inn  
Mr. Tom Hughes, DSS Director  
Mr. Chad Slagle, DSS Child Services Supervisor

Mr. Ron Henries, School Board Chairman, turned in a written statement.

Commissioner Yates, seconded by Commissioner Turnbow, moved to close the public hearing at 6:42 P.M.

VOTE: Aye-5  
Nay-0

No action was taken regarding the proposed budget.

Chairman Welch recessed the meeting for a break after the public hearing at 6:42 P.M.

Chairman Welch called the meeting back to order at 6:55 P.M.

### **REQUEST FOR LONG TERM CAPITAL IMPROVEMENT PLAN FUNDS**

Dr. Scott Elliott, Watauga County School Superintendent, presented a request for the release \$328,210 from the School Capital Improvement Plan (CIP) balance for Phase I design work with Clark Nexsen. The Phase I design work is for schools not being replaced and includes preliminary work for HVAC, fire alarms, plumbing, and roof replacements. The design work will allow the School system to get working numbers for the projects. Dr. Elliott stated that the request is for the release of funds not additional money.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to release the \$328,210 from the School Capital Improvement Plan (CIP) balance to pay for Phase I design work by Clark Nexsen.

VOTE: Aye-5  
Nay-0

### **EMERGENCY SERVICES MATTERS**

#### ***A. Proposed Updates to the Watauga County Emergency Operations Plan***

On behalf of Fire Marshal Mr. Taylor Marsh, who had to leave the meeting for a prior commitment, County Manager Geouque presented recent changes to the County's Emergency

Operations Plan (EOP). The County Manager stated that the changes were minor and mainly for the correction of names in key positions.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adopt the changes to the Emergency Operations Plan as presented by the County Manager.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque presented a request for out-of-state travel to Virginia for Emergency Services Director, Mr. William Holt, and Fire Marshal Marsh to visit the National Weather Service (NWS) office in Blacksburg. This is a requirement of the StormReady certification that is being pursued by North Carolina Emergency Management (NCEM). The travel is necessitated due to the County's NWS office not being located in North Carolina. The date of the meeting has not been set but will be "mid-June or early July."

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve out-of-state travel to Virginia for Mr. Holt and Mr. Marsh to visit the National Weather Service office in Blacksburg.

VOTE: Aye-5  
Nay-0

**PROPOSED AGREEMENTS FOR SOLID WASTE DISPOSAL SERVICES**

Operations Service Director, Mr. Rex Buck stated that a ninety day extension was given to GDS/Republic Services which will expire on June 30. Mr. Buck stated that he received a Memorandum of Understanding from GDS/Republic during the current meeting and presented it to the Board.

County Manager Geouque had given the Board the following information prior to the meeting:

At the March 19, 2019 Board meeting, Mr. Rex Buck, Operations Service Director, presented a contract with Eco-Safe Systems, LLC for the disposal of the County's solid waste. The rate was \$20.65 per ton which includes a 2% discount for monthly prepayment. The renewal rate from GDS/Republic Services was \$50.00 per ton for hauling and disposal and \$35.75 per ton for direct haul. Direct haul is where county collection vehicles haul directly to Foothills Landfill. Eco-Safe Systems LLC provided a rate of \$20.65 per ton with Custom Ecology, Inc. (CEI) transporting the waste for \$23.33 per ton for a combined rate of \$45.98 per ton. The contract was for three (3) years with a CPI escalator for each year after the initial one.

However, during the presentation GDS/Republic Services offered a ninety (90) day extension and a rate of \$42.00 for transportation and disposal and requested additional

negotiations. The extension and rate was accepted by the Board and direction given to staff to offer one more round of negotiations with each company.

Staff recently completed the round of negotiations with GDS/Republic Services and Eco-Safe Systems, LLC with each company requested to provide the best rate available. GDS/Republic Services was the last company staff met with on May 15<sup>th</sup>. GDS/Republic Services provided a transportation and disposal rate of \$44.51 and a direct haul rate of \$33.00. Eco-Safe Systems, LLC provided a disposal rate of \$18.69 plus the county's \$2.00 NC disposal fee. Custom Ecology, Inc. provided a transportation rate to the Blountville, TN facility of \$21.31 for a total transportation and disposal rate of \$42.00. The difference in the GDS/Republic Services transportation and disposal rate and Eco-Safe Systems, LLC and Custom Ecology, Inc. is \$2.51 per ton. The difference in the GDS/Republic Services disposal rate and Eco-Safe Systems is \$12.31 per ton. However, on May 16<sup>th</sup> and 17<sup>th</sup> GDS/Republic Services submitted additional proposals (included in the packet) for consideration.

Even with the additional proposals from GDS/Republic Services offering a one year extension of the transportation and disposal rate of \$42.00 and a direct haul rate of \$31.00; staff still recommends the Board contract with Eco-Safe Systems, LLC in the amount of \$18.69 per ton plus the county's \$2 NC disposal tax and Custom Ecology, Inc. in the amount of \$21.31 per ton (total transportation and disposal is \$42.00) for disposal of the County's solid waste at the Blountville, TN facility.

County Manager Geouque stated that, if the Board so desired, a representative from each of the three companies could be allowed to speak in regards to their bids for solid waste services.

Chairman Welch allowed each representative to present their proposal for services.

Mr. Tony Krasienko, with Republic Services, Mr. Justin Rodda, with Advanced Disposal, and Mr. David Schneider, with Custom Ecology, Inc., each spoke and answered questions from the Board on behalf of their proposals.

Chairman Welch tabled further discussion until after closed session to allow time for counsel from the County Attorney.

## **TAX MATTERS**

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

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of April 2019. The report was presented for information only and, therefore, no action was required.

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

Mr. Warren presented the Refunds and Releases Report for April 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for April 2019 as presented.

VOTE: Aye-5  
Nay-0

## **FINANCE MATTERS**

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

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
103300-343318	Grant – Western Watauga Community Center		\$30,000
104272-458000	Capital Outlay – Building and Improvements	\$30,000	

The amendment recognized the acceptance of the North Carolina Department of Natural and Cultural Resources grant for renovations and improvements to the Western Watauga Community Center. No match is required.

Commissioner Yates, seconded by Commissioner Wallin, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5  
Nay-0

### ***B. Proposed Amendments to the Audit Contract***

Ms. Watson presented an amendment to the fiscal year audit contract with Gould Killian, CPA Group, P.A. The amended amount is \$58,100 and includes two (2) major programs. Additional program testing will be assessed at \$2,650 per each program. The amendment is required due to the State Auditor's change in Medicaid testing. Ms. Watson stated that the funding for the contract is requested in the departmental budgets for Finance and Social Services.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the amended audit contract with Gould Killian, CPA Group, P.A., in the amount of \$58,100, as presented by Ms. Watson.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Boards and Commissions***

County Manager Geouque presented the following for consideration:

#### ***Economic Development Commission***

Three (3) terms on the Economic Development Commission will expire in June. Mr. Tad Dolbier has served one (1) term, is eligible for another, and would like to be reappointed. Volunteer applications were received from Ms. Savannah Garland and Mr. Dan Meyer who are also interested in serving. Each of the terms are for three (3) years with a limit of two (2) consecutive terms.

Commissioner Turnbow, seconded by Commissioner Yates, moved to waive the second reading and reappoint Mr. Tad Dolbier for his second term and appoint Ms. Savannah Garland and Mr. Daniel Meyer for first terms to the Economic Development Commission with all terms being for three year.

VOTE: Aye-5  
Nay-0

Watauga County Adult Care Home Community Advisory Committee

High Country Council of Governments' Ombudsman, Ms. Stevie John, has requested that Ms. Glenda Hodges be considered for reappointment to serve on the Watauga County Adult Care Home Community Advisory Committee. Ms. Hodges is willing to continue to serve if so appointed. This is a first reading.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Ms. Glenda Hodges to the Adult Care Home Community Advisory Committee for a three year term.

VOTE: Aye-5  
Nay-0

Watauga County Nursing Home Community Advisory Committee

Regional Ombudsman, Ms. Stevie John, has requested that Mr. Tim Racz be considered for reappointment to serve on the Watauga County Nursing Home Community Advisory Committee for a three-year term. Mr. Racz is willing to continue to serve if so appointed. This is a first reading.

Commissioner Turnbow, seconded by Commissioner Yates, moved to waive the second reading and reappoint Mr. Tim Racz to the Nursing Home Community Advisory Committee for a three year term.

VOTE: Aye-5  
Nay-0

W.A.M.Y. Community Action, Inc. Board

Ms. Kelly Cox, the Watauga County Public Representative on the W.A.M.Y. Community Action Inc., Board of Directors, has recently moved and is no longer available to serve. Ms. Melissa Soto has spoken with Commissioner Wallin who indicated he might be willing to serve. This is a first reading.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Commissioner Charlie Wallin as a public representative to the Economic Development Commission.

VOTE: Aye-5  
Nay-0

### ***B. Announcements***

County Manager Geouque announced that the Military Officers Association of America's 12th Annual Memorial Day Program will be held at Boone Mall on Monday, May 27, 2019, with the ceremony commencing at 10:30 A.M.

### **PUBLIC COMMENT**

The following were signed up to share; however, they each shared earlier in the meeting: Mr. Henri Deschamps, Mr. Lyle Schoenfeldt, Mr. Tony Krasienko, with Republic, Mr. Tom Hughes, and Mr. Chad Slagle. The following had signed up for public comment and then marked their name out: Ms. Izzy Mitchell, Ms. Mary Mast, and Ms. Jeannie Parsons-Rhymer.

### **CLOSED SESSION**

At 7:39 P.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 8:31 P.M.

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the contracts with both Eco-Safe Systems, LLC, with a disposal rate of \$18.69 plus the County's \$2.00 NC disposal fee and Custom Ecology, Inc. with a transportation rate of \$21.31 per ton to haul to the Blountville, TN facility contingent upon modifications being added at the request of the County Attorney.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adjourn the meeting at 8:36 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE JUNE 4, 2019, AGENDA**

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**AGENDA ITEM 4:**

**JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2020 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN**

**MANAGER'S COMMENTS:**

Dr. Paul Holden will present the Juvenile Crime Prevention Council (JCPC) Certification and County Plan as well as the membership roster for FY 2020.

Board approval is requested for the certification and membership.



# WATAUGA COUNTY

## FINANCE OFFICE

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

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Misty Watson, Finance Director**  
**SUBJECT: JCPC Certification, Membership, and County Plan for 2019-20**  
**DATE: May 24, 2019**

Attached please find the annual Juvenile Crime Prevention Council Certification, membership recommendations, and County Plan for the coming fiscal year. Paul Holden, Juvenile Crime Prevention Council Chairperson, will be available to answer any questions the Board may have. These documents summarize the work done for the current fiscal year and the plan for the next fiscal year.

Board approval is requested.



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2019 - 2020

County: Watauga Date: 5/10/19

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? no
If not, which positions are vacant and why?
Position are being recruited

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? yes
B. Bylaws are [ ] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. yes
D. Does the JCPC have written policies and procedures for funding and review?
E. These policies and procedures [ ] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? yes
JCPC has: [X] Chair; [X] Vice-Chair; [ ] Secretary; [X] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? yes
C. Does the JCPC meet bi-monthly at a minimum? yes
D. Are minutes taken at all official meetings? yes
E. Are minutes distributed prior to or during subsequent meetings? yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? yes

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) \_\_\_\_\_ yes \_\_\_\_\_
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? \_\_\_\_\_ yes \_\_\_\_\_

**STANDARD #6 – No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? \_\_\_\_\_ yes \_\_\_\_\_

Briefly outline the plan for correcting any areas of standards non-compliance.

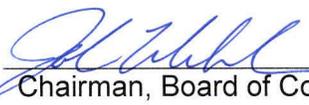
Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2019.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	
<b>Local</b>	_____ 1,000 _____
<b>Other</b>	_____
<b>Total</b>	_____ 1,000 _____


\_\_\_\_\_ 5-23-19 \_\_\_\_\_  
 JCPC Chairperson Date


\_\_\_\_\_ 5/23/19 \_\_\_\_\_  
 Chairman, Board of County Commissioners Date

\_\_\_\_\_  
 DPS Designated Official Date

**Juvenile Crime Prevention Council Certification (cont'd)**

Watauga

County

FY 2019-2020

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Paul Holden	Student Ser. Dir.	<input checked="" type="checkbox"/>	W	M
2) Chief of Police	Kat Eller	Detective	<input checked="" type="checkbox"/>	W	F
3) Local Sheriff or designee			<input type="checkbox"/>		
4) District Attorney or designee			<input type="checkbox"/>		
5) Chief Court Counselor or designee	Lisa Garland	Chief Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Stephanie Jessup	Vaya Health Care Coordinator	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee			<input type="checkbox"/>		
8) County Manager or designee	Misty Watson	Finance Director	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Murray Hawkinson	Daymark Recovery Serv.		W	M
10) Member of Faith Community	Chris Hughes	Salvation Ministries		W	M
11) County Commissioner	John Welch	County Commissioner		W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)	Caroline Hoover	WHS Student		W	F
	Galen Miller	WHS Student		W	M
13) Juvenile Defense Attorney	Josh Teague	Attorney		W	M
14) Chief District Judge or designee	Hal Harrison	District Judge	<input type="checkbox"/>	W	M
15) Member of Business Community					
16) Local Health Director or designee			<input type="checkbox"/>		
17) Rep. United Way/other non-profit					
18) Representative/Parks and Rec.	Stephen Poulos	Director, P&R		W	M
19) County Commissioner appointee	Joan Hearn	Guardian Ad Litem		W	F
20) County Commissioner appointee	Mechelle Miller	Field Specialist		W	F
21) County Commissioner appointee	Judy Winecoff	Youth Services Librarian		W	F
22) County Commissioner appointee					
23) County Commissioner appointee					
24) County Commissioner appointee					
25) County Commissioner appointee					

SECTION VI

**JCPC Certification Budget Pages**  
**County Juvenile Crime Prevention Council**

Program: \_\_\_\_\_

Fiscal Year	2019-2020		Number of months	
	Cash	In-Kind	Total	
<b>I. Personnel Services</b>				
120 Salaries & Wages	_____	_____	_____	
180 Fringe Benefits	_____	_____	_____	
190 Professional Services	_____	_____	_____	
<b>II. Supplies &amp; Materials</b>				
	\$380		\$380	
210 Household & Cleaning	_____	_____	_____	
220 Food & Provisions	\$250	_____	\$250	
230 Education & Medical	_____	_____	_____	
240 Construction & Repair	_____	_____	_____	
250 Vehicle Supplies & Materials	_____	_____	_____	
260 Office Supplies & Materials	\$130	_____	\$130	
280 Heating & Utility Supplies	_____	_____	_____	
290 Other Supplies & Materials	_____	_____	_____	
<b>III. Current Obligations &amp; Services</b>				
	\$620		\$620	
310 Travel & Transportation	_____	_____	_____	
320 Communications	_____	_____	_____	
330 Utilities	_____	_____	_____	
340 Printing & Binding	_____	_____	_____	
350 Repairs & Maintenance	_____	_____	_____	
370 Advertising	\$120	_____	\$120	
380 Data Processing	_____	_____	_____	
390 Other Services	\$500	_____	\$500	
<b>IV. Fixed Charges &amp; Other Expenses</b>				
410 Rental of Real Property	_____	_____	_____	
430 Equipment Rental	_____	_____	_____	
440 Services & Maint. Contracts	_____	_____	_____	
450 Insurance & Bonding	_____	_____	_____	
490 Other Fixed Charges	_____	_____	_____	
<b>V. Capital Outlay</b>				
510 Office Furniture & Equipment	_____	_____	_____	
530 Educational Equipment	_____	_____	_____	
540 Motor Vehicle	_____	_____	_____	
550 Other Equipment	_____	_____	_____	
580 Buildings, Structures & Improv.	_____	_____	_____	
<b>Total</b>	\$1,000		\$1,000	



**Watauga County Juvenile Crime Prevention Council  
Request for Proposals**

**\$114,285**

Anticipated County Allocation

**30%**

Required Local Match Rate

**January 30, 2019**

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2018-2019 beginning on, or after, July 1, 2018. The use of these funds in this county requires a local match in the amount specified above.

**The JCPC will consider proposals for the following needed programs:**

Parent Educaton & Skill Building	Mediation	
Interpersonal Skill Building	Restitution/Community Service	Home Based Family Counseling
Experiential Skill	Tutoring/Academic Enhancement	Temporary Shelter
		Substance Abuse Treatment

**Proposed program services should target the following risk factors for delinquency or repeat delinquency:**

Substance Use/Abuse  
School Behavior Problems  
Relationships with Peers  
Parental Supervision

**Programs should address one or more of the following concerns as reported in the Needs Assessments for adjudicated youth:**

Peer Domain:	Peer Relationships	
Individual Domain:	Substance Use	Abuse/Neglect History
	Mental Health Needs	
Family Domain:	Family Supervision Skills	Conflict in the home
	Family Substance Abuse	Family Criminality
School Domain:	School Behavior Problems	

**Applicants are being sought that are able to address items below:**

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals, if applicable.

Local public agencies, 501(c)(3) non-profit corporations, and local housing authorities are invited to submit applications to provide services addressing the above elements.

Dr. Paul Holden

at

828-264-7190

JCPC Chairperson or Designee

Telephone #

**In order to apply for FY 2018-2019 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:**

**<https://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-Information>**

**After submitting the application electronically, print and submit hard copies as indicated below. Private non-profits are also required to upload No Over Due Tax form, Agency's Conflict of Interest Policy, and DPS Conflict of Interest Statements, and upon request, proof of 501(c)(3) status.**

**NOTE:** For further information, or technical assistance about applying for JCPC funds in this county, contact your Area Consultant, Linda Graney at 828-296-4743.

Deadline for Application is: March 8, 2019 by 4:00 P.M.

Mail or deliver applications to: Watauga County Finance Office  
814 West King St, Suite 216  
Boone, NC 28607      New applicants should contact Watauga County Finance Office.

Number of original copies to submit: 1      Telephone: 828-265-8007

## Becky Ballew

---

**From:** Becky Ballew  
**Sent:** Friday, January 25, 2019 1:04 PM  
**To:** 'Kopk@wataugaschools.org'; Becky Ballew; 'Brandi Deyton'; 'Candis Walker'; 'Charlene Leonard'; 'Chris Hughes'; 'Christian Hughes'; 'Corinne Giles'; 'Danny Biddix'; 'Denise Presnell'; 'Graney, Linda'; 'Heather Canipe'; 'Jennifer Warren'; 'Jessi Shehan'; 'Joan Hearn'; 'John Troy Autry'; 'John Welch'; 'Josh Johnson'; 'Josh Teague'; 'Judge Harrison'; 'Judith Winecoff'; 'Karen Brown'; 'Kat Eller'; 'Lisa Garland'; 'Lori Gerber'; 'Mandy Smith'; 'Marisa Cornell'; 'Mechelle Miller'; 'Meghan Wills'; 'Misty Watson'; 'Murray Hawkinson'; 'Nicole Fynn'; 'Paul Holden'; 'Stephen Poulos'; 'Valerie Fitch'; 'Veronica Timbers'; 'Zack Green'  
**Subject:** 2019-2020 RFP  
**Attachments:** JCPC RFP 2019-20.xls; PSA for JCPC RFP process.doc

Please see the attached RFP and Public Service Announcement for fiscal year 2019-2020 program funding applications. The ad is scheduled to appear in the Watauga Democrat Wednesday, January 30<sup>th</sup> edition. The Public Service Announcement should appear in various local media.

Please share this information with programs that might meet our needs so they may consider submitting a proposal.

**Becky Ballew**  
**Watauga County Finance Department**  
**814 West King Street, Suite 216**  
**Boone, NC 28607**  
**ph: (828) 265-8008**  
**fax: (828) 265-8006**  
[becky.ballew@watgov.org](mailto:becky.ballew@watgov.org)



The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount of \$114,285 to fund programs to serve delinquent and at-risk youth for the state **fiscal year 2019-2020** beginning on, or after, **July 1, 2019**. The use of these funds requires a local match of 30%. Please see the Watauga County website at [www.wataugacounty.org](http://www.wataugacounty.org) for further details on the application process. Deadline for applications is March 8, 2019 at 4:00 PM.

**MOUNTAIN TIMES**  
 PUBLICATIONS  
 P.O. BOX 1815  
 BOONE NC 28607  
 (828) 264-6397

Fax(828) 262-0282

Advertising Memo Bill

1  Memo Bill Period 02/2019		2  Advertiser/Client Name WATAUGA CO FINANCE	
23  Total Amount Due 109.76		*Unapplied Amount	3  Terms of Payment
21  Current Net Amount Due .00	22  30 Days .00	60 Days .00	Over 90 Days .00
4  Page Number 1	5  Memo Bill Date 02/08/19	6  Billed Account Number 106000	7  Advertiser/Client Number 106000

8  Billed Account Name and Address WATAUGA CO FINANCE 814 WEST KING STREET, SUITE 216 BOONE NC 28607		Amount Paid:  Comments:  Ad #: 1997522	
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Please Return Upper Portion With Payment

10  Date	11  Newspaper Reference	12 13 14  Description-Other Comments/Charges	15  SAU Size 16  Billed Units	17  Times Run 18  Rate	19  Gross Amount	20  Net Amount
01/30/19	1997522 LG12	THE JUVENILE CRIME PRE 01/30 HCWD	1X 2.97 3.00	1 36.59	109.76	109.76

AFFIDAVIT  
ATTACHED

Salesperson: HOUSE

**Statement of Account - Aging of Past Due Amounts**

21  Current Net Amount Due	22  30 Days	60 Days	Over 90 Days	*Unapplied Amount	23  Total Amount Due
0.00	0.00	0.00	0.00		109.76

**MOUNTAIN TIMES**  
 (828) 264-6397

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24  Invoice 1997522	25  Billing Period 02/2019		Advertiser Information		
4  Billed Account Number 106000	6  Advertiser/Client Number 106000	7  Advertiser/Client Name WATAUGA CO FINANCE			

**AFFIDAVIT OF PUBLICATION**

**NORTH CAROLINA-WATAUGA COUNTY**

Acct. Name:

WATAUGA CO FINANCE

Acct. # 106000

COST OF PUBLICATION

Total \$109.76

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by the law to administer oaths, personally appeared:

Jackson M. Cook

Who being first duly sworn, deposes and says: that he (she) is

**REPRESENTATIVE**

of a newspaper known as THE WATAUGA DEMOCRAT, published and entered as second class mail in City of Boone, in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice of other legal advertisement, a true copy of which is attached hereto, was published in THE WATAUGA DEMOCRAT the following dates :

THE JUVENILE CRIME PREVEN

01/30/2019

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount of \$114,285 to fund programs to serve delinquent and at-risk youth for the state fiscal year 2019-2020 beginning on or after July 1, 2019. The use of these funds requires a local match of 30%. Please see the Watauga County website at www.watauga-county.org for further details on the application process. Deadline for applications is March 8, 2019 at 4:00 P.M.

and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section I-597 of the General Statutes of North Carolina.

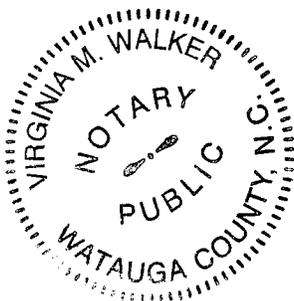
This 7th day of February, 2019

Jackson M. Cook

Sworn to and subscribed before me, this 7th day of February, 2019

Virginia M. Walker

Notary Public Virginia M. Walker



My Commission Expires:

July 25, 2021

# **Juvenile Crime Prevention Council County Plan**

## **Watauga County**

### **For FY 2019-2020**

#### **Table of Contents**

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs Program Enhancement Plan (PEP). (Add brief program description for any program without a PEP)
- VIII. Addendum: Raise the Age Priorities

I.

Review years

## **Executive Summary**

The Watauga County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan for FY 2019-2020.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Watauga County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency Watauga County.

1. Parent Education and Skill Building
2. Interpersonal Skill Building and an Interpersonal Skills program that specifically delivers Moral Reconciliation Therapy (MRT)
3. Tutoring and Academic Enhancement
4. Experiential Skills
5. Mediation
6. Community Service/Restitution
7. Home-based Family Counseling, specific to the undocumented and “underinsured youth
8. Substance Abuse Treatment
9. Temporary Shelter Care
10. Expanding Services for Vocational Skills to serve 16-17 year olds
11. Expansion of Community Service/Restitution to serve 16-17 year olds

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on a quarterly basis

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety Funds to the following Programs in the amounts specified below for FY 2019-2020 (*See JCPC Funding Allocations page*) :

1. Juvenile Mediation \$9,833
2. Project Challenge \$43,542

Review years

3. Youth Resource Center \$43,250
4. Crossnore School \$8,827
5. Teen Leadership Development \$7,833

The JCPC further recommends that the following amount be allocated from the NC DPS funds for the administrative costs of the Council for FY 2019-2020:

\$ 1,000

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the Commissioners of Watauga County:

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the NC Department of Public Safety:

Respectfully Submitted,



Paul Holden  
Chair, Watauga County Juvenile Crime Prevention Council

Date: 5-23-19

## II.

## Watauga County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 114,285 Local Match: \$ 33,986 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$1,000						\$1,000	
2	Crossnore School	\$8,827	\$2,648					\$11,475	23%
3	Juvenile Mediation	\$9,833	\$2,950					\$12,783	23%
4	Project Challenge	\$43,542	\$13,063					\$56,605	23%
5	Teen Leadership Development	\$7,833	\$2,350					\$10,183	23%
6	Youth Resource Center	\$43,250	\$12,975					\$56,225	23%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$114,285</b>	<b>\$33,986</b>					<b>\$148,271</b>	<b>23%</b>

The above plan was derived through a planning process by the Watauga County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2019-2020

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type  initial plan  update  final

-----DPS Use Only-----

Reviewed by _____	_____	_____
Area Consultant		Date
Reviewed by _____	_____	_____
Program Assistant		Date
Verified by _____	_____	_____
Designated State Office Staff		Date

  
 \_\_\_\_\_ 5-23-19  
 Chairperson, Juvenile Crime Prevention Council (Date)

  
 \_\_\_\_\_ 5/23/19  
 Chairperson, Board of County Commissioners (Date)  
 or County Finance Officer

# III.

## Juvenile Crime Prevention Council Organization

	Name	Organization	Title
<b>Chairperson</b>	Paul Holden	Watauga County Schools	Student Services Director
<b>Vice-Chairperson</b>	Stephen Poulos	Watauga County Parks and Recreation	Director
<b>Secretary</b>			
<b>Treasurer</b>	Misty Watson	Watauga County Finance	Director
<b>Assessment Committee Chairperson</b>	Mechelle Miller	NCDPS	Court Counselor
<b>Funding Committee Chairperson</b>	Misty Watson	Watauga County Finance	Director

Number of members:

17

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
8-23-18	11	Yes
9-27-18	11	Yes
10-18-18	10	Yes
12-13-18	0	Cancelled
1-24-19	11	Yes
2-28-19	12	Yes
3-28-19	9	Yes
4-25-19	0	Cancelled
5-23-19	13	Yes

# IV.

## SUMMARY REPORT OF THE WATAUGA COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Risk Assessment Summary
- II. Needs Assessment Summary
- III. Resource Assessment Summary
- IV. Summary of Gaps and Barriers in the Continuum of Services
- V. Proposed Priority Services for Funding

### Part I. Risk Assessment Summary

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred but prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior, and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

#### Overall Risk Observations

- Risk Level 4 for 2017-18 is elevated at 42%, higher than any other risk level and higher than the State at 33%. While those at Risk Level 5 did decrease for Watauga over the past year from 22% to 17%, the combination of those in the highest two risk categories actually rose over the past year, from 56% to 59%, which compares to the State figure of 48% for the same combination over each of the two past years.

#### Watauga County Risk Factor Observations: FY 2017-2018

- R6 Substance Use/Abuse – Substance abuse has remained above the State average over the previous four years: 20%, 31%, 20% and 25%. State levels over the same period were between 11-12%.
- R7 School Behavior Problems – Watauga remains high in the serious category of school behavior problems with 40%, 43%, 43% and 50% over the 4 year period, while the State ranged from 46-50%. Additionally, the observed Watauga trend for Serious Problems is rising over the 4-year period, more sharply than for the State.
- R8 Relationship with Peers – Youth who lack pro-social peers and sometimes associate with delinquent peers remained high over the four-year period: 45% in 2014-15, 51% in 2015-16, 59% in 2016-17 and 65% in 2017-18. This has trended upwards with an increase of 20% since 2014-15.
- R9 Parental Supervision – The number of parents willing but unable to supervise while decreasing is still significantly higher than the State figure of 16% in 2017-18.

Percentages for Watauga were 49%, 51%, 48% and 39% respectively over the previous four years.

## **Part II. Needs Assessment Summary**

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to disposition in court. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent on information reported by the juvenile or the parent(s). For these items (*represented by percentages with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior, and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

### **Overall Needs Observations**

- The percentage of youth with medium needs in Watauga is higher than for the State, and consistently has been higher. In 2017-18 Watauga's medium needs percentage was 56% versus the State's 34%. In the high needs category Watauga has decreased from 15% in 2016-17 to 8% in 2017-18, versus 5% for the State both years.

### **Watauga County Elevated Needs Observations: FY 2017-2018**

- Y1 Peer Relationships – The percentage of youth showing some association with Delinquent Peers has risen sharply over the 4 year period (20%, 30%, 32%, and 42%). Youth rejected by Positive Peers remained high over a four-year period compared to the State, ranging from 22%-25% versus 14%-15% for the State. Association with Positive Peers has been substantially lower in Watauga than for the State overall the past 3 years, with Watauga ranging from 16%-25% versus 33%-36% for the State.
- Y2 School Behavior – Serious school behavior problems has risen from 32% in 2014-15 to 50% in 2017-18. This mirrors the State rise over the same period from 37% in 2014-15 to 50% in 2017-18.
- Y4 Substance Abuse – Youth needing substance abuse treatment has ranged from 15%-27% over the four-year period – showing an undesirable trend – compared to the State average of 11%-14%.
- Y6 Abuse/Neglect History – The percentage of youth with a history of abuse was consistently higher than the State. Watauga ranged from 43%-54% over the four-year period versus the State range of 19%-23%. An encouraging finding was that the vast majority of those facing abuse had some support: in Watauga 37%-42% with support versus 3%-15% without.

- Y8 Mental Health Needs – Youth with unmet mental health problems has risen sharply in Watauga over the 4 year period (46%, 54%, 71%, and 79% consecutively) while the State average was 34% and very consistent (ranging only from 33%-35%).
- F1 Conflict in the Home – The rate of youth experiencing conflict in the home has risen over the period and consistently has been higher than for the State over the last four years (33%, 28%, 37%, and 40%). The State showed 19%, 21%, 21% and 20% over the same four-year period.
- F2 Family Supervision Skills – The percentage of families with marginal supervision skills over the past four years was 73%, 69%, 63% and 69%, compared to the State at 49%-53% over the same period.
- F4 Family Substance Abuse – Family substance abuse over a four-year period in Watauga ranged from 25%-33%, compared to the State average of 11%.
- F5 Family Criminality – The percentage of families with a criminal history has risen steadily over the four-year period (33%, 45%, 46% and 48%), and generally has outpaced the State. The State also rose over the period (33%, 37%, 40%, and 39%).

### **Part III. Resource Assessment Summary**

See attached Continuum of Services.

### **Part IV. Summary of Gaps and Barriers in the Continuum of Services**

Community Day Programming: An elementary day treatment program is available. Serious discussions are taking place for the development of day treatment services for the middle and high school.

Transportation in the County is still a need for accessing resources.

The County underutilizes mediation services.

Undocumented youth and families lack access to State-funded mental health or substance abuse treatment, and good alternatives are limited.

Enhanced mental health services are not available to youth who lack either Medicaid or Health Choice coverage or are undocumented. VAYA does not fund either Day Treatment or Intensive In-Home in this situation. Court involved youth do have access to Functional Family Therapy (FFT) through AMI Kids.

A resource to help divorced or separated parents with co-parenting is a need. Improved access to in-home services may help.

Pro-social resources and afterschool activities are needed in the community. Transportation is also needed to access such resources. A Community Recreation center is being constructed and services are being planned. Anticipated time for opening is the spring of 2020.

Language is seen as a barrier to using resources. Additional Hispanic and language resources are needed, including support groups for Hispanic parents and children. There has been improvement in this area, but still a gap.

Enhanced education on the prevention of substance abuse is needed for the high school.

Vaping is prevalent at the high school and seen as a problem. No services currently exist to help counter this.

Generally, access to mental health services is available, however, getting youth/parents to come to the services is a problem. School-based therapy (SBT) through Daymark addresses this usefully, but more is always needed.

There is a need to find better/more ways to communicate among schools and other service providers to coordinate services for youth and their families, particularly since the existence of multiple needs across various areas is a common issue for our youth served.

#### **Part V. Proposed Priority Services for Funding**

The Committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with the services currently available in the community. Services which are currently available in the community and sufficiently meet the needs of court-involved youth (or those youth at risk for court involvement) are not considered a priority for JCPC funding.

**The JCPC proposes that the following services be approved as funding priorities for FY 2019-2020:**

- Parent Education & Skill Building
- Interpersonal Skill Building and an Interpersonal Skills program that specifically delivers Moral Reconciliation Therapy (MRT)
- Tutoring and Academic Enhancement
- Experiential Skills
- Mediation
- Community Service/Restitution
- Home-based Family Counseling specific to undocumented and “underinsured” youth
- Substance Abuse Treatment
- Temporary Shelter Care

**Services needed for expanding to serve 16-17 year olds:**

- Vocational Skills
- Expansion of Community Service/Restitution

**Watauga County III. Continuum of Services - At a Glance**

**Instructions: Adjust arrows to cover target populations**

- 1) JCPC funded
- 2) Available in Community
- 3) Needed - not available
- 4) Available-difficult to access
- 5) Services need to be expanded

**Comprehensive Strategy**

*Prevention*

*Graduated Sanctions*

**Target Populations**

Program Services & Structures Categories	Programs	All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I / Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level III Youth	Post Release Youth
<b>Structured Activities</b>	WYN-Youth Resource Center		1					
	WYN - Summer Program		1					
	Mountain Alliance		1					
	WYN Mentoring		1					
	NC Works		1					
	Daymark Individual Placement Support (IPS), mainly adults		1					
	Youth Villages-Lifeset, Independent Living Skills		1					
	DARE		1					
	Junior ROTC		1					
	Boy Scouts/Girl Scouts		1					
	4-H		1					
	Church Youth Groups		1					
	Police Explorer program		1					
	Upward Bound		1					
	Parks and Recreation programming		1					
	Teen Center/Rec Center-Coming in spring 2020		1					
	Gear Up, schools-tutoring and mentoring		3					
	Drug prevention programs		5					
Parenting Programs-Love and Logic & STEP		1						
Triple P Parenting - Levels 2 and 3		1						
Triple P Parenting - Levels 4 and 5		1						
Parenting resources and support		5						
<b>Restorative Services</b>	Mediation		1					
	Project Challenge		1					
<b>Community Day Programming</b>	Structured Day Program for grades 6-12		1					
	Alternative Learning Program (ALP)		1					
	Day Treatment (K-5)-must meet mental health criteria		4					
<b>Assessments</b>	Daymark Recovery Services and Other Private Providers, Youth Villages		1					
	Western Area Multipurpose, Crisis, & Assessment Ctr.		1					
<b>Clinical Treatment</b>	Counseling Services -Mental Health & Private		1					
	Substance Abuse Treatment-Mental Health		1					
	Sex Offender Services - Children's Hope Alliance		1					
	Adolescent DBT(Dialectical Behavioral Therapy)		1					
	Not currently available, planned and coming soon		3					
	Parent Groups (Parents of kids in therapy) - psycho-educational		1					
	Behavioral Healthcare Counseling		1					
	Enhanced mental Health services for undocumented youth		5					
	Pregnancy Care Management		1					
	AMI Kids - Functional Family Therapy		1					
	Youth Villages-Intercept, in-home counseling		1					
	Mobile Crisis		1					
	ASC		1					
<b>Residential</b>	Intensive In Home Services		1					
	MST Multi Systemic Therapy		1					
	Children's Hope Alliance		1					
	Eckerd Youth Alternatives		1					
	Independent Living program-need services closer to Watauga		5					
	Inpatient Substance Abuse Program		4					
	TASK-Children's Hope Alliance		1					
	Crossnore		1					
	Western Area Multipurpose, Crisis, & Assessment Ctr.		1					
	Grandfather Home-Children's Hope Alliance		1					
	Caiyalynn Burrell Crisis Center		1					
	Eliada Assessment Center		1					
	Therapeutic Foster & Respite Care		4					
WestCare Residential Service for Girls-distance barrier		4						

**Watauga County**

060419 BCC Meeting

	<b>JCPC Continuum of Services</b>	<b>Currently Funded JCPC Services</b>	<b>JJTC Continuum of Services</b>	<b>JJTC Services Currently Available</b>
Structured Activities	Mentoring			
	Parent/Family Skills		Parent Education (Love and Logic)	Yes, available
	Interpersonal Skills			
	Experiential Skills			
	Tutoring/Academic Enhancement	Youth Resource Center		
	Vocational Skills			
Restorative Services	Mediation	Juvenile Mediation		
	Restitution/Community Service	Project Challenge	assumes JCPC as partner to fund community service	Project Challenge
	Teen Court			
Community Day Program	Structured Day			
Assessment	Psychological Assessment		Assessments/Psychologicals	Yes, available
Clinical Treatment	Counseling		Family/Individual Therapy, Multi-Family Group	Yes, available
	Home Based Family Counseling		Intensive In-Home, MST*	Yes, available
	Crisis Counseling		Crisis Counseling, Targeted Case Management	Yes, available
	Substance Abuse Treatment		Substance Abuse Treatment**	Yes, available
	Sex Offender Treatment		Sex Offender Treatment**	Yes, available
Residential Programs	Group Home	Barium Springs		
	Temporary Shelter Care	Barium Springs		
	Runaway Shelter			
	Specialized Foster Care		Therapeutic Foster Care	Not available. Barium Springs does not provide this service
	Temporary Foster Care			

\* =Where available    \*\* =May be provided through a partner like SAMHJJ Partnership or other JCPC funded program

## Watauga JCPC DPS Fundable Program Types

	JCPC Continuum of Services	18-19 Priority	2019-20 Priorities	2019-20 Priorities for 16-17 year olds
Structured Activities	Mentoring			
	Parent/Family Skills	x	x	
	Interpersonal Skills	x	x	
	Experiential Skills	x	x	
	Tutoring/Academic Enhancement	x	x	
	Vocational Skills			x
Restorative Services	Mediation	x	x	
	Restitution/Community Service	x	x	Needs to be expanded
	Teen Court			
Community Day Program	Structured Day			
Assessment	Psychological Assessment			
Clinical Treatment	Counseling			
	Home Based Family Counseling	x	x	
	Crisis Counseling			
	Substance Abuse Treatment		x	
	Sex Offender Treatment			
Residential Programs	Group Home			
	Temporary Shelter Care	x	x	
	Runaway Shelter			
	Specialized Foster Care			
	Temporary Foster Care			

V.

**Watauga County Juvenile Crime Prevention Council  
Request for Proposals**

**\$114,285**

Anticipated County Allocation

**30%**

Required Local Match Rate

**January 30, 2019**

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2018-2019 beginning on, or after, July 1, 2018. The use of these funds in this county requires a local match in the amount specified above.

**The JCPC will consider proposals for the following needed programs:**

Parent Educaton & Skill Building	Mediation	
Interpersonal Skill Building	Restitution/Community Service	Home Based Family Counseling
Experiential Skill	Tutoring/Academic Enhancement	Temporary Shelter
		Substance Abuse Treatment

**Proposed program services should target the following risk factors for delinquency or repeat delinquency:**

Substance Use/Abuse  
School Behavior Problems  
Relationships with Peers  
Parental Supervision

**Programs should address one or more of the following concerns as reported in the Needs Assessments for adjudicated youth:**

Peer Domain:	Peer Relationships	
Individual Domain:	Substance Use	Abuse/Neglect History
	Mental Health Needs	
Family Domain:	Family Supervision Skills	Conflict in the home
	Family Substance Abuse	Family Criminality
School Domain:	School Behavior Problems	

**Applicants are being sought that are able to address items below:**

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals, if applicable.

**Local public agencies, 501(c)(3) non-profit corporations, and local housing authorities are invited to submit applications to provide services addressing the above elements.**

Dr. Paul Holden

at

828-264-7190

JCPC Chairperson or Designee

Telephone #

**In order to apply for FY 2018-2019 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:**

**<https://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-information>**

**After submitting the application electronically, print and submit hard copies as indicated below. Private non-profits are also required to upload No Over Due Tax form, Agency's Conflict of Interest Policy, and DPS Conflict of Interest Statements, and upon request, proof of 501(c)(3) status.**

**NOTE:** For further information, or technical assistance about applying for JCPC funds in this county, contact your Area Consultant, Linda Graney at 828-296-4743.

Deadline for Application is: March 8, 2019 by 4:00 P.M.

Mail or deliver Watauga County Finance Office

applications to: 814 West King St, Suite 216

Boone, NC 28607

New applicants should contact Watauga County Finance Office.

Number of original copies to submit: 1

Telephone: 828-265-8007

# VI.

## Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Juvenile Mediation	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Teaches and models conflict resolution skills <input checked="" type="checkbox"/> Other Ability to address any subject matter of concern <input type="checkbox"/> Would increase funding to this service if funds were available
Project Challenge	<input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Teaches and models social skills <input checked="" type="checkbox"/> Other Teaches pride in community and giving <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Crossnore School	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
Youth Resource Center	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Teaches and models social and academic skills <input checked="" type="checkbox"/> Other Provides afterschool care/supervision for middle school students <input type="checkbox"/> Would increase funding to this service if funds were available
Teen Leadership Development & Support Program	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Teaches & models social and academic skills <input checked="" type="checkbox"/> Other Offers afterschool options for older students <input type="checkbox"/> Would increase funding to this service if funds were available
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### Juvenile Crime Prevention Council Funding Decisions Summary

	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
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Program Not Funded	Reason for Not Funding (Check all that apply)
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
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	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other

# VII.

## Program Enhancement Plan (PEP)

<b>Program/Component:</b>	Juvenile Mediation - Mediation & Restorative Justice Center
<b>Brief Description:</b>	The program provides mediation to juveniles to prevent violence and other negative outcomes by resolving conflicts with juveniles, personnel, victims, parents and others. During mediation, the mediator guides communication, clarifies and defines issues, solutions, and develops agreements that are acceptable to everyone. The terms of the agreements hold youth accountable, decreases harm to victims, as well as provide strategies for preventing future problems.

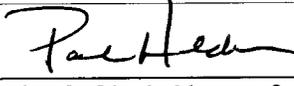
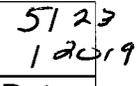
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery		Staff Training	Enhance the protocol manual by expanding step-by-step instructions for mediators.	Program Manager and staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
<b>Total SPEP Score</b>	0				
<b>POP</b>					

This Plan is approved by: *Marilyn Ornell* 1/15/19 *Patricia* 5-23-19  
 Program Manager Signature Date JCPC Chair Signature Date

## Program Enhancement Plan 2018-2019

Program:	YRC Summer Camp (Western Youth Network)				
Brief Description:	WYN provides a 6-week experiential summer day camp for rising 5th-9th graders in Watauga County. Participants may take part in hiking, kayaking, caving, biking, and other challenging tasks that help improve their self-esteem and confidence, and assist them with interpersonal skills. Transportation is provided, and at-risk and court-involved youth have opportunities to interact with pro-social peers as well as our staff for 10 hours per day, 4 days per week for 5 weeks.				
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe Progress made
Primary Service Supplemental Services	15				
Quality of Service Delivery	15	To continue creating a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> <li>• Have Linda re-evaluate Quality of Service Score in new year</li> <li>• Finalize Operational Binder</li> </ul>	Heather Canipe	
Amount of Service: Duration and Contact Hours	16	To increase duration by becoming more trauma informed	<ul style="list-style-type: none"> <li>• Staff members are trained in ACES, Flipping the Lid, resiliency, and building deep relationships with students and their families</li> </ul>	Heather Canipe	
Risk Level of Youth	5				
Total	S: 51	POP: 60%			

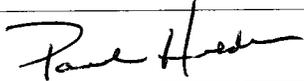
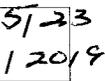
Program Enhancement Plan 2018-2019

This Plan is approved by:				
	Program Manager Name & Signature	Date	JCPC Chair Name & Signature	Date

## Program Enhancement Plan 2018-2019

Program:	Youth Resource Center (Western Youth Network)				
Brief Description:	Western Youth Network's Youth Resource Center (YRC) is a Tutoring/Academic Enhancement Program for adjudicated and/or high-risk middle school youth in Watauga County. The program operates from 2:30-6 p.m., Monday-Friday throughout the school year. YRC staff provide daily transportation for participants, interpersonal skill building, interaction with pro-social peers, and exposure to substance abuse prevention evidence-based curricula.				
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe Progress made
Primary Service Supplemental Services	15				
Quality of Service Delivery	15	To continue creating a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> <li>Have Linda re-evaluate Quality of Service Score in new year</li> <li>Finalize Operational Binder</li> </ul>	Heather Canipe	
Amount of Service: Duration and Contact Hours	16	To increase duration by becoming more trauma informed	<ul style="list-style-type: none"> <li>Staff members are trained in ACES, Flipping the Lid, resiliency, and building deep relationships with students and their families</li> </ul>	Heather Canipe	
Risk Level of Youth	5				
Total	S: 56	POP: 66%			

Program Enhancement Plan 2018-2019

This Plan is approved by:				
	Program Manager Name & Signature	Date	JCPC Chair Name & Signature	Date

### Program Enhancement Plan (PEP)

**Program/Component:** Crossnore Watauga Temporary Shelter/ Mixed Counseling-Behavioral Contracting/Management

**Brief Description:** We provide 90 days of temporary shelter in a residential setting. This includes 24 hour care and supervision of juveniles by Cottage Parents and Case Managers, enrollment at our on campus charter school, weekly individual therapy and group counseling, and access to religious and recreational opportunities.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report : Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	0				
Quality of Service Delivery	15	Program evaluation, monitoring and Corrective action- Staff Retention- Staff Training	Create a corrective action protocol to be used after each JCPC monitoring - Weekly support meetings for Cottage parents and monthly team building opportunities for all residential staff- Training in Safety Care crisis interventions for all CS&CH staff	Crossnore School and Children's Home staff	
Amount of Service: Duration and Contact Hours	0				
Risk Level of Youth	0				
<b>Total SPEP Score</b>	<b>15</b>				
<b>POP</b>					

This Plan is approved by: *Almond* 5/23/19 *PaerHeld* 5-24-19

Program Manager Signature                      Date                      JCPC Chair Signature                      Date

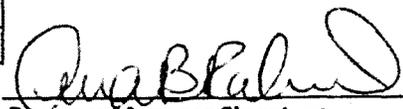
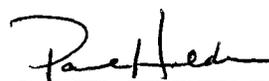
### Program Enhancement Plan (PEP)

**Program/Component:** Project Challenge-Watauga

**Brief Description:** Project Challenge is a dispositional option to juvenile court allowing participants to repay or give back to their community as part of their probation requirements. Participants are given the opportunity to fulfill their obligation to the courts by completing community service and provide victims repayment of monetary loss.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service	10				
Qualifying Supplemental Service	5				
Quality of Service Delivery	17		1-Protocol Manual needs to include a dailey flow and client flow of activities. 2-Staff training individualized training plan for positions. 3-Program Evaluation, Monitoring and Corrective Action - Needs description on how to improve or inform staff.	1-2-3 Project Challenge Program Manager	1-Added summary to Program Manual. 2-Added summary to Program Manual. 3-Added summary to Program Manual. Staff has been instructed and trained on all three topics.
Amount of Service: Duration and Contact Hours	10	Improve % of juvenile receiving optimal duration	1. Schedule participants for 12 weeks in all possible cases adhering to frequency requirements in JCPC policy. 2. Communicate change and rationale to referral sources, clients, and families	1. Project Challenge Program Coordinator 2. Project Challenge Program Coordinator	1-Continue monitoring that length of stay extends the 12 weeks and frequency requirements are met. 2-Continue open communication with all involved.
Risk Level of Youth	25				
<b>Total SPEP Score</b>	<b>67</b>				
<b>POP</b>	<b>84%</b>				

This Plan is approved by:


4/9/19


Program Manager Signature

Date

JCPC Chair Signature

5-23-19  
Date

**PROGRAM:** Mountain Alliance - Teen Leadership Development Program

**BRIEF DESCRIPTION:** The Teen Leadership Development Program is a skill building program that engages high risk teenage students as well as mainstream students. Students can be accepted into this program, and complete the program on a rolling basis throughout the school year. Students will build experiential and social skills through challenge, service, and cultural experience outings, as well as after school programming at Watauga High School. The program will be offered throughout the school year and is led by caring adult mentors.

# VIII.

**Watauga County Plan Addendum: "Raise the Age" Priorities**

The Watauga County Juvenile Crime Prevention Council (JCPC) seeks to maximize available allocation funding by addressing the priorities of the Raise the Age legislation in the areas of targeted intervention programming for 16-17 year old offenders in the juvenile justice system by seeking to do the following (check all that apply):

- Increase the capacity of existing programming to address additional 16-17 year olds entering and/or being retained in the juvenile justice system;
- Provide funding for new programming to 16-17 year olds via additional components in existing programs or newly funded programs
- Seek collaboration from surrounding counties to provide funding for multi-county programming focusing on 16-17 year olds in a district or region.

"Raise the Age" program priorities include:

<input type="checkbox"/> Mentoring Services	<input checked="" type="checkbox"/> Restitution/Community Service	<input type="checkbox"/> Sexual Offender Treatment
<input checked="" type="checkbox"/> Parent/Family Skill Building	<input type="checkbox"/> Teen Court	<input type="checkbox"/> Group Home
<input checked="" type="checkbox"/> Interpersonal Skill Building	<input type="checkbox"/> Psychological Assessments	<input checked="" type="checkbox"/> Temporary Shelter
<input checked="" type="checkbox"/> Vocational Skills	<input type="checkbox"/> Counseling	<input type="checkbox"/> Runaway Shelter
<input checked="" type="checkbox"/> Experiential Skills	<input type="checkbox"/> Home Based Family Counseling	<input type="checkbox"/> Specialized Foster Care
<input type="checkbox"/> Tutoring/Academic Enhancement	<input type="checkbox"/> Crisis Counseling	<input type="checkbox"/> Temporary Foster Care
<input checked="" type="checkbox"/> Mediation	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Juvenile Structured Day

Data reviewed by the JCPC as well as a county Resource Assessment focusing on the full range of juvenile jurisdiction proposed by Raise the Age indicates the following gaps that the additional programs indicated above will seek to address:

- \*Increase capacity for referrals to restitution/community service and to support additional service outings to be geared to older and younger youth separately
- \*Increase capacity for referrals to mediation
- \*Interpersonal skill building - Moral Reconation Therapy is a needed service

Another important feature of Raise the Age addresses school-based offenses/complaints. The Watauga County Juvenile Crime Prevention Council (JCPC), in response to local initiatives seeking to address this issue, seeks to expand Juvenile Crime Prevention programming in support of the following legislative priorities:

- Reduce in-school arrests
- Reduce subsequent referrals to juvenile courts
- Reduce out-of-school suspensions and expulsions

**Tier I Planning** for FY 2019-20 includes priority service needs and RFP development based on the current Watauga County allocation of \$114,285.

**Tier II Planning** for FY 2019-20 includes priority service needs to address RFP development with JCPC expansion funding. Tier II planning includes the development of the following identified expansion of services.

Priorities for Expansion Funding: While conducting an additional needs assessment specifically related to the focus service expansion to meet the RtA legislation, the following service needs and cost associated with those services have been identified as follows:

<b>Program Funding Priorities</b>	<b>JCPC \$ Amount</b>	<b>Program Expansion Focus</b>
Interpersonal Skill Building	21,522.40	Moral Reconciliation Therapy
Experiential Skills	13,763.40	Added capacity for referrals
Mediation	8,778.15	Added capacity for referrals
Restitution & Community Service	19,144.20	Added capacity for referrals, added outings to offer separate events for older and younger youth

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**AGENDA ITEM 5:**

**PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY**

**MANAGER’S COMMENTS:**

Ms. Betsy Richards, Ms. Stevie John and Ms. Angie Boitnotte will present a proclamation declaring June 15, 2019, as “World Elder Abuse Awareness Day” in North Carolina.

Board action is requested to adopt the proclamation as presented.



## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Betsy Richards, Watauga DSS, Adult Services Supervisor

Stevie John, High Country Area Agency on Aging, Ombudsman

Angie Boitnotte, Watauga County Project on Aging, Director

**DATE:** May 24, 2019

**SUBJECT:** Request for Board of Commissioners' Recognition of World Elder Abuse Awareness Day

Please see the attached proposed Watauga County proclamation for World Elder Abuse Awareness Day on June 15, 2019.

In state fiscal year 2018, there were 30,128 reports of abuse, neglect or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services. About half of these reports were evaluated by a social worker to see if conditions in the report merited further action. During the year, 3,682 reports were substantiated in North Carolina, not counting those resolved by other means after being evaluated.

Unfortunately, national and international research shows that abuse, neglect and exploitation of vulnerable and older adults are grossly under reported. Reports are made not only by doctors and other professionals, but by family members and concerned citizens in our communities. North Carolina's vulnerable and older

adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation which can occur in families, long-term care facilities and communities. Protecting North Carolina's vulnerable and older adults is a community responsibility and all citizens are charged under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services.

The Division of Aging and Adult Services partners with County Departments of Social Services and other agencies at the county and state level to offer statewide programs for adult protective services and to increase awareness about elder abuse and consumer fraud. Locally, Watauga County has an Elderly and Disabled Adult Abuse Prevention Team that meets monthly and is a voluntary collaboration of several community-based agencies and organizations whose primary goal is to protect and promote the health and welfare of elderly and disabled adults within Watauga County.

We all have the responsibility to support the safety, welfare, and dignity of North Carolina's vulnerable and older adults. We urge all citizens to work together to help protect adults from abuse, neglect, and exploitation. It is imperative that North Carolinians refuse to tolerate the indignity of Elder Abuse.

Thank you for your consideration.

Enclosures

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**WORLD ELDER ABUSE AWARENESS DAY  
JUNE 15, 2019  
A PROCLAMATION**

**WHEREAS**, Watauga County’s seniors deserve to live safely with dignity, and as independently as possible, with the supports they need; and

**WHEREAS**, Elder abuse is most often defined as any act that harms a senior or jeopardizes his or her health or welfare. Victims of this crime come from all walks of life and does not discriminate among social, racial, ethnic, or religious backgrounds; and

**WHEREAS**, Eliminating abuse to older persons is each community’s responsibility; the County of Watauga is concerned about the risk to our older residents who suffer from neglect or are victims of financial, emotional or physical abuse; and

**WHEREAS**, All of our residents should watch for signs of abuse such as physical trauma, withdrawal, depression, anxiety, fear of family members, friends or caregivers; and

**WHEREAS**, all citizens are required under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services; and

**WHEREAS**, Watauga County joins North Carolina, this nation, and the world in recognizing World Elder Abuse Awareness Day.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga Board of Commissioners and the people of our great county, do hereby proclaim June 15, 2019 as Elder Abuse Awareness Day and encourage everyone to commit to build safer communities for our vulnerable adult and elderly residents.

**ADOPTED** this the 4<sup>th</sup> day of June, 2019.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

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

**AGENDA ITEM 6:**

**PROPOSED ALLOCATION OF PROJECTED FY 2020 HOME AND COMMUNITY CARE  
BLOCK GRANT (H&CCBG) FUNDS**

**MANAGER’S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the projected allocation of \$300,702 in Home and Community Care Block Grant (H&CCBG) funds for FY 2020. The required local match is \$33,411 and is present in the Project on Aging's FY 2020 requested budget. The allocation is as detailed in Ms. Boitnotte’s memo.

Board approval is requested.



# Watauga County Project on Aging

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

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## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** May 23, 2019

**SUBJ:** Request for Board of County Commissioners' Consideration: Allocation of Projected FY2020 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2020 is projected to be \$300,702, which requires a local match of \$33,411. The match is present in our FY20 County budget request. The Advisory Committee made the following recommendations for the projected allocation:

<b>HCCBG Service</b>	<b>HCCBG Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$102,213	\$11,357
In-Home Aide Level II	\$40,316	\$4,480
Congregate Meals	\$53,194	\$5,910
Home Delivered Meals	\$89,181	\$9,909
Transportation	\$15,798	\$1,755

Upon approval, these funds will become part of the Project on Aging FY 2020 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II



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**AGENDA ITEM 7:**

**FINANCE MATTERS**

***A. Juvenile Crime Prevention Council (JCPC) Budget Amendment***

**MANAGER’S COMMENTS:**

Ms. Misty Watson, Finance Director, will request the Board approve a revised Juvenile Crime Prevention Council (JCPC) FY 2018-19 Funding Allocation form. Crossnore was unable to fully expend funds so the Council is requesting to transfer \$15,300 to the other programs as detailed in the attached memo. No additional County funding is required.

Board approval of the revised funding allocation is requested.



# WATAUGA COUNTY FINANCE OFFICE

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager  
**FROM:** Misty Watson, Finance Director  
**SUBJECT:** JCPC Budget Change  
**DATE:** May 24, 2019

Attached please find a revised Juvenile Crime Prevention Council 2018-19 Funding Allocation form. Crossnore was not able to utilize the funds awarded so the Council is requesting the \$15,300 be transferred to the other programs as follows:

WYN Youth Resource Center	\$14,000
Mountain Alliance	\$1,300

These allocations fully met the requests made by each program. I will be available for any questions and to present this request. Board approval of the revised Funding Allocation is requested.

# Watauga County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 114,285 Local Match: \$ 33,838 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% (NOT) DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$1,500						\$1,500	
2	Crossnore School								
3	Juvenile Mediation	\$5,375	\$1,615					\$6,990	23%
4	Project Challenge	\$46,390	\$13,917					\$60,307	23%
5	Teen Leadership Development	\$7,001	\$2,100					\$9,101	23%
6	Youth Resource Center	\$54,019	\$16,206					\$70,225	23%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		\$114,285	\$33,838					\$148,123	23%

The above plan was derived through a planning process by the Watauga County  
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2018-2019.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type  initial plan  update  final

-----DPS Use Only-----

Reviewed by \_\_\_\_\_ Area Consultant \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Program Assistant \_\_\_\_\_ Date \_\_\_\_\_

Verified by \_\_\_\_\_ Designated State Office Staff \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
 Chairperson, Board of County Commissioners (Date)  
 or County Finance Officer

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**AGENDA ITEM 7:**

**FINANCE MATTERS**

***B. Budget Amendments***

**MANAGER'S COMMENTS:**

Ms. Misty Watson, 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:** Misty Watson, Finance Director  
**SUBJECT:** Budget Amendments - FY 2018/19  
**DATE:** June 4, 2019

The following budget amendments require the approval of the Watauga County Board of Commissioners. Board approval is requested.

293270	312009	Occupancy Tax Revenues		390,000
294140	469900	Watauga County Dist U TDA	386,100	
294140	449900	Administrative Collection Fee	3,900	

To recognize additional projected occupancy tax revenues above original budget.

103980	398121	Transfer from Capital Projects Fund		328,210
105911	470047	Phase I Design	328,210	
213991	399101	Fund Balance Appropriation		328,210
219800	498010	Transfer to General Fund	328,210	

Per Board action 05/21/19; to allocate funds from CIP set aside funds for projects as requested by the Watauga County School system.

103200	326600	ABC Bottle Tax		500
105890	469848	Mediation and Restorative Justice	500	

To recognize additional projected ABC bottle tax revenues above original budget.

104330	469905	Boone Fire Dist Sales Tax Distribution	55,000	
103200	323300	Sales Tax Revenue		86,400
104330	469908	Stewart Simmons Sales Tax Distribution	30,000	
104330	469919	Creston Sales Tax Distribution	400	
104330	469998	Beech Mountain Sales Tax Distribution	1,000	

To recognize additional projected sales tax distribution above original budget.

243102	312100	Boone Rural Current Year Tax Revenue		20,000
243102	312101	Foscoe Current Year Tax Revenue		1,400
283102	312105	Stewart Simmons Current Year Tax Revenue		12,000
283102	312108	Shawneehaw Current Year Tax Revenue		500
283102	312109	Meat Camp Current Year Tax Revenue		6,000
283102	312110	Deep Gap Current Year Tax Revenue		500
283102	312112	Blowing Rock Current Year Tax Revenue		6,000
244340	469905	Boone Rural	20,000	
244340	469901	Foscoe	1,400	
284340	469905	Stewart Simmons	12,000	
284340	469908	Shawneehaw	500	
284340	469909	Meat Camp	6,000	
284340	469910	Deep Gap	500	
284340	469912	Blowing Rock	6,000	

To recognize additional projected property tax revenues above original budget.

			1,179,720	1,179,720
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**AGENDA ITEM 8:****ADOPTION OF THE FISCAL YEAR 2020 BUDGET ORDINANCE****MANAGER'S COMMENTS:**

The Fiscal Year 2020 Budget Ordinance is presented for adoption. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

<b>Budget Change Summary</b>			
<b>General Fund</b>			
	<b>Revenues</b>	<b>Expenditures</b>	
05/09/2019		(\$10,000)	Reduce Southern Appalachian Historical Association funding from \$22,000 to \$12,000
		\$10,000	Increase General Administration Contingency
05/09/2019			
<b>net change</b>		<b>0</b>	<b>Overall Budget Change (\$0)</b>

The Board may approve the proposed budget ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30<sup>th</sup>.

Board action is required.

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
BUDGET ORDINANCE  
FISCAL YEAR 2019/20**

**BE IT ORDAINED** by the Board of Commissioners of Watauga County, North Carolina, meeting in regular session this 4th day of June, 2019, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

**SECTION I****GENERAL FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Ad Valorem Taxes	\$36,473,161
Local Option Sales Taxes	\$12,430,000
Other Taxes	\$835,000
Intergovernmental Revenues	\$4,689,384
Permits and Fees	\$710,200
Recreation Programs	\$420,583
Sales and Services	\$821,975
Miscellaneous Revenues	\$761,856
Transfer from Other Funds	
Transfer From Capital Reserve Fund	\$2,757,737

**Total Revenues - General Fund****\$59,899,896***B. Expenditures Authorized:*

## General Government

Governing Body	\$62,085
Administration	\$447,063
Finance	\$401,738
Tax Administration	\$1,153,718
Tax Revaluation	\$50,000
License Plate Agency	\$242,261
Legal Services	\$81,000
Court Facilities	\$2,900
Elections	\$476,416
Register of Deeds	\$551,934
General Administration	\$1,137,000
Information Technology	\$969,966
Maintenance	\$1,385,747
Public Buildings	\$3,978,962
<b>Total</b>	<b><u>\$10,940,790</u></b>

## Public Safety

Sheriff	\$4,774,202
Detention Center	\$2,356,496
Emergency Services	\$968,706
Emergency Management/Fire Protection	\$1,631,558
Planning and Inspections	\$679,626
Emergency Medical Services	\$1,543,071
Animal Care and Control	\$143,254
<b>Total</b>	<b><u>\$12,096,913</u></b>

## Environmental Protection

Cooperative Extension Service	\$285,581
Soil and Water Conservation	\$130,295
<b>Total</b>	<b><u>\$415,876</u></b>

## Transportation

Transportation	\$67,495
<b>Total</b>	<b><u>\$67,495</u></b>

## Economic/Physical Development

Economic Development Commission	\$89,752
Special Appropriations	\$483,922
<b>Total</b>	<b><u>\$573,674</u></b>

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
BUDGET ORDINANCE  
FISCAL YEAR 2019/20**

Human Services	Public Health	\$746,920
	Mental Health	\$171,194
	Project on Aging	\$1,427,489
	Veteran's Service	\$128,419
	<b>Total</b>	<b>\$2,474,022</b>
Education	Watauga County Board of Education	\$14,614,674
	Caldwell Community College & Technical Institute	\$1,000,279
	<b>Total</b>	<b>\$15,614,953</b>
Cultural and Recreational	Library	\$652,360
	Recreation	\$1,186,671
	<b>Total</b>	<b>\$1,839,031</b>
Transfers to Other Funds	Transfer to Public Assistance Fund	\$2,232,006
	Transfer to Capital Projects Fund	\$6,550,000
	Transfer to Debt Service Fund	\$7,085,136
	<b>Total</b>	<b>\$15,867,142</b>
<b>Total Expenditures - General Fund</b>		<b>\$59,889,896</b>

**SECTION II****PUBLIC ASSISTANCE FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Federal and State Allocations	\$3,619,052
Miscellaneous Revenue	\$21,775
Transfer from General Fund	\$2,232,006

**Total Revenues - Public Assistance Fund** **\$5,872,833**

*B. Expenditures Authorized:*

Administration	\$3,416,904
Child Support Enforcement Programs	\$226,481
	\$2,229,448

**Total Expenditures - Public Assistance Fund** **\$5,872,833**

**SECTION III****CAPITAL PROJECTS FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Transfer from General Fund	\$6,550,000
Fund Balance Appropriation	\$2,757,737

**Total Revenues - Capital Projects Fund** **\$9,307,737**

*B. Expenditures Authorized:*

Watauga County Schools CIPs	\$4,700,000
County CIP	\$1,850,000
Transfer to General Fund	\$2,757,737

**Total Expenditures - Capital Projects Fund** **\$9,307,737**

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
BUDGET ORDINANCE  
FISCAL YEAR 2019/20**

**SECTION IV****FEDERAL EQUITABLE SHARING FUND (SHERIFF'S OFFICE)***A. Revenues Anticipated:*SOURCEAMOUNT

Fund Balance Appropriation

\$8,700

**Total Revenues - Federal Equitable Sharing Fund****\$8,700***B. Expenditures Authorized:*

Operations

\$8,700

**Total Expenditures - Federal Equitable Sharing Fund****\$8,700****SECTION V****STATE SUBSTANCE ABUSE TAX FUND (SHERIFF'S OFFICE)***A. Revenues Anticipated:*SOURCEAMOUNT

Controlled Substance Tax

\$25,000

Miscellaneous Revenue

\$100

Fund Balance Appropriated

\$9,350

**Total Revenues - State Substance Abuse Tax Fund****\$34,450***B. Expenditures Authorized:*

Operations

\$34,450

**Total Expenditures - State Substance Abuse Tax Fund****\$34,450****SECTION VI****EMERGENCY TELEPHONE SURCHARGE FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Emergency Telephone Surcharge

\$314,311

Fund Balance Appropriated

\$41,639

**Total Revenues - Emergency Telephone Surcharge Fund****\$355,950***B. Expenditures Authorized:*

Implemental Functions

\$51,118

Software

\$107,081

Employee Training

\$6,885

Telephone

\$97,601

Hardware

\$84,790

Furniture

\$8,475

**Total Expenditures - Emergency Telephone Surcharge Fund****\$355,950****SECTION VII****RURAL FIRE SERVICE DISTRICT FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Beech Mtn Rural Fire Service District

\$1,950

Boone Rural Fire Service District

\$963,000

Cove Creek Rural Fire Service District

\$700

Foscoe Rural Fire Service District

\$75,800

Shawneehaw Rural Fire Service District

\$6,700

**Total Revenues - Rural Fire Service Districts Fund****\$1,048,150***B. Expenditures Authorized:*

Beech Mtn Rural Fire Service District

\$1,950

Boone Rural Fire Service District

\$963,000

Cove Creek Rural Fire Service District

\$700

Foscoe Rural Fire Service District

\$75,800

Shawneehaw Rural Fire Service District

\$6,700

**Total Expenditures - Rural Fire Service Districts Fund****\$1,048,150**

*NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*

**STATE OF NORTH CAROLINA  
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BUDGET ORDINANCE  
FISCAL YEAR 2019/20**

**SECTION VIII****FIRE TAX DISTRICTS FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Beaver Dam Fire Department	\$114,300
Blowing Rock Fire District	\$512,000
Cove Creek Fire District	\$264,500
Creston Fire Department	\$5,800
Deep Gap Fire District	\$207,500
Fall Creek Fire Department	\$11,050
Foscoe Fire District	\$493,000
Meat Camp Fire Department	\$228,000
Shawneehaw Fire District	\$107,300
Stewart Simmons Fire District	\$248,500
Todd Fire District	\$65,850
Zionville Fire District	\$128,500

**Total Revenues - Fire Districts Fund****\$2,386,300***B. Expenditures Authorized:*

Beaver Dam Fire Department	\$114,300
Blowing Rock Fire District	\$512,000
Cove Creek Fire District	\$264,500
Creston Fire Department	\$5,800
Deep Gap Fire District	\$207,500
Fall Creek Fire Department	\$11,050
Foscoe Fire District	\$493,000
Meat Camp Fire Department	\$228,000
Shawneehaw Fire District	\$107,300
Stewart Simmons Fire District	\$248,500
Todd Fire District	\$65,850
Zionville Fire District	\$128,500

**Total Expenditures - Fire Districts Fund****\$2,386,300**

*NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*

**SECTION IX****OCCUPANCY TAX FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Occupancy Tax	\$1,575,000
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**Total Revenues - Occupancy Tax Fund****\$1,575,000***B. Expenditures Authorized:*

Tax Collection Fees	\$25,000
Watauga District U TDA	\$1,550,000

**Total Expenditures - Occupancy Tax Fund****\$1,575,000**

*NOTE: In the event the actual proceeds from the occupancy tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*

**STATE OF NORTH CAROLINA  
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**SECTION X****DEBT SERVICE***A. Revenues Anticipated:***SOURCE****AMOUNT**

Federal Interest Credit on QSCB Loan	\$9,000
Transfer from General Fund	\$7,085,136

<b>Total Revenues - Debt Service Fund</b>	<b>\$7,094,136</b>
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*B. Expenditures Authorized:*

Debt Service-Education	\$4,913,736
Debt Service-Other	\$2,180,400

<b>Total Expenditures - Debt Service Fund</b>	<b>\$7,094,136</b>
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**SECTION XI****SOLID WASTE ENTERPRISE FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Intergovernmental Revenues	\$123,550
Charges for Services	\$5,320,829
Miscellaneous Revenues	\$45,100
Fund Balance Appropriated	\$1,200,000

<b>Total Revenues - Solid Waste Enterprise Fund</b>	<b>\$6,689,479</b>
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*B. Expenditures Authorized:*

Sanitation Department	\$6,544,336
Recycling	\$145,143

<b>Total Expenditures - Solid Waste Enterprise Fund</b>	<b>\$6,689,479</b>
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**SECTION XII****COUNTY TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.403 per \$100 at full valuation is hereby established as the official tax rate for Watauga County for the fiscal year 2019/20. This rate is based on a total base valuation of \$9,125,619,335.

**SECTION XIII****COUNTY FIRE DISTRICT TAX RATES ESTABLISHED**

Ad valorem tax rates as listed below per \$100 at full valuation is hereby established as the official tax rates for Watauga County Fire Protection Districts for the fiscal year 2019/20. This rate is based on the estimated taxable property situated in each district.

<b><u>Fire District</u></b>	<b><u>Property Values</u></b>	<b><u>Tax Rate Per \$100 of Value</u></b>
Beech Mountain Rural	\$3,766,920	\$ 0.05
Blowing Rock Rural	\$990,396,420	\$ 0.05
Boone Rural	\$1,581,812,857	\$ 0.06
Cove Creek	\$501,446,579	\$ 0.05
Cove Creek Special	\$821,700	\$ 0.05
Deep Gap	\$402,893,630	\$ 0.05
Foscoe	\$967,042,690	\$ 0.05
Foscoe Special	\$150,705,060	\$ 0.05
Meat Camp	\$454,875,090	\$ 0.05
Northwest Watauga	\$236,685,760	\$ 0.05
Shawneehaw	\$204,565,970	\$ 0.05
Shawneehaw Special	\$13,508,840	\$ 0.05
Stewart Simmons	\$282,899,209	\$ 0.085
Todd	\$92,502,403	\$ 0.07
Zionville	\$244,143,530	\$ 0.05

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
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**SECTION XIV****SOLID WASTE FEES ESTABLISHED**

Commercial Solid Waste	\$59.00 per ton
Construction and Demolition Waste	\$59.00 per ton
Municipal Solid Waste	\$26.00 per ton
Inert Debris	\$59.00 per ton
Land-clearing Debris	\$46.00 per ton
Yard Waste	\$46.00 per ton
Animal Carcass	\$59.00 per ton
Electronic Waste	\$59.00 per ton
RO Cont. Disposal Fee	\$59.00 per ton
Single Stream Recycling	\$18.00 per ton
Re-ground Mulch	\$9.00 per yard
Coarse Mulch	\$6.00 per yard
Passenger Vehicle Minimum	\$9
Solid Waste Fee (per residence County-wide)	\$80.00 per year
Tire trailer rental	\$150.00 per trailer

**SECTION XV****PLANNING, INSPECTIONS FEES ESTABLISHED**

<b>Building Permit</b>	\$ .30 per square foot heated space \$.15 per square foot unheated space
<b>Modular Home</b>	\$300.00 plus \$.15 per square foot for basement
<b>Mobile Home</b>	\$75.00 single wide / \$100 double wide
<b>Penalty for building without permit</b>	Double building permit fees. May be subject to additional trip fees as necessary
<b>Alteration Permit</b>	\$75.00
<b>Sign Permit</b>	\$50.00 on premise / \$100.00 for billboard
<b>Trip Fee</b>	\$75.00
<b>Grading permit</b>	\$150.00 per acre or part thereof; Individual home site less than 1 acre exempt
<b>Floodplain Development Permit</b>	\$150.00
<b>Compliance and Review (For all ordinances not specifically named in fee schedule)</b>	\$40.00 per permit / \$100.00 per site plan \$300.00 appeals, conditional use permits, variances \$400.00 amendments
<b>Subdivision Plat/Manufactured Home Park Fees</b>	\$30.00 per lot or building as applicable
<b>Wireless Communication Tower Site</b>	\$750.00
<b>Wireless Co-location Permit</b>	\$150.00
<b>Wind Energy Systems</b>	\$150 small / \$750 large
<b>Sexually Oriented Business Permit</b>	\$1,000.00
<b>Road Name Change</b>	\$500.00
<b>Administrative Fees for Refunds</b>	\$30.00 plus \$75.00 per inspection done

**SECTION XVI****FIRE CODE FEES AND PENALTIES ESTABLISHED****Special User Permits for Specific Times:**

Fireworks - Public Display	\$25.00
Tents and Air Structures (30 day maximum)	\$25.00
Temporary kiosks or Merchandising Displays	\$25.00

**Insecticide fogging or fumigation**

\$25.00

**Explosive Materials/Blasting Permits:**

Annually (1 Year)	\$100.00
48 Hours	\$40.00

**Special Assembly:**

Gun show, craft show, etc	\$25.00
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**Bowling Pin and Alley:**

Resurfacing and Refinishing	\$25.00
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**Any other Special Function Requiring Fire Prevention:**

Bureau inspection and Approval	\$25.00
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**Fire Report Copies**

\$2.00

**Annual Inspection Report**

\$50.00

**Inspection Report (non-annual)**

\$50.00

**Inspection Report (multi-tenant up to two buildings)**

\$60.00

**Inspection Report (multi-tenant three or more buildings)**

\$70.00

**Carbon Monoxide Inspections**

\$50.00

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
BUDGET ORDINANCE  
FISCAL YEAR 2019/20**

**Existing Systems Tests:**

Sprinkler Certification Test	\$25.00
Fire Alarm Testing	\$25.00
Standpipe Certification Test	\$25.00
Grease Removal Test	\$25.00
Fixed Fire Suppression Test	\$25.00
Day Care Inspection	\$25.00
Residential Custodial Care and Nursing Homes	\$25.00
<b>Certification of Occupancy</b>	\$25.00
<b>Occupancy Permit Inspection (ABC)</b>	\$30.00
<b>Reinspection (per visit)</b>	\$30.00
<b><u>Underground Storage Tanks:</u></b>	
Removal (per tank)	\$30.00
New Installations (per tank)	\$50.00
<b>Hydrant Installations - private contractors only</b>	\$30.00
<b>New Sprinkler Systems</b>	0.05 per square foot
<b>Sprinkler Renovations</b>	\$50.00
<b>Standpipes</b>	\$30.00
<b>New Alarm Systems</b>	\$35.00
<b>Alarm System Renovations</b>	\$50.00
<b>Fixed Fire Suppression Systems</b>	\$35.00
<b>Renovations to the Systems</b>	\$25.00
<b>Fire Marshall Fire Reports</b>	\$5.00

**SECTION XVII****BUDGET OFFICER**

The County Manager shall serve as Budget Officer and shall be authorized to reallocate departmental appropriations among the various objects of expenditure as necessary.

The County Manager shall be authorized to effect transfers between departments in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced. Notation of all such transfers shall be made to the Board at the next regularly scheduled Board meeting.

Interfund transfers established in the budget, may be accomplished without recourse to the Board. All other interfund transfers require approval of the Board of Commissioners.

Salary increases shall be granted in accordance with the official pay plan of Watauga County, duly adopted by the Board of Commissioners.

The County Manager shall be authorized to reallocate contingency funds. Such transfers shall be reported to the Board at its next regular meeting, and recorded in the minutes per NC General Statute 159-13(b)(3).

**SECTION XVIII****UTILIZATION OF BUDGET AND BUDGET ORDINANCE**

This Ordinance shall be the basis of the financial plan for the Watauga County Government during the 2019/20 fiscal year. The Budget Officer shall administer the budget and he shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Director shall establish and maintain records consistent with this ordinance and the appropriate statutes of the State of North Carolina.

A copy of this ordinance shall be furnished to the Clerk to the Board of Commissioners, the County Manager, and the Finance Director to be kept on file by them for direction in the disbursement of funds.

\_\_\_\_\_  
*John Welch, Chairman*

ATTEST:

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

(SEAL)

**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Correction to Solar Lease***

**MANAGER'S COMMENTS:**

At the May 7, 2019 meeting the Board approved the lease with Encore Renewable Energy. Encore Renewable Energy is requesting to update the signatory as their project company, ER Watauga Landfill Solar, LLC. Encore Renewable Energy stated this is typical of these transactions - all project contracts and permits are held in this entity for purposes of development, financing and operations.

Board action is required to change the signatory from Encore Renewable Energy to ER Watauga Landfill Solar, LLC.

**AMENDED AND RESTATED  
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT (“Agreement”), is made and entered into as of this \_\_\_\_ day of May, 2019 by and between Watauga County, North Carolina, hereinafter referred to as the “Landlord”, and ER Watauga Landfill Solar, LLC, hereafter referred to as “Tenant”.

W I T N E S S E T H:

WHEREAS, the Landlord is the owner of certain real estate located off Landfill Road in Boone, North Carolina (the “Property”); and

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated as of September 10, 2010 (the “Original Agreement”), pursuant to which the Landlord’s granted to Tenant the right to lease a portion of the Landlord’s Property, substantially depicted and/or described in Exhibit B (such portion referred to herein as the “Premises”).

NOW THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**The Original Agreement is hereby amended and restated in its entirety as follows:**

DEVELOPMENT PERIOD

1. The Landlord hereby grants to Tenant the right to lease from the Landlord any portion of the Property, and access thereto, owned by the Landlord, located at the Property as shown in Exhibit 1, to develop the site for electricity generation (the “Lease”).

2. Tenant shall make payment of One Hundred Dollars (\$100.00) per month for the first three years of this Agreement, which shall represent the development period of the Agreement (“Development Period”).

3. During the Development Period Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections.

4. Upon Construction Commencement, the Development Period shall end and Tenant shall commence payment of Rent (both Rent and Construction Commencement defined in Section 13 of the Amended Terms and Conditions).

## AMENDED TERMS AND CONDITIONS

1. **Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
2. **Permitted Use.** The Tenant may use the Premises to install, operate, maintain, improve and replace the Project for purposes of generating and delivering electricity to the local utility.
3. **Access to the Premises from the road to the Property.** Landlord agrees at all times to allow Tenant access to the Property to install, operate, maintain, improve and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant's construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with all laws, rules and regulations relating to Tenant's use of the Property and the Premises in connection with the construction and operation of the Project.

Landlord further hereby grants to Tenant, and shall execute such additional instruments as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

(a) An easement over the Property for ingress and egress for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.

(b) An easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees, brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project or Tenant's operations, as determined by Tenant.

(c) An easement over the Property to allow the Project to interconnect to the electrical grid.

4. **Construction of the Project.** The installation and construction of the Project shall be performed in a good and workmanlike manner.
5. **Interconnection.** Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant, any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, approvals and other authorizations that may be required in order to effect the interconnection of the Project. The date at which the Project is energized and permitted to operate by the utility shall be the date of commissioning (the "Commissioning Date").
6. **Approvals and Permits.** Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals and

permits and necessary transfer Project permits to Tenant for purposes of operating the Project. To the extent that any permit must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit to Tenant.

**7. Exposure to Sunlight.** The Landlord covenants that it will use its best efforts to not allow vegetation on its property to grow in a manner or initiate or conduct any activities that could reasonably diminish the exposure of the Panels to sunlight during daylight hours, while this Lease Agreement remains in effect. Landlord hereby grants to Tenant an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Property. Without limiting the foregoing, Landlord shall not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in each case, on the Property or the real property adjacent to the Property that is owned by Landlord, that is reasonably expected to decrease the output or efficiency of the Project or adversely affect insolation levels on the Premises.

**8. Use of Subcontractors.** The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

**9. Landlord not to Interfere with the Project.** The Landlord and any representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement.

**10. Cooperation in Securing Rebates, Tax Credits and other Economic Benefits.** The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

**11. Taxes and Utility Expenses.**

(a) Tenant shall pay on or before when all taxes are assessed against the Tenant on account of the Tenant's personal property, equipment, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease. Tenant shall, during the Term, pay and discharge on or before when due, all Utility expenses.

(b) The Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises.

(c) All taxes shall be paid to the government entity assessing such taxes. All Utility expenses related directly to the Project shall be paid by the Tenant directly to the Utility unless the parties agree otherwise.

**12. Term.** This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty five (25) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the “Term”).

**13. Rent.** Tenant shall pay the Landlord rent in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per acre, per year (“Rent”), which shall become due and payable within fifteen (15) days of the start of construction on the Project (“Construction Commencement”), and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement. Rent paid on the first anniversary of the Commissioning Date shall include an additional reconciliation payment for the construction period, which shall be calculated as the time from Construction Commencement to the Commissioning date.

Final acreage to be utilized for Rent calculation shall be determined based on the actual footprint of the Project, as further defined in Section 14. Any difference between the initial year’s Rent and subsequent Rent calculations based on final design, shall be reconciled on the first anniversary of the Commissioning Date.

**14. Premises Leased.** Within 15 days of Construction Commencement, Tenant shall provide a final site plan to Landlord, which shall exist wholly within the Property, and which both Parties hereby agree shall be included as Exhibit B, without requiring any further approval of Landlord.

**15. Property Taxes.** Landlord hereby agrees to waive any and all real property taxes, which would otherwise be levied against the Project by Landlord or any of its affiliates, for the life of the Project.

**16. Ownership of the Project.** The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender’s rights in the Project.

**17. Removal of the Project.** Within six (6) months after the end of the Term or Term extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant’s other property from the Premises and restore the Premises to as close to original condition as reasonably possible. The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns.

**18. Title.** Landlord represents and covenants that Landlord owns the Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord’s best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and/or

transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

**19. Quiet Enjoyment.** The Landlord covenants and agrees that the Tenant, provided it remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hindrance to, interference with the Tenant's use and enjoyment thereof.

**20. Environmental Matters.** The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to the Tenant's activities, its employees contractors or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) the Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities. The Tenant may encounter Hazardous Materials when installing, servicing, expanding, modifying or maintaining the Project. In the event the Tenant encounters any Hazardous Material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform The Landlord of the nature and location of said Hazardous Materials. It shall then be The Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow The Tenant to continue or finalize any work in progress.

**21. Government Approvals.** Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord shall cooperate with Tenant in its effort to obtain such approvals. Should Tenant be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, this agreement shall terminate at Tenant's option as outlined further in Section 22 below.

**22. Right to Terminate.** Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- d. Utilities necessary for Tenant's use of the Premises are no longer available to the Premises; or

- e. The Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided herein. Should Tenant terminate in accordance with this Section 22, Tenant shall remove the system in accordance with Section 17 above.

**23. Assignment.** This Lease and any interest herein may be assigned by Tenant only with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such assignment by Tenant shall serve to release Watauga Solar, LLC from all rights and obligations under the terms and provisions of this Lease Agreement. With the written consent of the Tenant, this Lease Agreement may be assigned by the Landlord provided, however, that any such assignment will not relieve the Landlord of any of its obligations hereunder.

**24. Liability for Injury and Damage.** Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Prior to commencing operations, Tenant shall obtain liability insurance naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 24.

**25. Revocation.** In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a party's failure to perform or comply with any material provision of this Lease Agreement; an unauthorized assignment, a party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the parties for such time as may be necessary to complete the cure, provided that the defaulting party shall have proceeded to cure such breach with due diligence.

**26. Lender Protection.** Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Lease to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Lease and in any monies due under this Lease in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Lease. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Lease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Lease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Lease, to one (1) or more creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Lease. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Premises or any easements created hereunder than Tenant then has under this Lease. As used herein, (A) the term "Subtenant" means any Person that receives a transfer from Tenant in accordance with the provisions of this Lease of all or any portion of the right, title or interest under this Lease or in one or more such easements; (B) the term "Sublease" means the grant or assignment of such rights from Tenant to a Subtenant; and (C) the term "Lender" means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of Tenant's or a Subtenant's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Lease shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Lease in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Lease shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Lease with the assuming party as if such person had been named as Tenant under this Lease, provided, however, that the assuming party is creditworthy.

Landlord agrees to enter into a form of Non-disturbance, Consent and Recognition Agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's collateral assignment of this Lease and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Lease, or that holds an interest, lien or security interest in this Lease solely for security purposes, shall have no obligation or liability under this Lease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to title to such interest, or to this Lease. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landlord shall execute such estoppel certificates (certifying as to such truthful matters as Tenant, Lenders, Assignees or Leasehold Mortgagees may reasonably request, including that no default then exists under this Lease, if such be the case, and that this Lease remains in full force and effect), consents to assignment and non-disturbance agreements as Tenant or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lenders, Leasehold Mortgagees or Assignees or prospective Lenders, Leasehold Mortgagees, or Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Tenant's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Lease or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of this Lease and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Lease or any partial interest in this Lease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial

interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Lease as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Lease.

If any default by Tenant under this Lease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Lease, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving notice from Landlord as set forth in Section 33, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Lease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, Rent and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Lease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by such party.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has

Ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Tenant under this Lease are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Lease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

If this Lease terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy Applicable Requirements or other Applicable Requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except as otherwise provided in this Section 1.11(a) and for any requirements that have been fulfilled by Tenant or any Lender, Leasehold Mortgagee or Assignee prior to rejection or termination of this Lease); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Lender, Leasehold Mortgagee or Assignee shall be entitled to enter into a new lease of the Premises, Landlord will not terminate any sublease or the rights of any sub-Tenant unless such sub-Tenant shall be in default under such sublease.

If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of this Lease or the Tenant's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect.

The provisions of this section shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this section was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Tenant's grant of a security interest in the Premises, this Lease, the Project or any other Improvement, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Premises or a cancellation or release of this Lease from Tenant, prior to expiration of the Lease Term without the prior written consent of the Lender, Leasehold Mortgagee or Assignee, provided, however, that Landlord shall be permitted to terminate this Lease without the consent of Lender, Leasehold Mortgagee or Assignee if (a)

such termination resulted from an event of default, and (b) Lender, Leasehold Mortgagee or Assignee was provided notice in accordance with this Section and the right to cure such default for a period of ninety (90) days following such notice, and failed to cure such default within such period.

**27. Condemnation.** If, at any time during the Term, any authority having the power of eminent domain shall condemn a portion of the Premises, the Easements, the Project or related interconnection and transmission improvements for any public use or otherwise, such that the operation of Project becomes, in the reasonable discretion of Tenant, impractical by materially reducing the electrical generating capacity of the Project or materially impacting access to the Premises, then Tenant may terminate this Lease Agreement without incurring any liability to Landlord with respect to such termination by giving written notice to Landlord indicating the effective date of such termination except that Tenant will have responsibility to remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property. Tenant shall have the right to exercise its termination option only within the six (6) month period after the Tenant receives knowledge of the condemnation.

The disposition of any condemnation award and/or casualty insurance proceeds shall be allocated among Landlord, Tenant, any Lender, Leasehold Mortgagee or Assignee as their interests may appear.

**28. Damage to Project.** If, at any time during the Term, the Project shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Tenant shall at its sole cost and expense either (a) repair or replace the Project, or (b) elect to terminate this Lease Agreement in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

If Tenant elects to repair and restore the Project, all insurance money paid to Tenant on account of such damage or destruction under the policies of insurance maintained by Tenant hereunder, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Tenant to the payment of the cost of the repair and replacement of the Project, subject to the rights of Lenders, Assignees and Leasehold Mortgagees.

**29. Terminate in Event of Governmental Shutdown.** In the event a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the Premises, for reasons unrelated to any default, violation or breach by Tenant of any applicable law, permit or consent, Tenant shall have the right to terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days prior written notice, in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

**30. Force Majeure.** In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided herein. "Force Majeure Event" means any act, event, cause or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire;

earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Group Member claiming a Force Majeure Event.

### **31. Miscellaneous provisions.**

A. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of North Carolina.

a. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

b. **Severability.** In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

c. **Entire Agreement; Amendments and Waivers.** This Lease Agreement constitutes the entire agreements between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

d. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

e. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Exhibit C.

f. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.

### **32. Representations and Warranties.**

(a) The Landlord hereby represents and warrants to Tenant as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with the terms hereof.

(iii.) Performance. To the best of the Landlord's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Agreement.

(iv) Landlord Compliance. The Landlord and those accounts submitted by Landlord to be included in the net metering group are not part of any other net metering group or receiving net metering credits from another renewable energy facility.

(v) Information. To the knowledge of the Landlord, the information provided to the Tenant by the Landlord pursuant to this Agreement is true and accurate in all material respects.

(b) Tenant hereby represents and warrants to the Landlord as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Tenant, and constitutes a valid and binding obligation on Tenant, enforceable in accordance with the terms hereof.

(iii) Performance. To the best of the Tenant's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Tenant's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Tenant, the information provided to the Landlord by the Tenant pursuant to this Agreement is true and accurate in all material respects.

**33. Notices.** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Watauga County  
Attention: Watauga County Manager  
814 West King Street  
Boone, NC 28607

To Tenant:

ER Watauga Landfill Solar, LLC  
110 Main Street, Suite 2E  
Burlington, VT 05401

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this 16<sup>th</sup> day of April, 2019.

**Watauga County,  
a North Carolina corporate body politic**

**By: \_\_\_\_\_  
John Welch, Chair of the Watauga County Board of  
County Commissioners**

**Attest:**

\_\_\_\_\_  
**Anita Fogle, Clerk to the  
Board of County Commissioners**

**(CORPORATE SEAL)**

**STATE OF NORTH CAROLINA, COUNTY OF WATUAGA**

I, a Notary Public of the County and State aforesaid, certify that Anita Fogle, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Watauga, North Carolina, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of the Board of County Commissioners and attested by her as Clerk to the Board of Commissioners. The signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**ER Watauga Landfill Solar, LLC**

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

**Derek Moretz, Chief Development Officer of Encore  
Redevelopment, LLC, managing member of ER Watauga  
Landfill Solar, LLC**

\_\_\_\_\_ County, Vermont

I certify that the following person, Derek Moretz, Chief Development Officer of Encore Redevelopment, LLC personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

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

(Official Seal)

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

My Commission expires: \_\_\_\_\_

**Exhibit A**

Tax Map & Book and Page of Deed for Landlord's Property  
Book 248 at Page 148 of the Watauga County Register of Deeds.

**Exhibit B**

Description of the Premises

*(To be provided by Tenant at sole discretion in accordance with Section 13 & 14)*

**Exhibit C****MEMORANDUM OF LEASE**

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the “Lease”) was entered into on May , 2019, by Watauga County (hereinafter “Lessee”) and ER Watauga Landfill Solar, LLC (hereinafter “Lessor”), with an effective date of May , 2019.

1. Property Affected By The Lease. The leased property is described as follows:

A 20 acre capped landfill *portion* of a 41.45 acre tract, more or less, being more particularly described in Book 248 at Page 148 of the Watauga County Register of Deeds. The capped portion is observable and identifiable as such as of the date of the Lease.

2. Term of Lease. The Lease commences on May , 2019 and continues for twenty five years following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee only upon written consent of the Lessor.
4. Extension and Renewal. Not Applicable.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.
7. Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of North Carolina.

**END OF TEXT – SIGNATURE PAGE FOLLOWS**

**LESSOR:**

**Watauga County,  
a North Carolina corporate body politic**

**By: \_\_\_\_\_  
John Welch, Chair of the Watauga County  
Board of County Commissioners**

**Attest:**

\_\_\_\_\_  
**Anita Fogle, Clerk to the  
Board of County Commissioners**

**(CORPORATE SEAL)**

STATE OF NORTH CAROLINA, COUNTY OF WATUAGA

I, a Notary Public of the County and State aforesaid, certify that Anita Fogle, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Watauga, North Carolina, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of the Board of County Commissioners and attested by her as Clerk to the Board of Commissioners.

The signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**LESSEE:**

**ER Watauga Landfill Solar, LLC**

**By: \_\_\_\_\_  
Derek Moretz, Chief Development Officer of Encore  
Redevelopment, LLC, managing member of ER  
Watauga Landfill Solar, LLC**

\_\_\_\_\_ County, Vermont

I certify that the following person, Derek Moretz, Chief Development Officer of Encore Redevelopment, LLC personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

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

(Official Seal)

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

My Commission expires: \_\_\_\_\_

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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request*****MANAGER'S COMMENTS:**

Renewal rates for property and liability insurance and workers compensation will be presented for the Board's consideration. The rate for property and liability is \$186,135 or a \$468 increase and the rate for workers compensation remains the same at \$237,278. Based on prior years' claims experience staff is recommending continuing the property deductible at \$5,000. The Manager's recommended budget includes adequate funds to cover the insurance premiums.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$186,135 and \$237,278 respectively.



## NCACC Risk Management Pools Liability and Property

County or Entity: <b>WATAUGA COUNTY</b>					
RENEWAL ESTIMATE		JULY 1, 2019 TO JULY 1, 2020		Date of Quote	5/7/19
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$68,703,400	40,728
		\$1,000	Total Inland Marine Values	\$8,232,230	4,880
			Total		<b>\$45,608</b>
General Liability	\$2,000,000	\$0	Population (County)	57,348	16,103
			Payroll (Entity)	\$0	0
			Number of EMTs	0	0
			Total		<b>\$16,103</b>
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	130	34,691
Excess Auto Liability				0	0
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	130	17,346
Replacement Cost	\$0		Value of Selected Veh.	\$0	\$0
			Total		<b>\$52,037</b>
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			Total		<b>\$968</b>
Public Officials Liability	\$2,000,000	\$5,000	Population (County)	57,348	18,452
			Payroll (Entity)	\$0	0
			Total		<b>\$18,452</b>
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	48	27,729
			Class B Employees	29	9,331
			Class C Employees	16	1,755
			Total		<b>\$38,815</b>
Employment Practices Liability	\$2,000,000	\$5,000	Population (County)	57,348	14,152
			Payroll (Entity)	\$0	0
			Total		<b>\$14,152</b>
Cyber Liability	\$1,000,000	\$5,000	Population (County)	Total	included
			Payroll (Entity)	Total	included
<b>Annual Estimated Contribution</b>					<b>\$186,135</b>

*Please return this document with your signed proposal.*



## NCACC Risk Management Pools Liability and Property

Payment Plan Available: Liability & Property Pool  
County or Entity: **WATAUGA COUNTY**

Quoted on: **5/7/2019**

<b>Annual Payment Plan:</b>	<b>\$186,135</b>
-----------------------------	------------------

**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ 3%

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2019.***

3%



## NCACC Risk Management Pools Liability and Property

JULY 1, 201 TO JULY 1, 2020		Quoted on: 5/7/2019							
Renewal Estimate	County or Entity:		WATAUGA COUNTY						
Deductible Adjustment Options			Per Occurrence Deductibles						
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000
PROPERTY (INLAND)	\$0	\$0	\$2,321	\$4,643	\$7,331	\$11,200	\$14,173	\$15,884	\$17,187
INLAND MARINE (INLAND)	\$0	\$0	\$117	\$244	\$429	\$800	\$1,191	\$1,513	\$1,747
GENERAL LIABILITY	\$725	\$1,176	\$1,643	\$2,077	\$2,593	\$3,559	\$4,444	\$5,153	\$5,765
AUTO LIABILITY	\$937	\$1,630	\$2,949	\$4,198	\$5,793	\$8,152	\$9,887	\$11,066	\$11,864
AUTO PHYSICAL DAMAGE	\$0	\$0	\$2,515	\$4,666	\$6,626	\$8,083	\$8,673	\$8,968	\$9,089
CRIME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PUBLIC OFFICIALS LIAB.	\$0	\$0	\$0	\$0	\$720	\$2,140	\$3,617	\$4,558	\$5,148
LAW ENFORCEMENT LIAB.	\$0	\$0	\$0	\$0	\$1,514	\$4,503	\$7,608	\$9,587	\$10,829
EMPLOYMENT PRACTICES LIA	\$0	\$0	\$0	\$0	\$396	\$1,260	\$2,179	\$2,745	\$3,213

*Please return this document with your signed proposal.*



## NCACC Risk Management Pools Liability and Property

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County or Entity: **WATAUGA COUNTY**

### INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

\$9,415

Longevity Credit

*Percentage of Final Signed Contribution (WC & L&P)*

3.0%

**The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.**

***Please return this document with your signed proposal.***



## NCACC Risk Management Pools Liability and Property

**JULY 1, 2019 TO JULY 1, 2020**

Quoted on: **5/7/19**

**Renewal Estimate**

**EXCESS LIABILITY**

County or Entity: **WATAUGA COUNTY**

Excess Liability provides excess General Liability, Automobile Liability, Public Officials or Law Enforcement Liability limits. The Excess Liability comes into play when the primary limits have been exhausted. The Excess Liability allows the member to purchase a single increased limit, and use the limit where it is necessary. The Excess Liability does not increase each individual Liability limit, but is available in any covered Liability area should the need arise. The Pool's Excess Liability extends limits above the Pool's contract only.

Higher limits can be purchased in the form of the Excess Liability options as follows:

EXCESS LIABILITY	ANNUAL CONTRIBUTION	SELECT LIMIT
<u>DECLINE EXCESS COVERAGE</u>	[REDACTED]	<input type="checkbox"/>
\$1,000,000 excess of \$2,000,000 underlying	\$ <b>13,369</b>	<input type="checkbox"/>
\$2,000,000 excess of \$2,000,000 underlying	\$ <b>19,350</b>	<input type="checkbox"/>
\$3,000,000 excess of \$2,000,000 underlying	\$ <b>24,803</b>	<input type="checkbox"/>
\$4,000,000 excess of \$2,000,000 underlying	\$ <b>30,137</b>	<input type="checkbox"/>

To purchase or decline the Excess Liability Coverage, please indicate the limits desired by marking an X inside the box under the "SELECT LIMIT" column.

**Approved by:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Please return this document with your signed proposal.*



## NCACC Risk Management Pools Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

### WATAUGA COUNTY

#### LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2019 to JULY 1, 2020

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
<b>Property</b>		<b><i>\$1,000</i></b>	<b>Inland Marine</b>		<b><i>\$1,000</i></b>
		\$2,500			\$2,500
		\$5,000			\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Coastal county members only -- <b>You may select a 2% Wind Deduct.</b>		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
<b>Crime</b>		<b><i>\$1,000</i></b>	<b>General Liability</b>		<b><i>\$0</i></b>
					\$500
					\$1,000
			3%		\$2,500
					\$5,000
					\$10,000
					\$25,000
					\$50,000
<b>Automobile Liability</b>		<b><i>\$0</i></b>	<b>Auto Phy. Damage</b>		<b><i>\$1,000</i></b>
		\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
		\$50,000			\$100,000
<b>Law Enforcement</b>		<b><i>\$5,000</i></b>	<b>Public Officials</b>		<b><i>\$5,000</i></b>
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
<b>Employment Practices</b>		<b><i>\$5,000</i></b>	<b>Boiler and Machinery Coverage</b>		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are <b>not available</b> for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$75,000			
		\$100,000			

*Please return this document with your signed proposal.*



## NCACC Risk Management Pools Workers Compensation

**RENEWAL ESTIMATE JULY 1, 2019 TO JULY 1, 2020**

Quoted on: **5/7/2019**

Member: **WATAUGA COUNTY**

Limits Coverage A : Workers Compensation: Statutory  
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$96,007	3.255	\$3,125
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$3,447,855	3.110	\$107,235
8810	CLERICAL	\$4,736,906	0.276	\$13,073
8831	HOSPITAL VETERINARY & DRIVERS	\$81,783	1.210	\$990
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLOY	\$276,316	2.749	\$7,595
9015	BUILDINGS - NOC	\$751,998	3.524	\$26,501
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$165,406	1.203	\$1,990
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$357,964	2.157	\$7,720
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$325,241	7.252	\$23,588
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$2,343,894	1.808	\$42,379
9999	VOLUNTEERS (NCACC designated class)	\$9,900	31.147	\$3,084

**Total Estimated Payroll**

*Subject to audit.*

**\$12,593,270**

**2019-2020 Contribution: \$237,278**

*Please return this document with your signed proposal.*



# NCACC Risk Management Pools Workers Compensation

Payment Plan Available: Workers' Compensation Pool

Quoted on: **5/7/2019**

County or Entity: **WATAUGA COUNTY**

<b>Annual Payment Plan:</b>	<b>\$237,278</b>
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**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2019.***

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## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***C. July Meeting Schedule***

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

Historically, only one meeting has been held in July due to all the work which has been done on the budget as well as the July 4<sup>th</sup> holiday. Also, historically, at the beginning of a new fiscal year there is limited business for the Board's consideration. The Manager recommends cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which is July 16.

Direction from the Board is requested.

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**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*D. Boards and Commissions*

**MANAGER'S COMMENTS:**

*W.A.M.Y. Community Action, Inc. Board*

There is a Watauga County Public Representative seat available on the W.A.M.Y. Community Action Inc., Board of Directors. Ms. Melissa Soto recommends Mr. Tom Hughes, Social Services Director to fill the position. This is a first reading.

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## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *E. Announcements*

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

The 112th NCACC Annual Conference will be held August 22-24, 2019, in Guilford County. Visit <http://www.ncacc.org/775/2019-Annual-Conference> for full information. Please let Anita know if you plan attend.

**AGENDA ITEM 10:**

**PUBLIC COMMENT**

**AGENDA ITEM 11:**

**BREAK**

**AGENDA ITEM 12:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)  
Land Acquisition – G. S. 143-318.11(a)(5)(i)