

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

**TUESDAY, JUNE 15, 2021
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 1, 2021, Regular Meeting June 1, 2021, Closed Session		1
	3	APPROVAL OF THE JUNE 15, 2021, AGENDA		9
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	11
5:40	5	VAYA HEALTH UPDATE	MR. BRIAN SHUPING	13
5:45	6	HIGH COUNTRY FOOD HUB UPDATE	MR. DAVID WALKER	49
5:50	7	PROPOSED KILL/CHILL FACILITY UPDATE	MR. JIM HAMILTON	59
5:55	8	PROPOSED CHANGE ORDER # 1 FOR MIDDLE FORK GREENWAY	MR. JOE FURMAN	73
6:00	9	MAINTENANCE MATTERS A. Proposed Mowing Contract Renewal B. Bid Award Request for Sports Complex Sidewalks	MR. ROBERT MARSH	77 85
6:05	10	PROJECT ON AGING MATTERS A. Proposed Revision of FY 21 Coronavirus Aid, Relief, and Economic Security (CARES) Funding Allocation B. Proposed Acceptance of FY 22 Home and Community Care Block Grant (H&CCBG) Allocation	MS. ANGIE BOITNOTTE	93 97
6:10	11	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases C. Proposed Resolution to Terminate/Appoint Plat Review Officers	MR. LARRY WARREN	101 103 107
6:15	12	FINANCE MATTERS A. Budget Amendments B. Juvenile Crime Prevention Council (JCPC) FY 2022 Certification, Membership, and County Plan	MS. MISTY WATSON	109 119
	13	BID AWARD REQUEST FOR LANDFILL SEDIMENT BASIN IMPROVEMENTS	MR. REX BUCK	165

TIME	#	TOPIC	PRESENTER	PAGE
6:20	14	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Sheriff's Office Out-of-State Travel Request		183
		B. North Carolina Association of County Commissioners' (NCACCC) Annual Conference Voting Delegate		189
		C. Boards and Commissions		191
		D. Announcements		197
6:25	15	PUBLIC COMMENT		199
7:25	16	BREAK		199
7:30	17	CLOSED SESSION		199
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Personnel Matters – G. S. 143-318.11(a)(6)		
7:45	18	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 1, 2021, Regular Meeting

June 1, 2021, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 1, 2021**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 1, 2021, at 5:30 P.M. remotely with the meeting originating in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the meeting to order at 5:31 P.M. The following were present:

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

Commissioner Wallin opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the following minutes:

- May 13, 2021, Special Meeting (Budget Work Session)
- May 14, 2021, Special Meeting (Budget Work Session)
- May 18, 2021, Regular Meeting
- May 18, 2021, Closed Session

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the May 13, 2021, special meeting (Budget Work Session) minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the May 14, 2021, special meeting (Budget Work Session) minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the May 18, 2021, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the May 18, 2021, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 1, 2021, agenda.

Vice-Chairman Kennedy requested to add an announcement from Vaya and County Manager Geouque requested to add consideration of terminating the County's current State of Emergency.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the June 1, 2021, agenda as amended.

VOTE: Aye-5
Nay-0

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, was not available to provide an update on the Coronavirus (COVID-19).

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Angie Boitnotte, Project on Aging Director, shared information on elder abuse awareness which was recognized each year from Mother's Day through Father's Day with June 15 being designated as "World Elder Abuse Awareness Day."

Ms. Betsy Richards with Social Services read the proposed proclamation declaring June 15, 2021, as "World Elder Abuse Awareness Day."

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

PROPOSED ECONOMIC DEVELOPMENT CAPITAL RESERVE ACCOUNT EXPENDITURE

Mr. Joe Furman, Economic Development Director, stated that the Economic Development Commission (EDC) had recently approved a funding request from the Watauga County Arts Council. The full amount requested and approved by the EDC was \$26,415. \$7,415 of the request was to be allocated from the EDC operating account and \$19,000 was requested from the Capital

Reserve Account with \$8,000 to be used for rebranding and a new website; \$5,000 to be used for tables, chairs, computers, and an event tent; and \$6,000 to be used for the establishment and operation of summer concert series. Board approval was required for expenditures from the Capital Reserve Account.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to approve the \$19,000 Economic Development Commissioner recommended allocation from the Capital Reserve Account to Watauga County Arts Council as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

PROPOSED COURTHOUSE COMPUTER SYSTEMS SOFTWARE LICENSE AND SUPPORT AGREEMENT

County Manager Geouque, on behalf of Register of Deeds Amy Shook, presented a proposed software contract with Courthouse Computer Systems, the current vendor, in the amount of \$36,225. Adequate funds were budgeted to cover the expense.

Commissioner Peralion, seconded by Commissioner Wallin, moved to approve the contract in the amount of \$36,225 with Courthouse Computer Systems for the Register of Deeds software.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

A. Proposed Capital Projects Ordinance for Valle Crucis School

Ms. Misty Watson, Finance Director, presented a proposed capital project ordinance for the proposed Valle Crucis School. The adoption was required by North Carolina General Statutes. The initial amount of the ordinance recognized the \$2,755,650 currently on hand. The ordinance would be amended in the near future to recognize the full funding of the project.

Commissioner Wallin, seconded by Commissioner Peralion, moved to adopt the capital project ordinance in the amount of \$2,755,650 for the proposed Valle Crucis School as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

B. Proposed Capital Projects Ordinance for Establishment and Maintenance of the American Rescue Plan Capital Projects Fund

Ms. Watson presented a proposed capital project ordinance for the American Rescue Plan. The adoption was required by North Carolina General Statutes. The amount of the ordinance recognized \$10,911,724. The ordinance may be amended in the future to recognize additional funding, if forthcoming.

County Manager Geouque stated that the County would received half of the funding soon and the other half next year. Staff would begin bringing projects, potentially including broadband, water/sewer and natural gas (if allowed) to the Board for potential funding.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to adopt the capital project ordinance in the amount of \$10,911,724 for the American Rescue Plan future projects.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2022 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2022 Budget Ordinance for adoption. Below were changes directed by the Board:

Budget Change Summary	
General Fund	
Revenues	Expenditures
	\$900 Court Facilities Jury Commission Expense
	\$7,002 Planning & Inspections Salaries
	\$3,631 Children’s Playhouse increased from \$2,500 to \$6,131
	\$500 WeCAN/Hospitality House increased from \$2,500 to \$3,000
	\$685 Hunger Coalition increased from \$9,315 to \$10,000
	\$2,500 W.A.M.Y. increased from \$2,500 to \$5,000
	\$1,200 Watauga County Arts Council increased from \$8,800 to \$10,000
	\$(1,131) Salaries – Governing Body not increased
	\$(15,287) General and Liability Insurance
	\$ 0 Net change and Overall Budget Increase

Chairman Welch stated that the property tax rate remained at \$0.403 per \$100 of valuation and gave a brief review of the budget which was balanced with no appropriations from the Fund Balance.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adopt the Fiscal Year 2022 Budget Ordinance as presented.

VOTE: Aye-5
Nay-0

VAYA HEALTH ANNOUNCEMENT

Vice-Chairman Kennedy, who serves as the Chair of the Regulatory Compliance and Quality Committee of the Vaya Board of Directors, announced that Vaya and Cardinal Innovations will be consolidating.

Below is a portion of the press release announcing the merger:

“Two of North Carolina’s largest managed care organizations announced today that they will consolidate in preparation for the state’s transformation to Medicaid managed care. Vaya Health and Cardinal Innovations have already begun transition efforts, with Vaya assuming responsibility for coordinating services and supports for Cardinal Innovations members once consolidated. Together, the organizations will work toward a seamless transition focused on integrated, compassionate care for individuals with mental illness, substance use disorders and/or intellectual and developmental disabilities.”

Vice-Chairman Kennedy stated that the consolidation would take approximately one year to finalize and would be good for the counties served by Vaya.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Termination of the County’s State of Emergency

County Manager Geouque presented a proposed termination of the County’s current State of Emergency (SOE). Chairman Welch stated that the only addition to the Governor’s State of Emergency was the inclusion of the County’s chain of command. The Governor’s SOE was still in effect and the County’s SOE could be reinstated, if necessary, in the future.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to terminate the County’s current State of Emergency as presented by the County Manager.

VOTE: Aye-5
Nay-0

B. July Meeting Schedule

County Manager Geouque stated that, historically, only one meeting has been held in July due to all the work which had been done on the budget as well as the July 4th holiday. Also, historically, at the beginning of a new fiscal year there was limited business for the Board’s consideration. The Manager recommended cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which would be July 20.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to cancel the first meeting in July with the next regular meeting scheduled for July 20, 2021.

VOTE: Aye-5
Nay-0

C. Boards and Commissions

County Manager Geouque presented the following:

Economic Development Commission

A term on the Economic Development Commission (EDC) was to expire in June. The term would be for three years and members were eligible to be appointed for two consecutive terms. Mr. Tim Hodges has served two terms and was, therefore, ineligible for reappointment; a new appointee was needed. Commissioner Turnbow stated that the EDC was still evaluating and discussing potential recommendations for the appointment.

Valle Crucis Historic Preservation Commission

Maria Hyde, the current Chair of the Valle Crucis Historic Preservation Commission (VCHPC) has moved or soon will move out of Watauga County which would require her replacement. Two people have expressed interest in being appointed to replace her. Membership consists of three resident property owners of the historic district, and two members of the Valle Crucis Community Council, regardless of whether they live in the historic district. Mrs. Hyde filled one of the resident property owner slots. Mrs. Rachel Ward who, along with her husband, purchased the Hyde's house and was interested in being appointed to the Commission. Also interested was Mr. Pat Brown, who lives in the district along with his wife, Jennifer Stoeber. Both qualify to fill the position. This was a first reading and, therefore, no action was taken.

D. Announcements

Chairman Welch congratulated Ms. Diane Deal upon her retirement as the Watauga County Clerk of Court and Mr. Charles Haynes upon his being appointed and sworn in as the Watauga County Clerk of Court.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:14 P.M., Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Commissioner Wallin, moved to resume the open meeting at 7:24 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adjourn the meeting at 7:24 P.M.

VOTE: Aye-5
Nay-0

John Welch, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JUNE 15, 2021, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

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AGENDA ITEM 5:

VAYA HEALTH UPDATE

MANAGER'S COMMENTS:

Mr. Brian Shuping, Executive Director – Community Relations for VAYA Health, will update the Board on Medicaid transformation and specific data related to Watauga County.

The presentation is for information only; therefore, no action is required at this time.

Vaya Health Update for

Watauga County

Brian Shuping, Executive Director, Community Relations



VAYAHEALTH



DHHS Goals for Medicaid Transformation

- Deliver whole-person care
- Unite communities to address member needs and deploy cost-effective solutions
- Transition to provider-based care management at site of care
- Improve member experience
- Reduce provider administrative burden
- Support a healthier North Carolina
- Address unique needs of historically marginalized populations

North Carolina Prepaid Health Plans

Managed care plans, also known as Prepaid Health Plans (PHPs), will be paid capitated payments by DHHS to manage the care of eligible Medicaid and NC Health Choice beneficiaries

There will be three types of PHPs:

- Standard Plans
- Tailored Plans
- Tribal Option

Standard Plans and Tailored Plans: What are They?

Standard Plans will serve the majority of the Medicaid population using a whole person care approach that includes both physical health and behavioral health services

- Four statewide Standard Plans (commercial insurers) serving the six health regions and one Provider Led Entity (PLE) serving Regions 3 and 5
- Standard Plans launch July 2021

Tailored Plans offer a whole person care approach for individuals with more complex behavioral health or IDD needs, managing physical health services and specialty care needs

- Legislation states that there will be no fewer than five and no more than seven Tailored Plans
- Tailored Plans launch July 2022 (estimated)

Medicaid Transformation by the Numbers: Watauga County

5,566

Current Medicaid-eligible residents



5,049

Estimated Medicaid members moving to Standard Plans in July



517

Estimated Medicaid members staying with Vaya after July Standard Plan launch



DAYMARK Recovery Services:

Dedicated to Health and Recovery in Watauga County

In FY 2020, DAYMARK provided **14** services to **1371** Watauga County residents

- Of those who received services, 64% were indigent or without insurance and **23%** were Medicaid members (both groups are covered by Vaya Health)
- Number of Watauga Residents seen in other Daymark covered counties: **240** unduplicated patients
- There has been no disruption to services during the COVID-19 pandemic—residents can be seen in person at the Watauga Center or via telehealth
- Daymark received no PPP funding, making Vaya support paramount to sustainability

DAYMARK Recovery Services: **Dedicated to Health and Recovery in Watauga County**

Ensuring residents have access to crisis services is a priority for DAYMARK and Vaya

In FY 2020, **472 walk-ins** (no appointment, stated in crisis) accessed care at the Watauga Center

- Of those, **470** were able to return home after crisis resolution (49 were classified as hospital diversions) and 2 were sent to a higher level of care

DAYMARK Recovery Services:

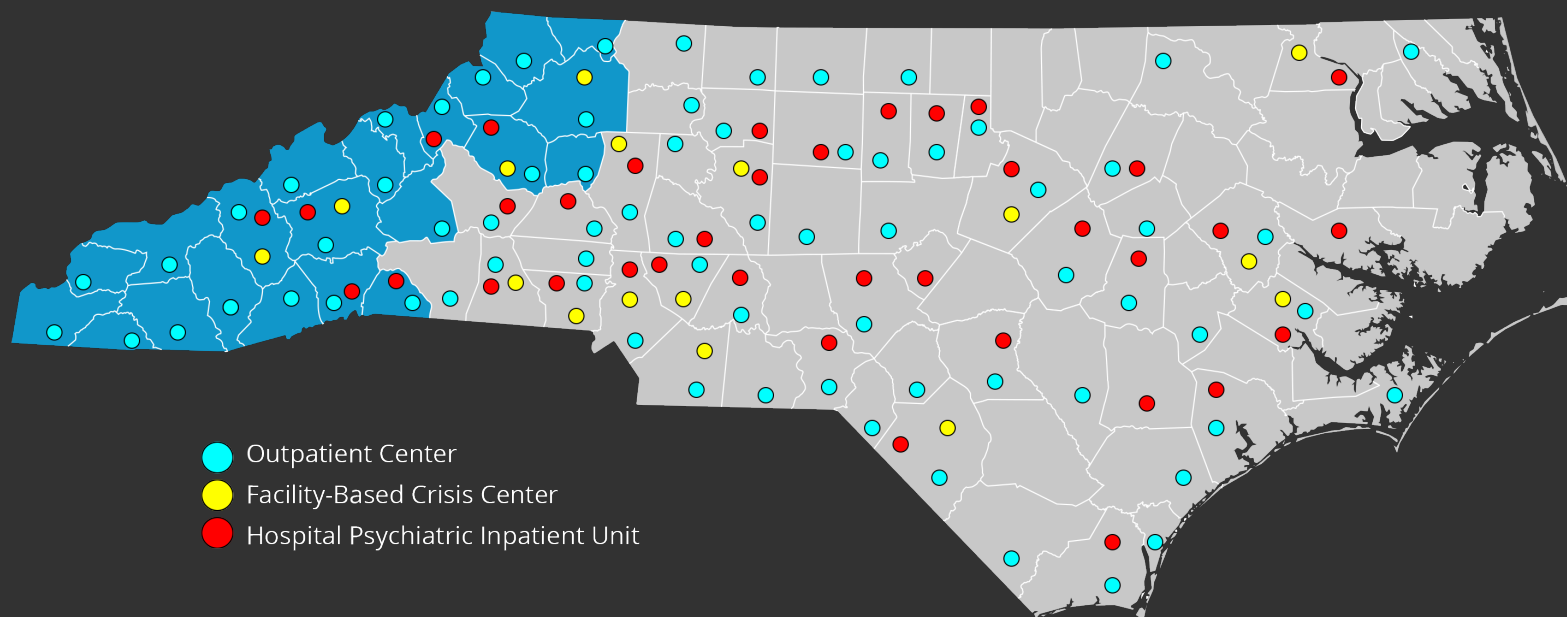
Dedicated to Health and Recovery in Watauga County

Measurable Economic Impact to Watauga County:

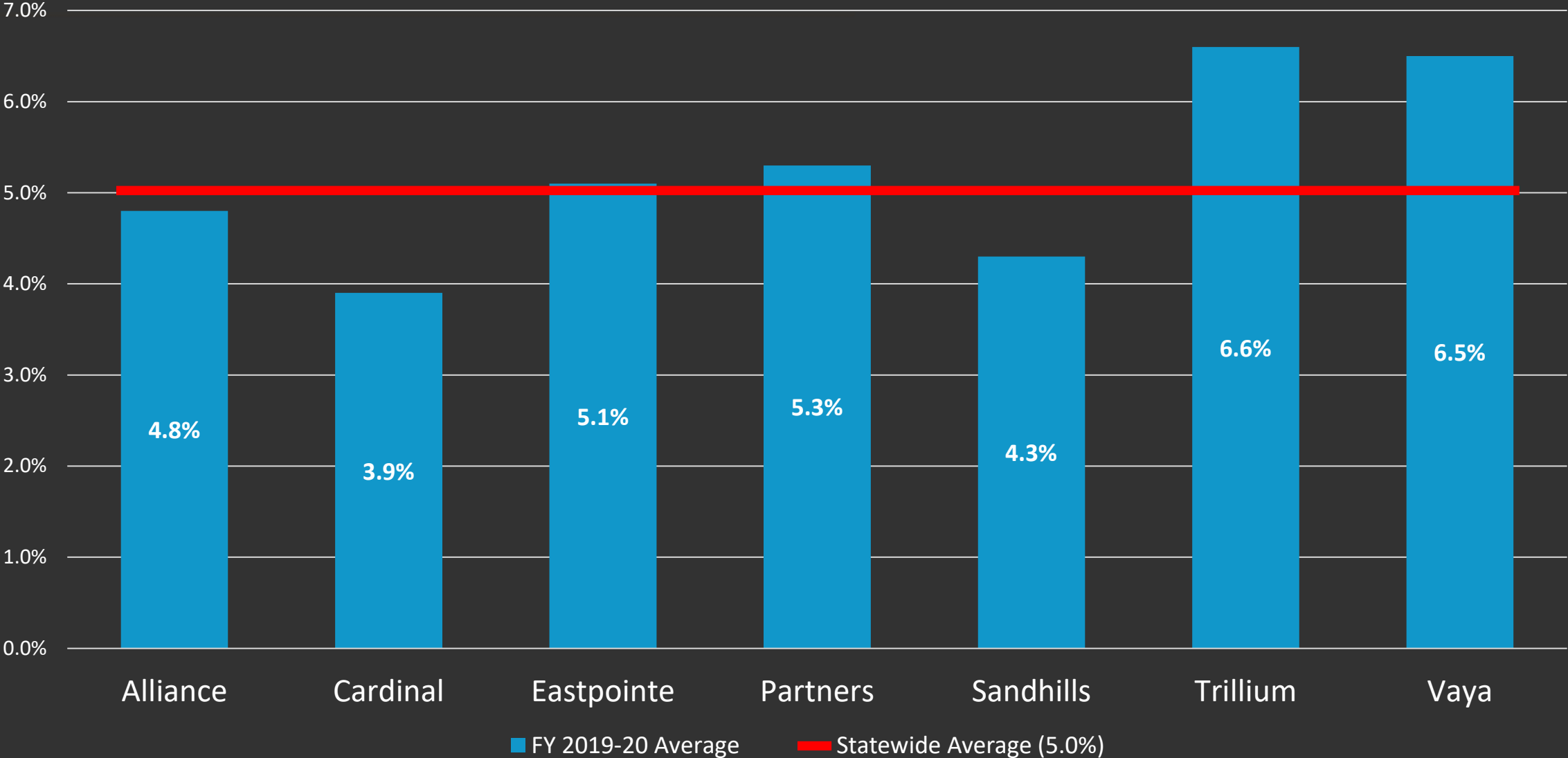
- The Watauga Center has **26** with **12** of those Staff being Watauga County Residents.
- We have an additional **11** Watauga County Residents work in other Daymark Offices outside of Watauga County.
- In FY 2020, our Actual budget was **\$1,510,437** with almost all of this funding being spent in Watauga County.

Robust Access to Care

- Members have access to care in county and out of county
- Vaya maintains contracts with providers across **84** counties with **1,195** specific site locations and **2,708** licensed practitioners so members can receive care where it is most convenient for them
- We maximize State funding to meet as many needs as possible



FY 2019-20 Non-Medicaid Members Served

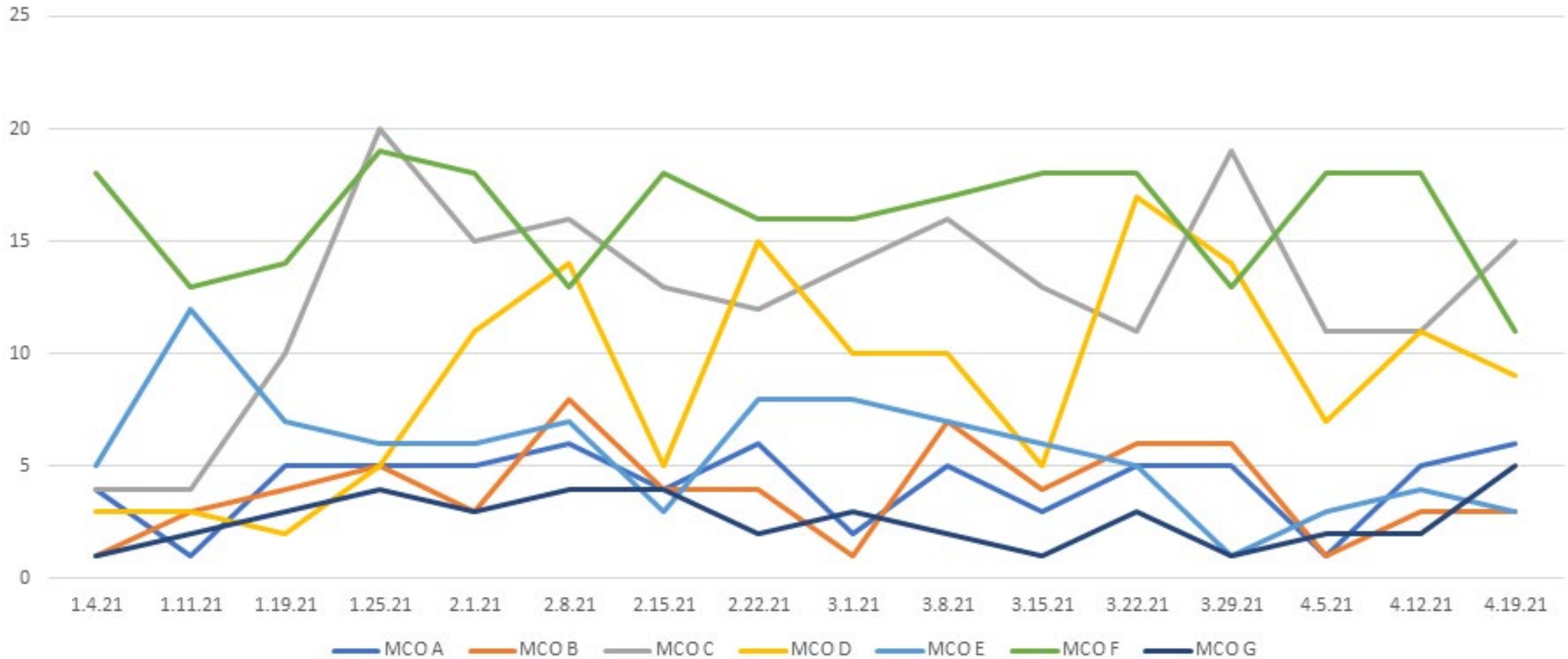


Commitment to Supporting Law Enforcement and Jail and ED Diversion

- Investment in Law Enforcement Assisted Diversion (LEAD) programs
- Jail based Medication Assisted Treatment (MAT) programs
- Jail based assessment and treatment programs
- First Responder Rapid Response program

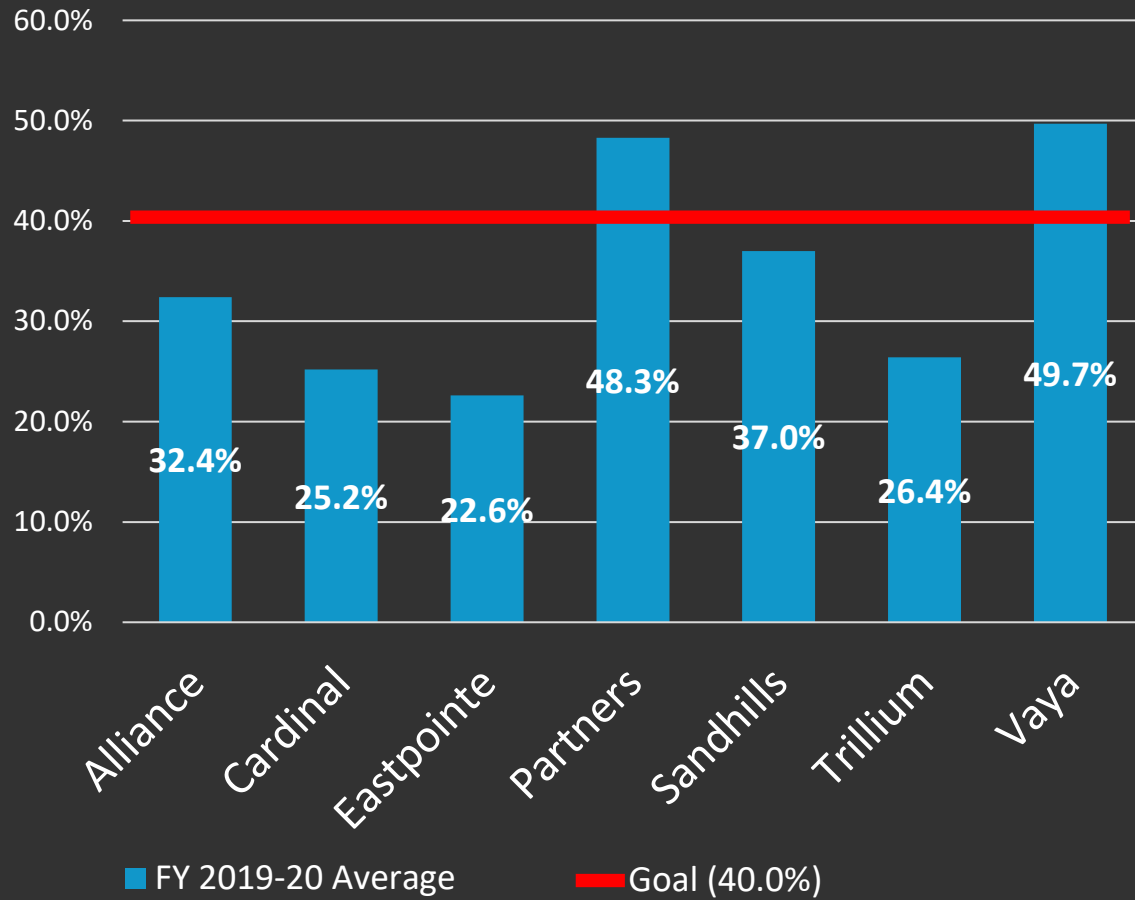


LME/MCO ED (Youth) Trend

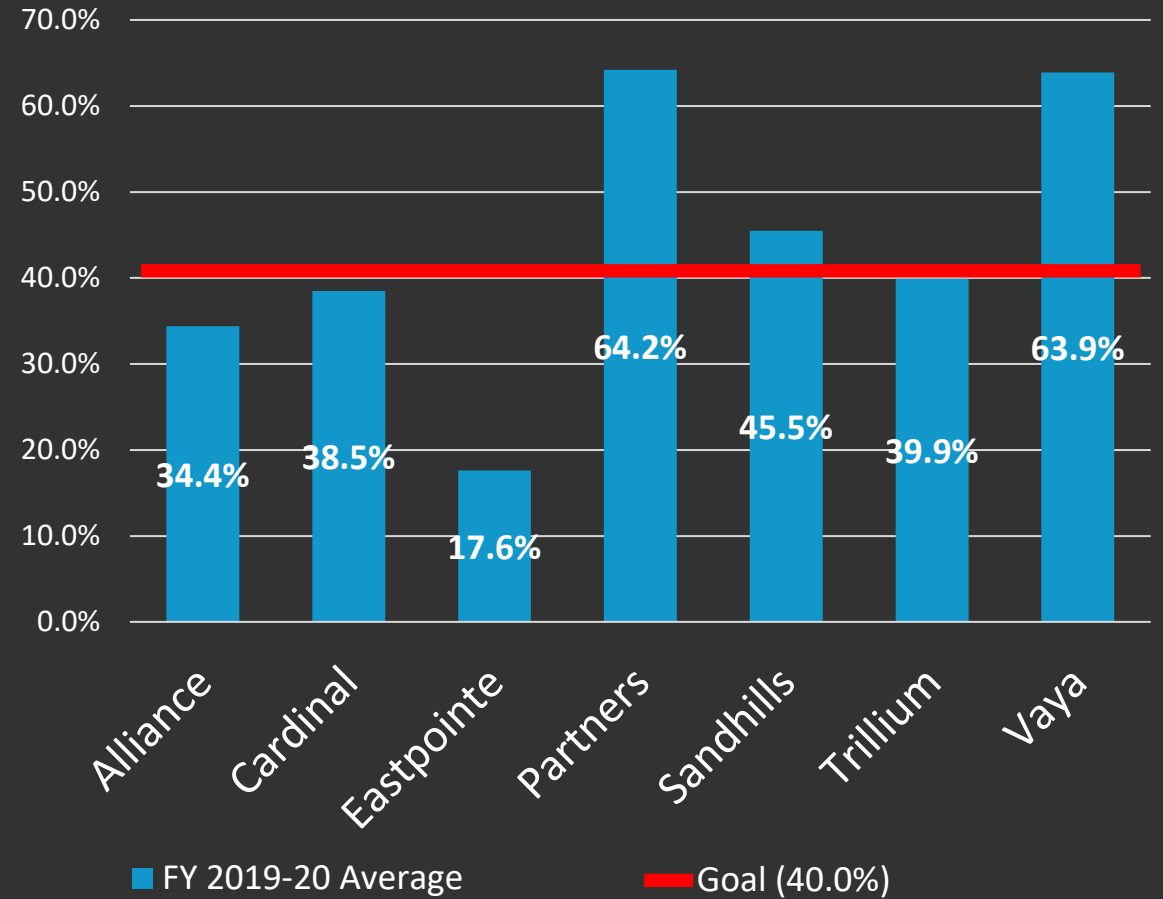


MCO B = Vaya Health

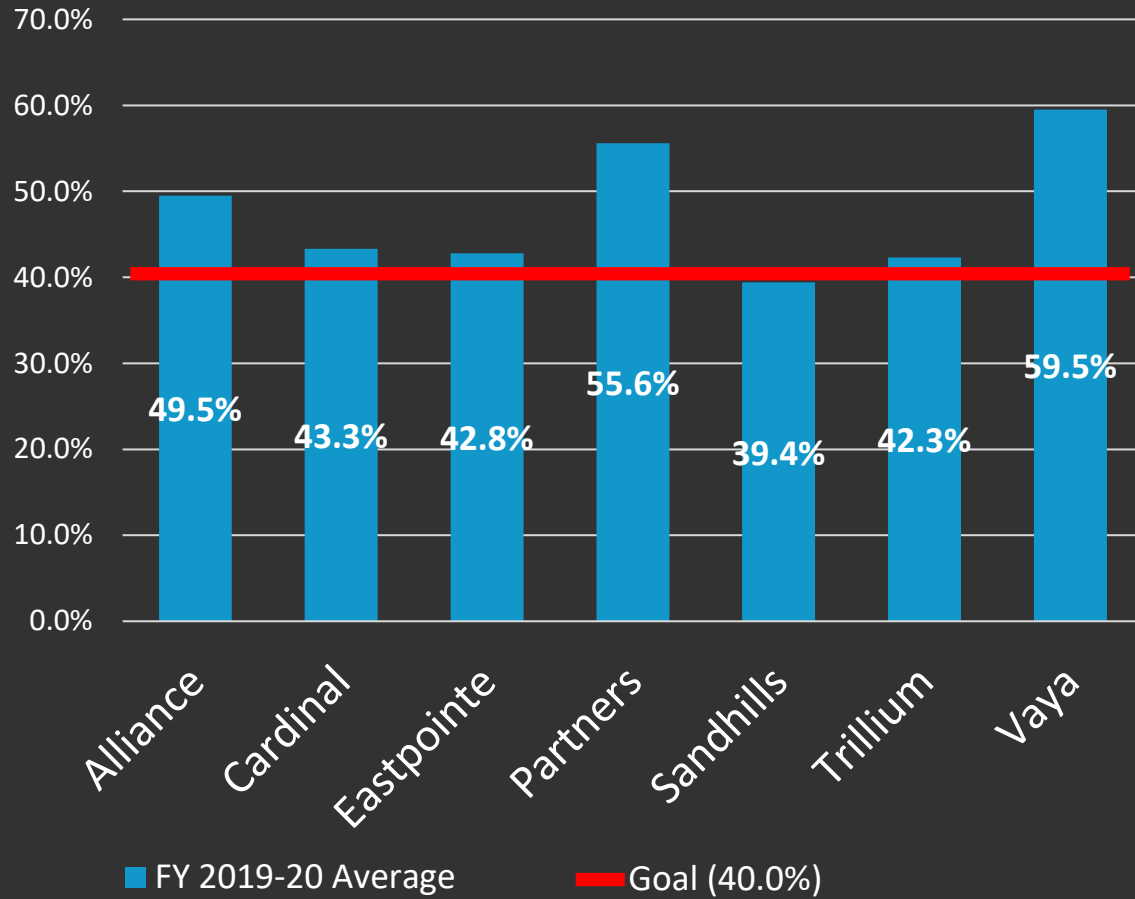
FUAD DMH MH FY 2019-20 AVERAGE



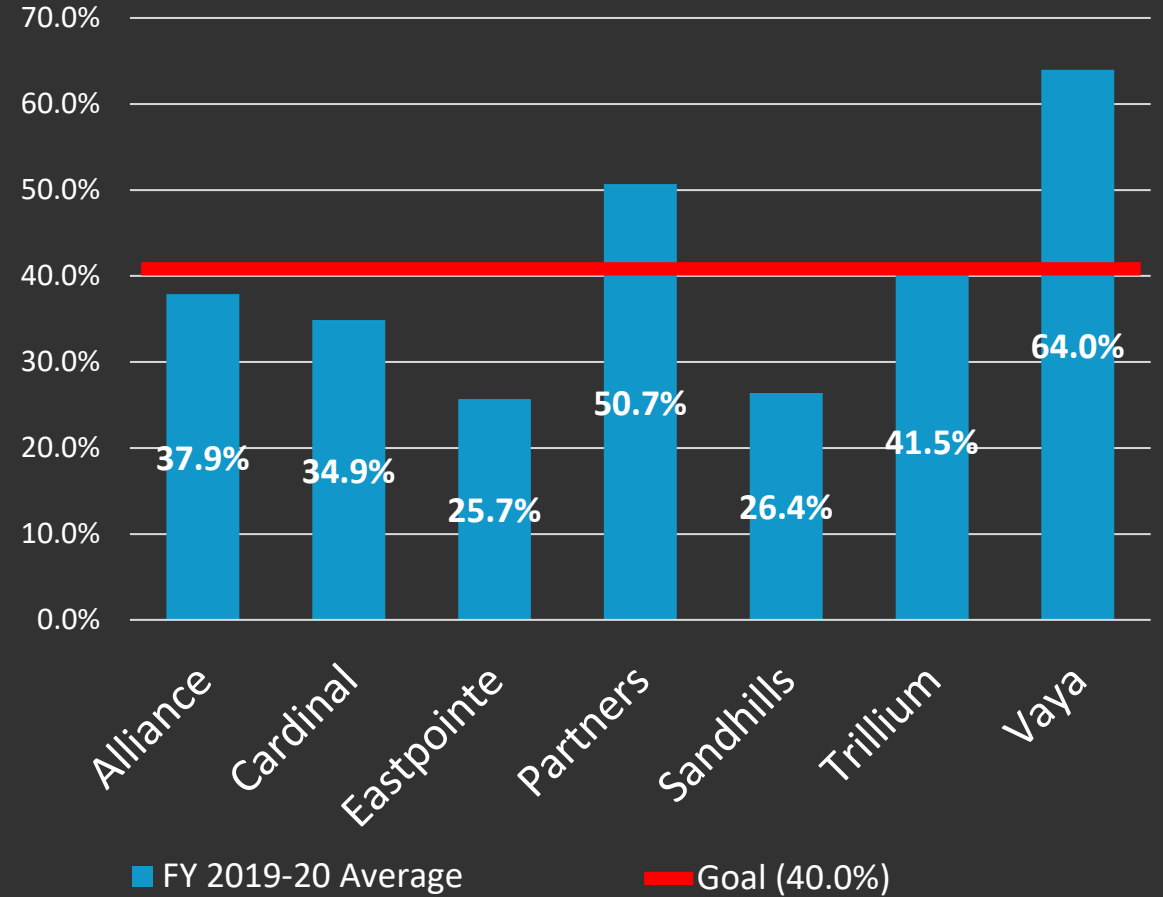
FUAD DMH SUD FY 2019-20 AVERAGE



FUAD DHB MH FY 2019-20 AVERAGE



FUAD DHB SUD FY 2019-20 AVERAGE



Investment in Comprehensive Regional Crisis Services

- Increased funding to Mobile Crisis Management teams to expand access and reduce response times across the Vaya region
- Expanded access to Facility-Based Crisis services
 - Four Adult FBCs and one Child FBC located in and serving the Vaya region
 - Expanded access at Synergy Recovery (Wilkes) - IVC
 - Out-of-catchment access availability
- Emergency Respite beds located across the Vaya region

Synergy Recovery at The Shirley B. Randleman Center

- Newly-renovated regional facility-based crisis facility
- 16 beds available exclusively to Vaya Health members
- IVC designation in process (within next 12 months)
- Provides mental health and substance use disorder services

Collaborative Efforts with Watauga County Department of Social Services

- Comprehensive Treatment services to support DSS, children and families
 - Single Point Assessment (comprehensive, trauma-informed assessments)
 - Access to outpatient therapy and psychiatry services
 - Treatment Alternatives for Sexualized Kids (TASK)
 - Intercept (designed specifically for DSS)
 - Intensive In-Home Services
 - Multi-systemic Therapy
 - Transitional Youth Services
 - Peer and Family Partners
- Emergency respite beds
- Shared case staffings



Supporting Independence for Individuals with Intellectual/ Developmental Disabilities (I/DD)

- Among the seven LME/MCOs in the state, **Vaya has the fewest members in ICF-IID facilities—26% fewer individuals than neighboring LME/MCO**
- Vaya's model is being used as a guide for fellow LME/MCOs to follow



Community Trainings

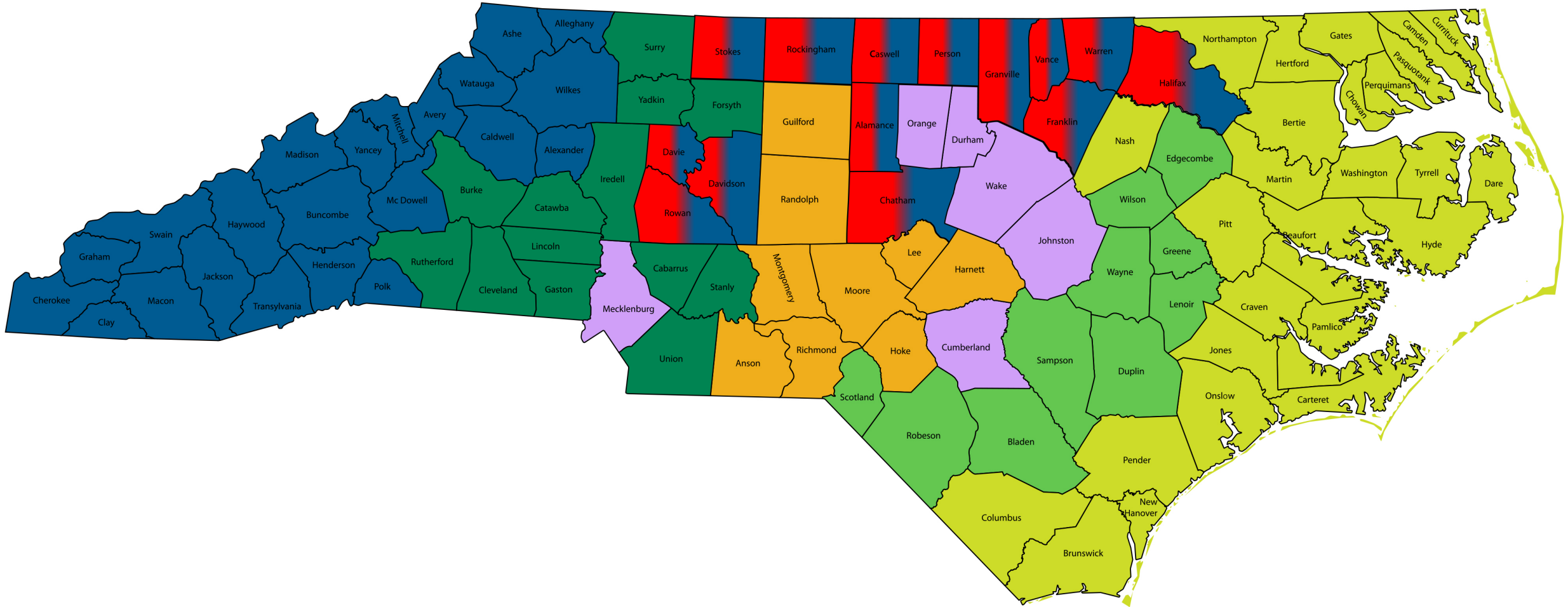
- The Program Implementation Team will network with trainers in the community to expand training access and opportunities for families and local organizations
- Trainings will focus on trauma-informed care and resiliency-building
- Trainings identified as needing wider dissemination in communities include:
 - Youth Mental Health First Aid
 - Wellness Recovery Action Planning (WRAP)
 - Counseling on Access to Lethal Means (CALM)
 - Question, Persuade, Refer (QPR) Suicide Prevention

June 1, 2021

VAYA HEALTH AND CARDINAL INNOVATIONS ANNOUNCE CONSOLIDATION

Managed care organizations join under Vaya Health leadership to bring strength and stability to public behavioral health care in North Carolina





Our Commitment

- Our highest priority is the health, stability and safety of the members we are privileged to serve.
- Consolidation of the two organizations under Vaya Health leadership creates a stronger health plan that will minimize disruption in care, meet community needs, and effectively prepare for integrated care through Medicaid transformation.
- Vaya and Cardinal Innovations are confident that our organizations will work together efficiently and effectively to merge seamlessly for the benefit of the counties they serve and North Carolina's public health system as a whole.

Our Commitment

- This was not a decision made lightly, and leadership from both organizations are committed to: ensure a seamless transition for Cardinal's members, providers, stakeholders and employees, retain Cardinal staff and relationships wherever possible, and successfully go live as a BH and I/DD Tailored Plan.
- We plan to have a formal consolidation agreement in place as soon as possible and look forward to working with the Department for approval. Consolidation will be overseen by a joint steering committee consisting of Board members and staff from each organization and will be complete by June 30, 2022.

Our Commitment

- Right now, nothing is changing for members or providers. All services, authorizations, staff, provider contracts and other agreements remain in place. Vaya will be reaching out to representatives from all counties to learn more about their concerns and challenges and begin to establish a plan to stabilize relationships and collaboratively address the critical needs of each community.
- Vaya and Cardinal Innovations will be communicating jointly whenever possible and will coordinate all efforts related to transition planning. Activities will begin immediately, with the goal of quickly finalizing a formal agreement and transition plan for approval by both Boards and DHHS.

Vaya Health Walk-in Center Report

Watauga County

FY21 Q3

January 1, 2021 – March 31, 2021

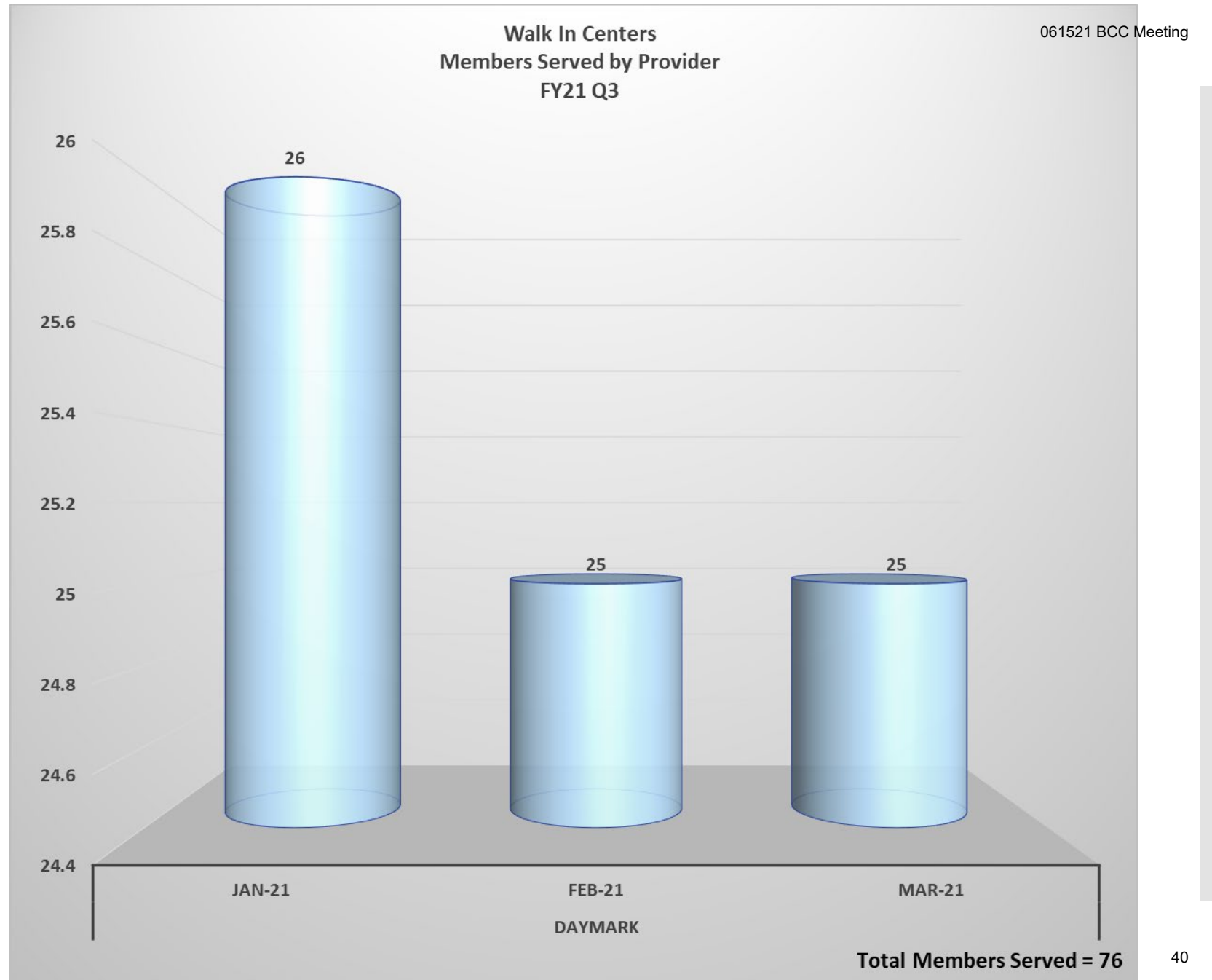


Walk-in Center Watauga County

- Provide urgent, emergent, and routine clinical and psychiatric assessments and services
- Goal is to stabilize individuals, avoid hospitalizations and provide rapid access to services
- In addition to assessment and stabilization, services include:
 - Crisis planning
 - Medication management
 - Outpatient treatment
 - Short-term follow-up care

Walk-in Center Watauga County

Number of members
served by Report
Period
FY21 Q3



Walk-in Center Watauga County

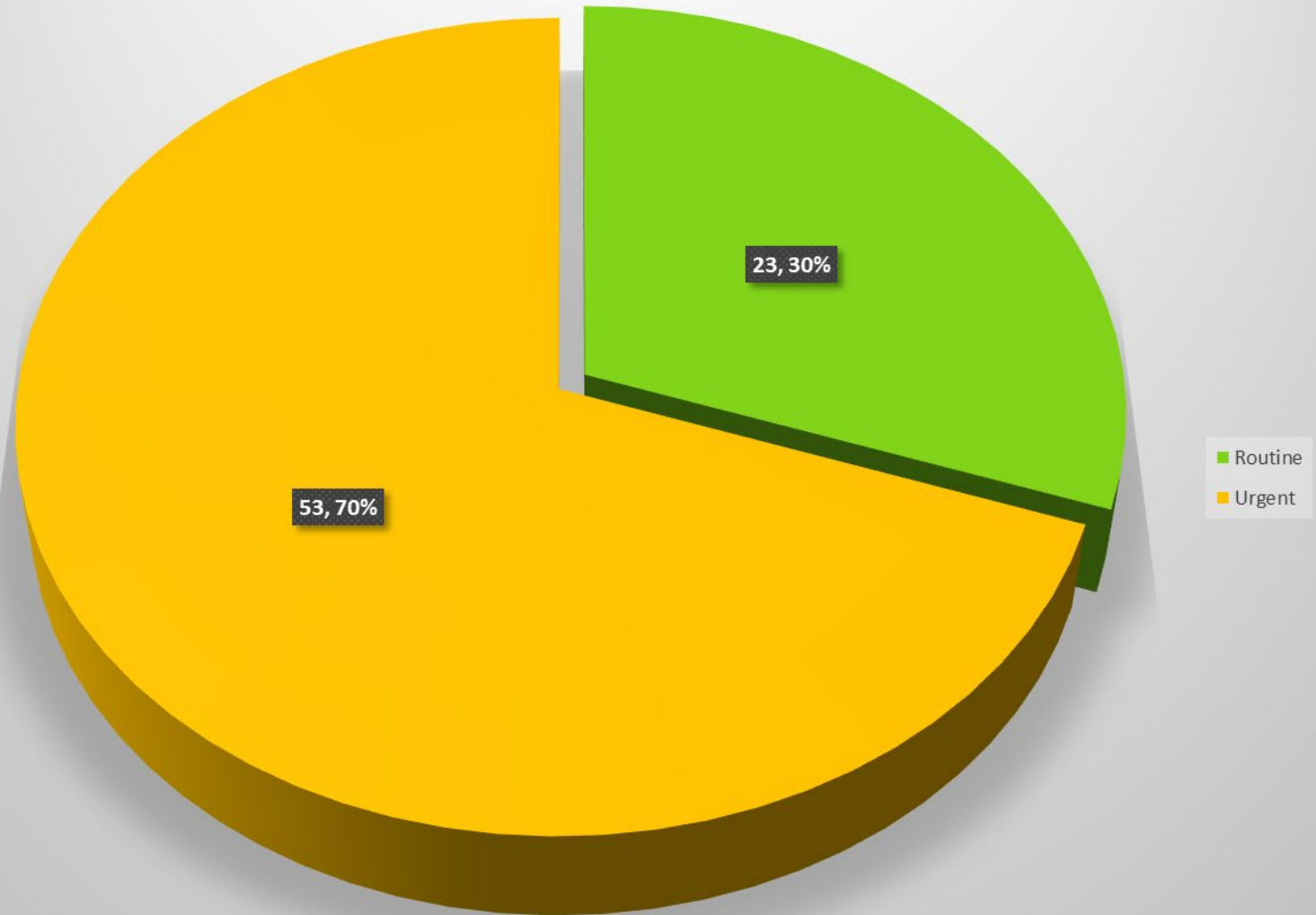
Intensity of Need
FY21 Q3

Routine

Urgent

Emergent

Walk in Centers Intensity of Need FY21 Q3



Urgent or Emergent Dispositions = 70%

Walk-in Center Watauga County

Emergent and Urgent
Dispositions
FY21 Q3

Walk in Centers Urgent and Emergent Dispositions FY21 Q3



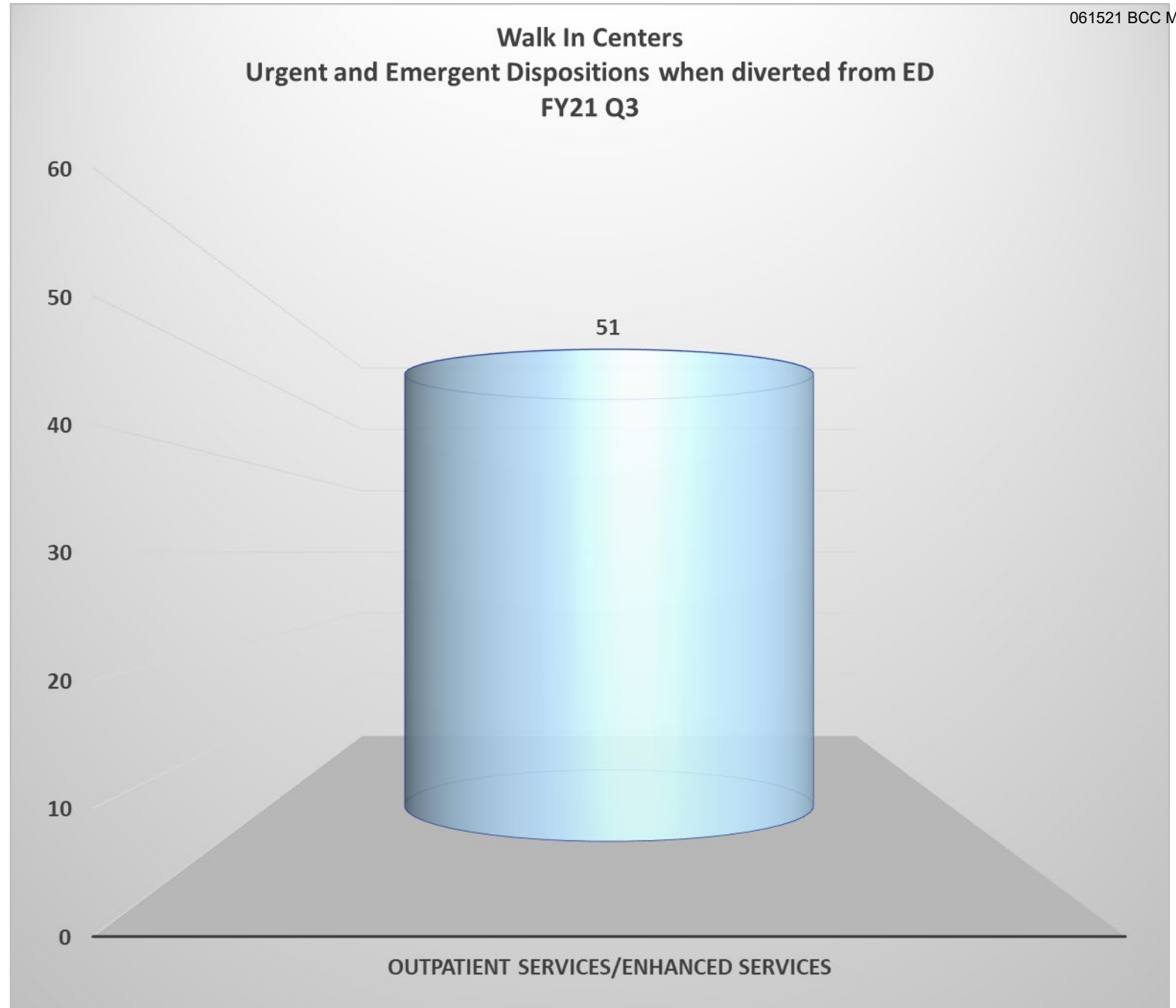
■ Diverted

51, 100%

Total = 51

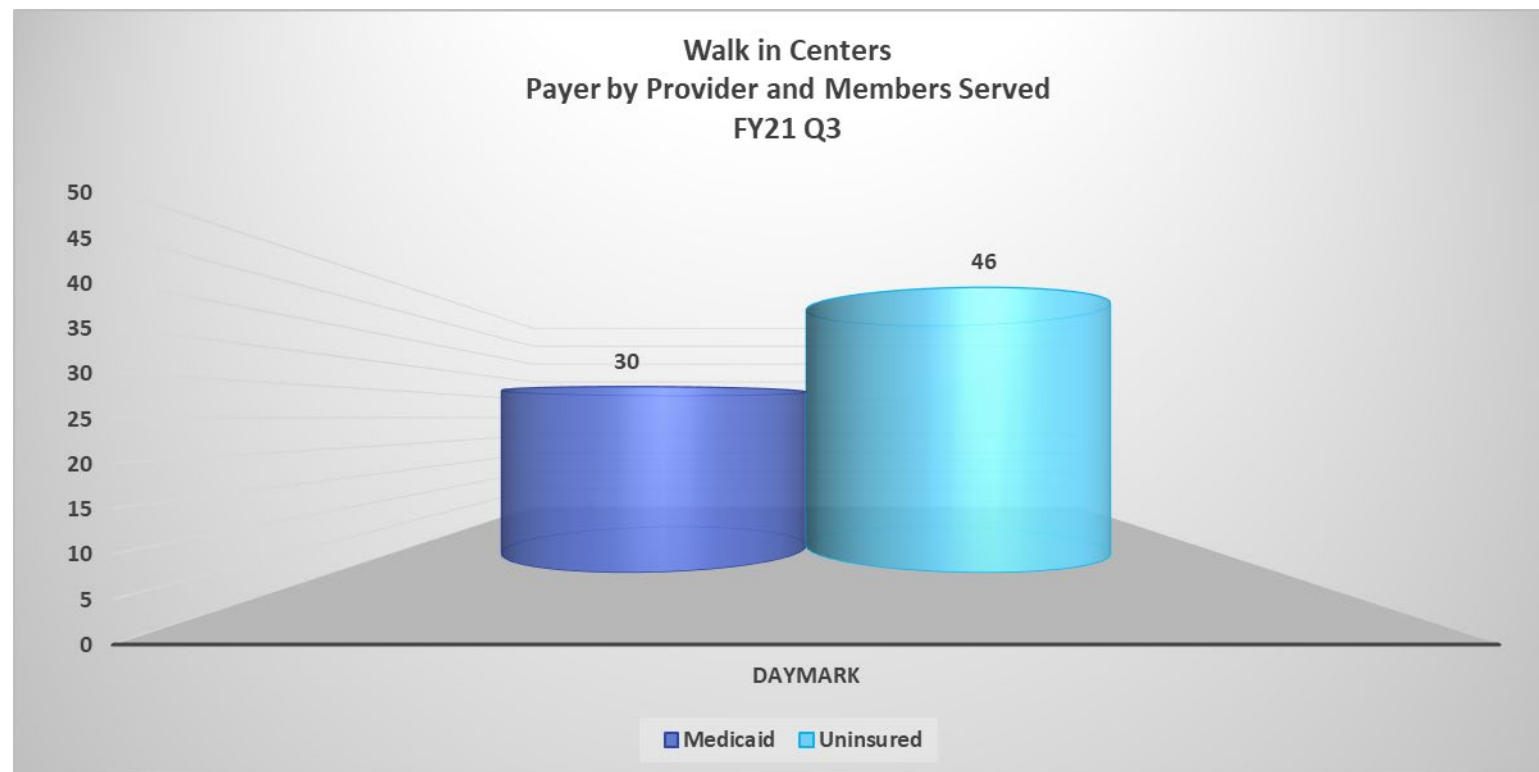
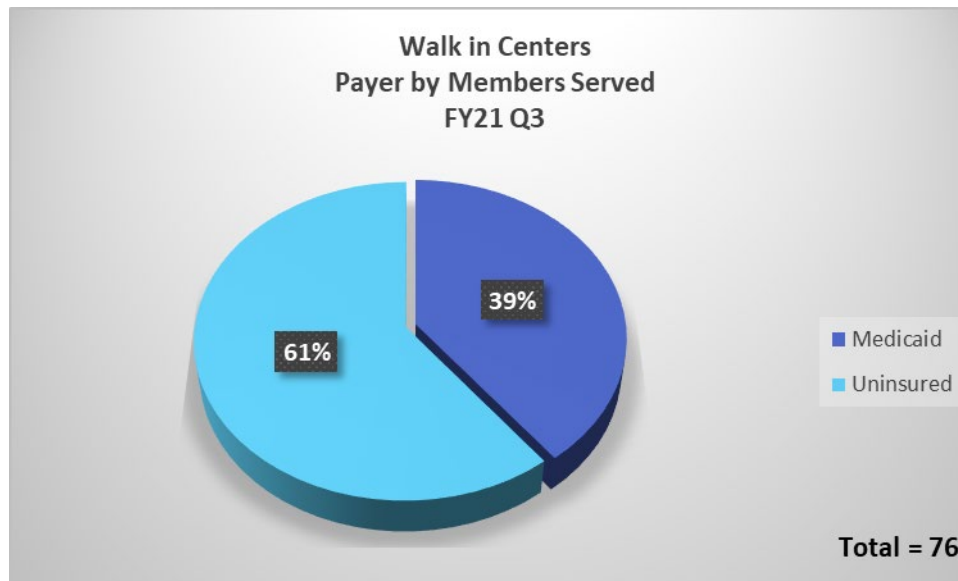
Walk-in Center Watauga County

Emergent and Urgent
Dispositions for CCA
and Crisis Assessments
FY21 Q3



Walk-in Center Watauga County

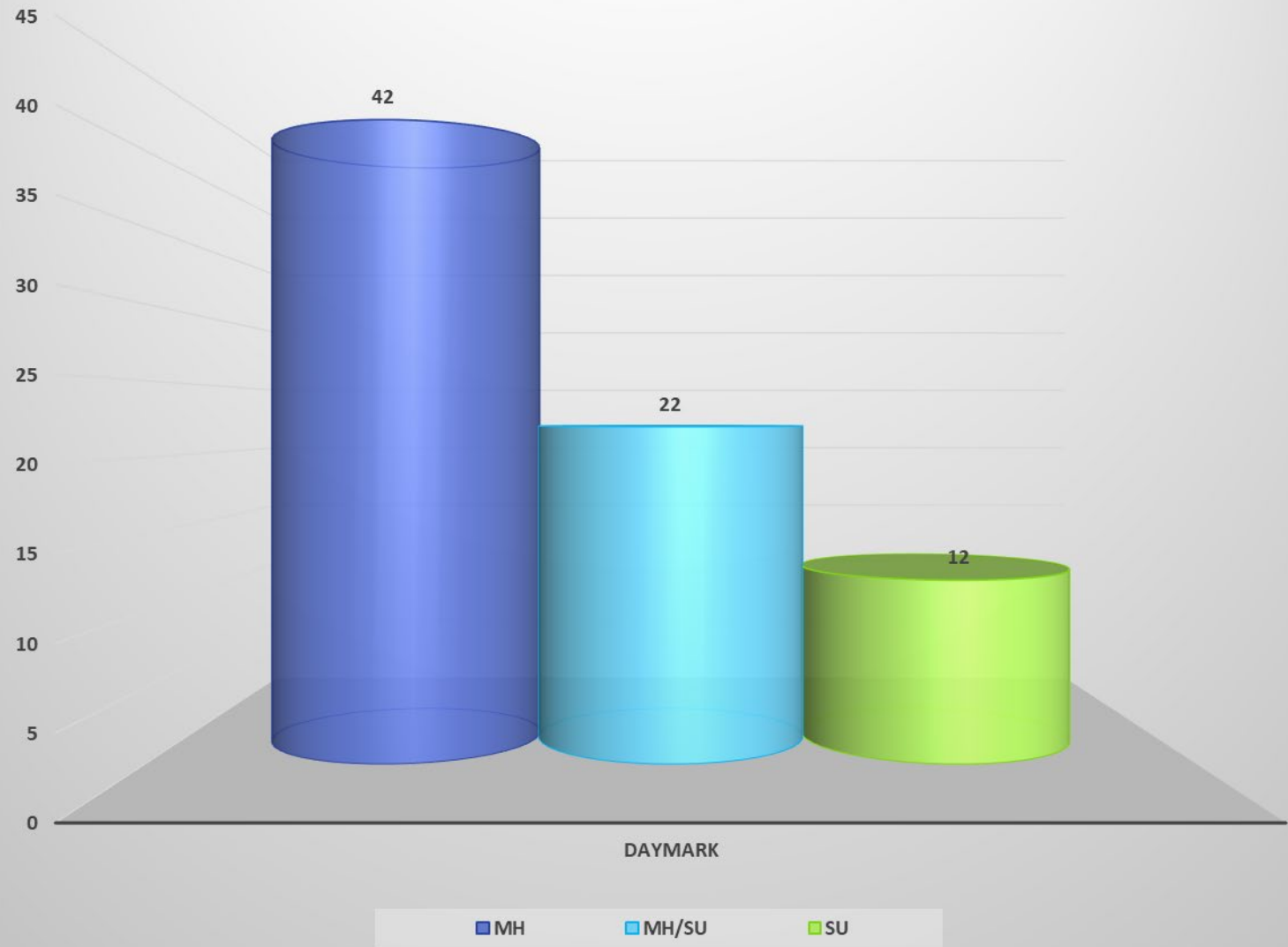
Payer by Members Served and Provider FY21 Q3



Walk-in Center Watauga County

Disability Types Served
FY21 Q3

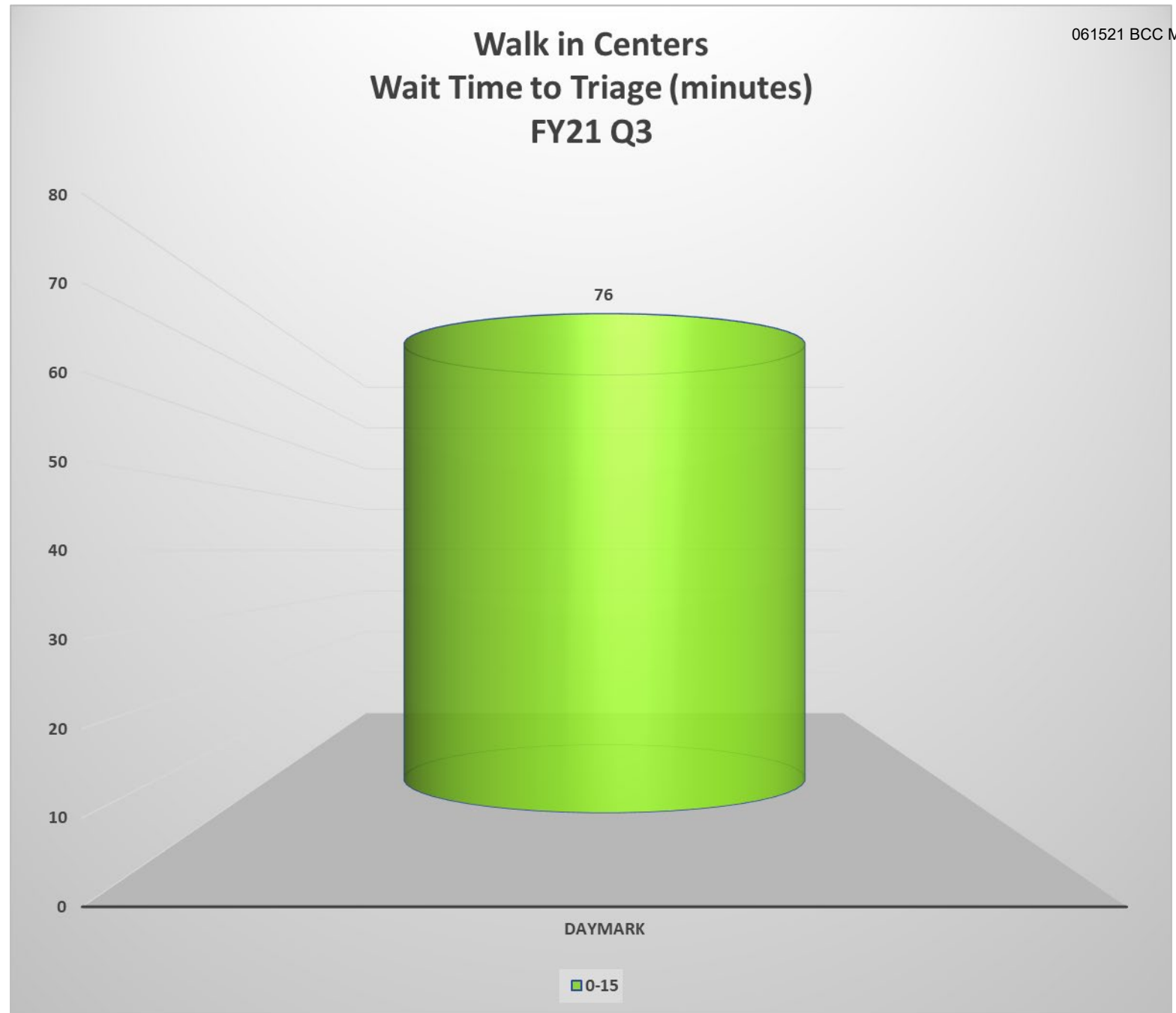
Walk In Centers
Disability Types Served by Provider
FY21 Q3



Total = 2161

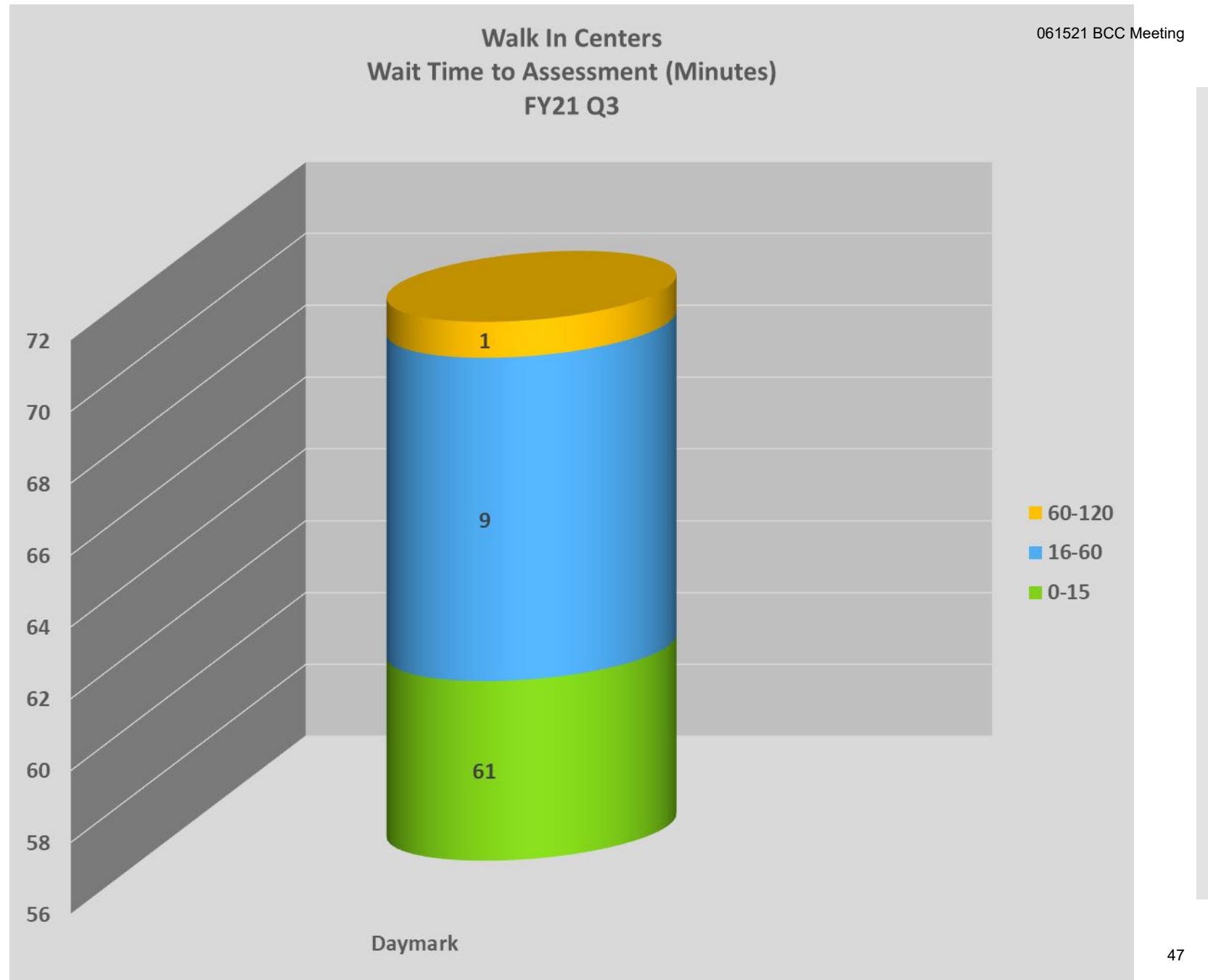
Walk-in Center Watauga County

Wait time from arrival
to triage by provider
FY21 Q3



Walk-in Center Watauga County

Wait time from Arrival
to Assessment by
provider
FY21 Q3



Walk-in Center Performance

Watauga County

FY21 Q3

- The Walk-in Center in Watauga County was designed to serve a high volume of individuals quickly and efficiently.
 - 76 individuals served during the 3rd quarter
- 30% of individuals who accessed Walk-in Center in Watauga County were determined to have routine needs and were seen on the same day.
 - Of the 70% of individuals who were determined to have urgent or emergent needs, 100% were served within the Walk-in Center and did not go to the Emergency Department for care.
- 61% of the individuals who accessed Walk-in Center Watauga County were uninsured and required State funding to support their care.

AGENDA ITEM 6:

HIGH COUNTRY FOOD HUB UPDATE

MANAGER'S COMMENTS:

Mr. David Walker, Blue Ridge Women in Agriculture, will be requesting Board approval to add an additional walk-in cooler at the High Country Food Hub. Golden LEAF Foundation provided funding in the amount of \$108,000 to pay for the cooler, delivery truck, and develop satellite pick-up locations.

Board approval is required to approve the purchase and location of the walk-in cooler at the Agricultural Extension building (Food Hub).



Watauga County

Satellite Pick-up Location Expansion Project through support from the Golden LEAF Foundation and Resourceful Communities

2021-2022

—

Blue Ridge Women in Agriculture

PO Box 67

Boone, NC 28607

Overview of Recent Accomplishments

Thanks to the support of its producers, customers, partners, and funders, the High Country Food Hub has seen steady growth in its core components — opening new markets to local food producers and a central storage facility for farmers.

2020 Accomplishments include:

- 1,353 new customers
- 15,659 total orders placed
- \$865,650.76 in total sales (Total 2019 Sales: \$205,938.80, Total 2018 Sales: \$103,128.70)
- 84 active producers, listing 1,000+ product varieties each week in 2020
- Expanded storage capacity to include 1 new walk-in cooler
- Developed an 8-week emergency local food-box program for 89 out of work hospitality workers with Carolina Farm Stewardship Association
- Profiled by regional news outlets and organizations, including: the Mountain Times, Watauga Democrat, High Country Press, Boone Area Chamber of Commerce, Winston-Salem Journal, and WNC Magazine
- Recipient of the Boone Area Chamber of Commerce's everGREEN award

Each week, 84% of dollars spent at the Food Hub is paid to High Country producers for their products. This resulted in over \$727,146 in income for 2020.

Consumer Demand Requires Additional Pick-up Locations

For the last several years, the High Country Food Hub has recognized that additional pick-up locations are a key growth strategy.

Customers regularly request additional times and locations in the Food Hub's twice-a-year customer surveys.

In a January, 2021 survey of 400 customers who shopped at the Food Hub from March-July 2020, but stopped after that point:

34% said that they would continue to shop if a satellite pick-up were an option

These customers left because the Food Hub became less convenient when stay-at-home orders were lifted. Satellite pick-up locations would reclaim and build upon these 137 weekly customers. A \$7,472 known loss in sales each week due to the convenience factor.

Dedicated Local Food Consumers

The High Country Food Hub has shown strong gains in customer recruitment, customer retention, and producer revenues since its first full year of operation in 2018.

From 2018-2019, the Food Hub nearly doubled its revenue. The Food Hub reached significant milestones in 2020, recruiting 1,353 new customers and facilitating \$865,650.76 in total sales. Many of these customers continue to shop weekly or monthly at the Food Hub.

33% of the Food Hub's average number of consumers ordered every week from 7/7/2020 to 9/15/2020 and purchased \$100 or more.

When local food is convenient for the customer to access, the customer dependably chooses local food. However many customers stopped shopping because the downtown Boone pick-up location became less accessible for their schedule when they returned to work.

In a January 2021, survey of lost Food Hub customers, 95+ respondents wrote a statement similar to this former customer: "I would love to have a more convenient way to pick up food from the Food Hub. We live in Blowing Rock right now."



Satellite Pick-up Location Plan

- Develop 5 already-identified satellite locations.
- Purchase and install additional infrastructure.
- Launch site-specific marketing activities.

Based upon Blue Ridge Women in Agriculture's experience developing the High Country CSA (2016-2018) and relationships with food hubs of a similar-size and located in similar, rural communities, satellite pick-up locations offer customers increased convenience to access local food in their natural paths.

Developing Satellite Pick-up Location Sites

Based upon BRWIA's previous experience offering satellite pick-up locations in Watauga County with the High Country CSA and through work with the Boone Area Chamber of Commerce, Blowing Rock Chamber of Commerce, and Watauga Economic Development Commission, BRWIA plans to develop 5 pick-up locations in Watauga and Ashe Counties.

Targeted sites include:

- Blowing Rock Farmers' Market (Blowing Rock, Watauga)
- ECRS/State Farm Road (Boone, Watauga)
- High Country Commercial Kitchen (Jefferson, Ashe)
- The Original Mast General Store/Rivercross (Valle Crucis, Watauga)
- Samaritan's Purse/Deerfield Road (Boone, Watauga)

Additional future sites include:

- Booneshine/East Boone (Boone, Watauga)
- Appalachian Regional Health System area (Boone, Watauga)

From June-August, 2021 BRWIA plans to confirm these satellite pick-up locations and to develop a site plan for their operation.

Infrastructure

To develop the project, additional walk-in cooler space, supplies, and a delivery vehicle are required.

BRWIA will work with Jim Richardson Refrigeration & Appliance to install a 10x25' walk-in cooler at the High Country Food Hub. Jim Richardson's company has installed 3 walk-in freezers and 2 walk-in coolers in the Food Hub's space and currently maintains the equipment.

BRWIA will purchase delivery coolers, boxes, freezer packs, bags, labels, and organizational bins to safely organize and transport customers' orders to satellite pick-up locations.

BRWIA will also work with its partners the Hunger & Health Coalition of Boone and TRACTOR of Burnsville to purchase a delivery vehicle similar to the model that they use.

Outcomes

- Launch 5 satellite pick-up locations beginning in late August 2021
- Increase the number of consumers who make monthly use of the High Country Food Hub through satellite pick-up locations, by 150
- Generate \$7,472 in average weekly revenue (\$381,072 annually), based upon an average of \$55.28 spent by each customer from 2018-2020
- Connect 64-69 of 84 total producers each month with access to the Food Hub's agricultural facility and market channel

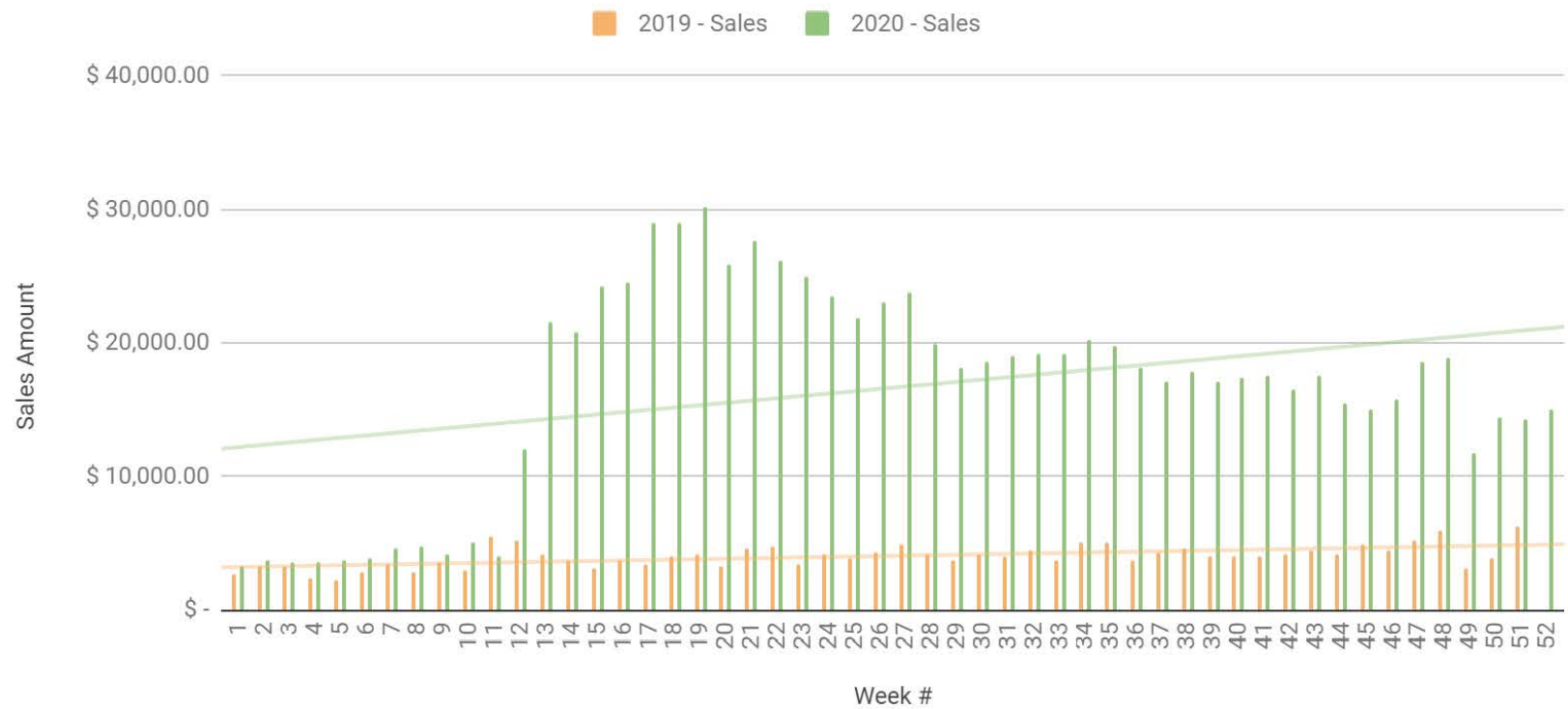
Project Budget

Golden LEAF	Revenue Generated through the High Country Food Hub's Primary Site	Resourceful Communities	Revenue Generated through the High Country Food Hub's Satellite Pick-up Sites	Total project budget
\$108,000.00	\$24,569.70	\$1,793.99	\$10,568.38	\$144,932.07

Food Hub Growth By the Numbers

The Food Hub has seen significant growth and retention over the last several years. The following charts and figures describe that growth:

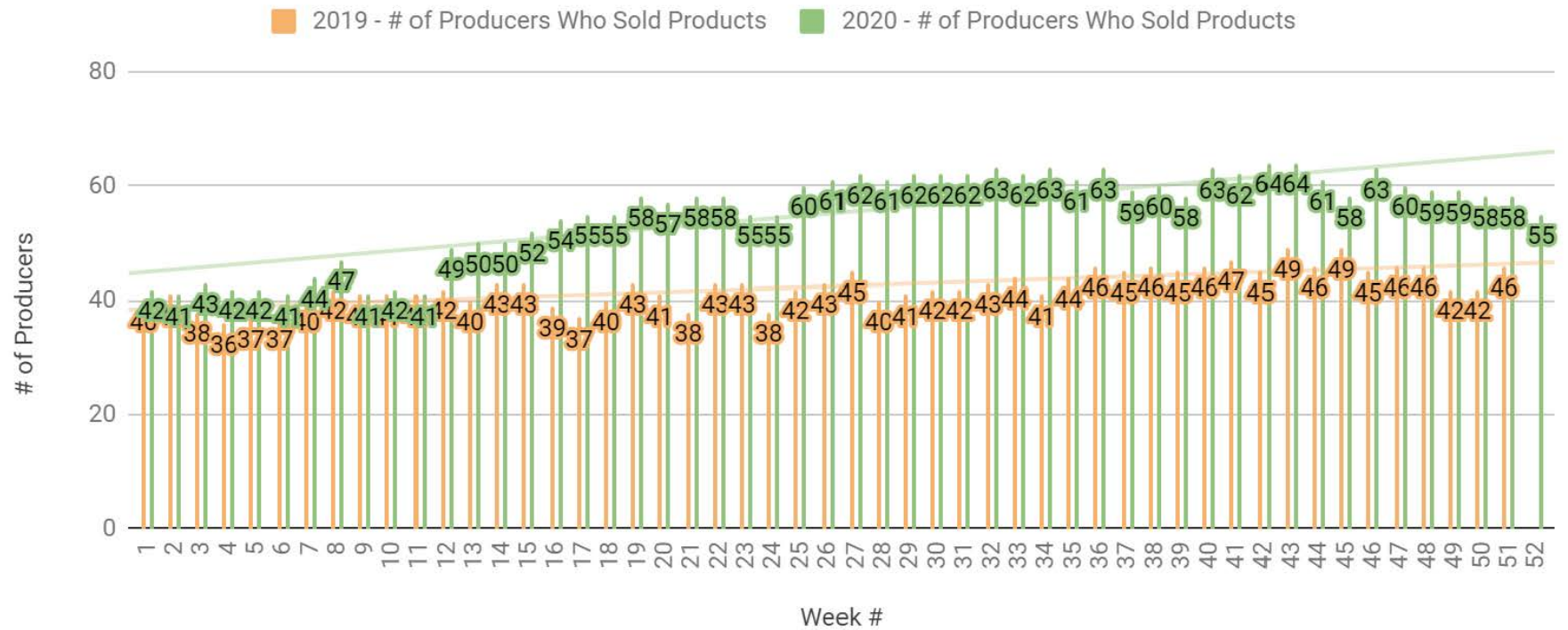
Weekly Sales - 2019 & 2020 Comparison



Weekly Customer Counts - 2019 & 2020 Comparison



Weekly # of Producers Selling - 2019 & 2020 Comparison



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AGENDA ITEM 7:

PROPOSED KILL/CHILL FACILITY UPDATE

MANAGER'S COMMENTS:

Mr. Jim Hamilton, Ag. Extension Director, will update the Board on the Golden LEAF grant for the High Country "Kill Chill" facility to be located at the County Landfill. Golden LEAF awarded \$1,000,000 for the project. It is estimated that the project will cost approximately \$2 to \$3 million. Mr. Hamilton will discuss other funding sources for the project.

The Board will need to accept the reward and adopt the grant agreement included in the packet.

Update on Golden LEAF funding & “Kill-Chill” Facility

On June 3, the Golden LEAF board announced that they had approved **\$1 million** for the construction & infrastructure of the High Country ‘Kill Chill’ Project. Formal paperwork/agreements will be sent to Watauga County for review and signing. We have 1 year to start/show progress on the project.

The first step in the ‘project process’ is developing a formal site development and construction/engineering plan and cost estimate (in real time) to chart a more definitive cost plan & funding allocation prioritization for construction of the facility. Despite increasing materials & construction costs, we believe that current and pending funding will allow us to achieve the project. **We would therefore like to request approval to pursue the development of site plans/engineering.** We will review the final agreement with Golden LEAF & approved budget to determine if this element is a specifically-approved use of grant funds. Since Golden LEAF did not award the entire requested amount (\$1.46 million), county funds may need to be used for this aspect of the project. *Project partners will provide an estimate of plan/engineering costs within the next month.*

Apart from the approved funding from Golden LEAF, in Feb & early March, project partners submitted 2 additional proposals to Tobacco Trust Fund (\$220,236) and the USDA Rural Business Development Grants program (\$150,885). Additionally, we have been approved to submit a full proposal to the Appalachian Regional Commission for \$100,000 (which requires a 1:1 match from other funding sources). An additional proposal to the Ag Development Trust Fund will be submitted in Fall, 2021. Notification of award for TTF, RBDG, and ARC funding should occur in the last quarter of 2021 (Ag Development Trust Fund will be end of 2021/beginning of 2022). We have received follow-up questions from Tobacco Trust Fund, due on the 16th of June. The funding from additional submitted grant proposals would be used primarily to purchase equipment and upfit the new facility with the most efficient & safe equipment and technology for the slaughter, processing, and cooling of red meat. Potential funding from the additional entities, above, was contingent on Golden LEAFs support for the construction of the base facility, which we now have.

Project partners are monitoring the status of NC House Bill 182 (Increasing Meat Production and Capacity) introduced in late Feb, 2021, *“to provide grants as specified in this Article to reduce or prevent impacts on the supply chain for fresh meat in the State and to improve the resiliency of the fresh meat and seafood supply chain to future disruptions”*. While similar to the IMPEC grant program from which Watauga Butchery received funding to enhance capacity at the existing micro-scale processing facility in Vilas, HB182 will *“provide matching funds to persons or entities seeking to develop a new meat or seafood processing facility. A new facility development grant may be used for construction of a new building.”* If passed, up to \$1 million in funding would be available in FY 2021/2022 to support the proposed project. This funding would require a \$1 match for every \$2 of grant funding...which we have via Golden LEAF funding.

Reviewing the American Rescue Plan Act of 2021 (coronavirus relief bill), while there are specific parameters for the county's use of these funds, per direction from the US Treasury Dept, infrastructure projects, such as water and sewer, are included: *the Interim Final Rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure.*

We would like to discuss/clarify the potential use of this ARPA funding to co-allocate for the water/sewer/pump station elements of the proposed project. Water & sewer lines & infrastructure including a likely substation would be significant for the proposed slaughter/processing facility, so if ARPA funding could be used for this purpose, Golden LEAF funding could be used exclusively for facility construction. Additional potential funding from HB 182 and ARPA would also provide a 'buffer' for building/construction gaps due to increasing construction costs.

Financial Forecast and Contingency Plans for Continued Operations:

The financial pro forma in the budget submitted anticipates a ramp up over 2 years, reaching our anticipated run rate at the end of the second year. From our experience, in service-based businesses, revenue is somewhat constricted in November and December because of the holidays, so even though that time of year tends to see the highest demand and we may likely see strong months with some overtime hours, we built the pro forma without projecting an overloaded schedule. So, using October for the run rate should be viewed not as a favorable scenario, but rather, the point at which our forecast reaches the run rate we project. In order to not be overly optimistic, we set the run rate at about 75% of our anticipated maximum capacity. We anticipate revenues to be higher, but allowed room for less than optimal revenues in our planning and budgeting. Industry experts have advised us that a new startup plant should expect 3 full years to reach financial profitability. Having an existing operation and customer base mitigates the earliest part of the ramp up curve, and we expect will allow us to get to profitability in 2 to 2 ½ years.

Two contingencies are planned. First, to the point of sufficient operating capital, we intend to take on investment capital from a strategic partner. There is a substantial amount of investment capital seeking projects to invest in, and local and sustainable food and local meat is a category attractive to private investment because of consistent growth outpacing the overall food category. We do not plan to engage any institutional or private equity funds, because that investment comes with limited time horizons and pressures to build and sell. There are also SBA and USDA loan programs that can be utilized for possibly all of the needed operating capital, and that we do intend to take some advantage of, however, the strategic partner is an important piece for us to have to further strengthen our team, putting us in better position to deal with labor, equipment, and operational or other unexpected challenges that are sure to arise. We've started initial conversations with 3 potential strategic investors and are focused on selecting the right partner that can offer additional operational expertise and alignment, not just financial capital. Moving into the next phase of planning and confirmation of funding from GoldenLEAF will position us to finalize investment commitments.

The second contingency is the opportunity to generate additional revenue and manage plant capacity by cultivating a market of buyers for beef and pork that would enable us to buy livestock to process to fill capacity gaps in the plant. This approach provides for added revenue and avoids losses from gaps in the processing schedule during slow periods.

Business Structure of slaughter facility relative to Watauga Butchery:

Watauga Meats and Butchery, LLC is the legal entity that leases and operates the existing cut and pack facility at 160 Cole Drive in Vilas. Upon completion of the new slaughter facility, the company will relocate the core of processing operations to the new facility. Once relocation is complete and operations are up and running, determination will be made at that point as to whether and how to continue to use the facility in Vilas, possibly for overflow capacity, value added activities, secondary or specialty operations or species, and/or other functions.



BOARD OF DIRECTORS

June 9, 2021

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PRESIDENT,
CHIEF EXECUTIVE OFFICER

Mr. Deron Geouque
County Manager
County of Watauga
(deron.geouque@watgov.org)

Dear Mr. Geouque:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "High-Country Kill & Chill Processing and Livestock Center (Regional Project)," in the amount of \$1,000,000.00. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. This workshop will be held on **Wednesday, June 16, 2021, at 10:00am and will last about two hours.** Due to COVID-19, the grant management workshop will be held via Zoom. We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please **RSVP by Friday, 06/11/2021** to Brenda Smith (bsmith@goldenleaf.org) with the **names, titles, and e-mail addresses** of attendees. By the end of day Monday, 06/14/2021, a Zoom link with additional instructions will be e-mailed to registered participants.

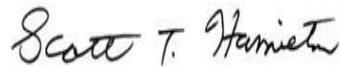
Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail. Also, our controller, Beth Edmondson, will email a copy of the ACH Deposit Authorization form. Please complete the form and fax it to Mrs. Edmondson at 252-442-7404 or mail it to her attention to Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804.

Mr. Deron Geouque
June 9, 2021
Page 2

All publicity and printed materials regarding projects or activities funded in whole or in part by this award should contain the language: **“This project received support from the Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact our Communications Officer, Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org), for digital versions of the logo or for any other assistance with public relations.

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,



Scott T. Hamilton
President, Chief Executive Officer

SH:bs

Enclosures: as stated

cc: Dr. Jim Hamilton, Watauga County Extension Director, (jvhamilt@ncsu.edu)

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Watauga
2. Project File Number & Title: FY2021-071 / High-Country Kill & Chill Processing and Livestock Center (Regional Project)
3. Purpose of Grant: This award provides funding to Watauga County to support efforts to construct a livestock slaughter and processing center located in Watauga County that will serve producers from several western North Carolina counties, including Ashe, Alleghany, Avery, Caldwell, Mitchell, and Watauga. The livestock processing center (primarily for beef and pork) is critically needed due to a shortage of local slaughter and processing capacity, with the nearest USDA-inspected slaughter facility a 1-to-2-hour drive from the Watauga County site. Widespread shortages of meat during the COVID-19 shutdown revealed how fragile the meat production system is, even without disruptions to energy and transportation systems. Watauga County will lease the facility to Watauga Butchery which will operate the facility under USDA inspection. The slaughter facility will serve an estimated 500 producers. Watauga County has committed a two-acre site and will provide support for site development. Golden LEAF dollars will be used for building construction and publicly owned infrastructure.
4. Amount of Grant: \$1,000,000.00
5. Award Date: 6/3/2021 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 19 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds are to be used for building and public infrastructure only.
 - c) Grantee must secure funding necessary to complete the project no later than June 30, 2022.
 - d) Release of funds is subject to Golden LEAF’s approval of the terms of the lease for the building. The facility must be available to users on equal terms.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award

- Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
 9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
 10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation

arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the

Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that

termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. **Release of Funds:** Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. **Reporting:** The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. **Records:** The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
- 22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

AGENDA ITEM 8:

PROPOSED CHANGE ORDER # 1 FOR MIDDLE FORK GREENWAY

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will present a change order for the Middle Fork Greenway Section 4 project in the amount of \$5,115. The change order was necessitated due to unsuitable soils. No county funds are required and Blue Ridge Conservancy will pay for the change order.

Board action is required to approve Change Order #1 for the Middle Fork Greenway Section 4 project in the amount of \$5,115 with funds to come from Blue Ridge Conservancy.

CHANGE ORDER

PROJECT NAME: Middle fork Greenway Section 4

CHANGE ORDER #: 1

DATE: 6.9.21

OWNER/ CLIENT NAME (S): Watauga County

CLIENT ADDRESS: 126 Poplar Grove Connector, #201 Boone, NC 28607

**THE CONTRACT IS CHANGED AS FOLLOWS:
(INCLUDES ALL WORK THAT SHALL BE DONE AND MATERIALS USED)**

The contractor will need to excavate an area of unsuitable soil material where a pedestrian bridge foundation will be poured (Structure #1 from Arete Engineers). The area is approximately 19' x 12' x 4.5' deep of unsuitable soil to be hauled off site. The area will then be back- filled with washed and compacted #57 stone and include a geotextile fabric separator. See the report from Solid Rock Engineering, the geotechnical engineer that is overseeing the bridge foundation construction for the owner.

PAYMENT SCHEDULE:

ORIGINAL CONTRACT SUM WAS:	\$ <u>1,605,420.00</u>
INCREASED CONTRACT SUM BY PREVIOUS CHANGE ORDERS:	\$ <u>0</u>
CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER IN THE AMOUNT OF :	\$ <u>5,115.00</u>
THE NEW CONTRACT SUM WILL BE:	\$ <u>1,610,535.00</u>

THIS CHANGE ORDER IS NOT VALID UNTIL IT IS SIGNED BY ALL PARTIES BY THE ORIGINAL CONTRACT. THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AND IS INCORPORATED HEREIN IN THE ORIGINAL CONTRACT. THIS CHANGE ORDER DOES NOT BECOME A NEW OR SEPARATE CONTRACT OR VOID THE ORIGINAL CONTRACT.

CONTRACTOR:

CLIENT/OWNER's REPRESENTATIVE:

BY: Cherie Hampton

PRINTED NAME: _____

TITLE: Owner, The JW Hampton Company

TITLE: _____

Signature: *Cherie Hampton*

Signature: _____

SOLID ROCK ENGINEERING, PLLC

JEFFREY D. HOLCHIN, P.E. FOUNDER, OWNER & PRINCIPAL ENGINEER

SRE Field Report No.: 21-MOSAIC-1

Date: 6-7-21

Arrival Time: 1245

Departure Time: 1400

Travel Time: 0.5 hours

Total Field Time: 1.75 hours

Project: Middle Fork Greenway – Tweetsie to Goldmine Branch Phase II

SRE Rep: Jeff Holchin, P.E.



Mileage: 15

Weather: Clear, warm 70 degrees

General Activity: Testing foundation subgrade at north side of Bridge S2



GENERAL SITE VISIT REPORT



Today I was on site, as requested by IPC foreman Rob, to monitor test pits at north side of bridge S2 where there is unsuitable alluvial soils at the planned foundation subgrade elevation. The test pits revealed a thickness of weak sediments over PWR of 4 and 5 feet; the area is approximately 12 feet wide and 19 feet long. Water was entering the bottom of the test pits. I recommend placing geotextile separator fabric and backfilling with compacted #57 gravel to backfill the undercut and building the bridge abutment foundation upon this gravel backfill.

Rebar at bridge S2 abutment on US 321 side	Rebar at bridge S1 abutment on US 321 side
	

MFG – Tweetsie to Gold Mine Branch Ph. II

Test pits were dug on north side of bridge S2 in the abutment area to explore the weak subgrade:

PWR encountered at 5.0'	Groundwater entering bottom of pit
	

Digging the upstream test pit	PWR encountered at 4.0'
	

AGENDA ITEM 9:

MAINTENANCE MATTERS

A. Proposed Mowing Contract Renewal

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board approve a five-year contract in the amount of \$90,000 with Estate Maintenance for mowing county facilities. The current contract expires June 30, 2021. The County has contracted with Estate Maintenance since 2009. Adequate funds are available in the Fiscal Year 2021-2022 budget.


Board action is requested to approve the five-year contract in the amount of \$90,000 with Estate Maintenance for mowing county facilities.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: June 7, 2021

RE: Mowing Contract Renewal

BACKGROUND

Estate Maintenance has been under contract to provide mowing services to the County since 2009. The current contract is set to expire on June 30, 2021. Staff has negotiated a fair contract to extend their services for another five years with an option to renew in July 2026.

RECOMMENDATION

Staff recommends the County accepts the Estate Maintenance five-year contract for mowing services for an annual amount of \$90,000.

CONTRACT FOR MOWING SERVICE

This agreement is made between Watauga County (Owner) and Estate Maintenance Company (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide mowing services for Watauga County including mowing, trimming and litter removal at County facilities. The contractor shall provide these services at regular frequencies and service levels as follows:

LOCATION	AREA	HEIGHT	LEAF REMOVAL
Blowing Rock Davant Field 245 Clark Street	1	2"	NO
	2	2 ½"	NO
Industrial Field Hunting Hills Lane	1	2"	NO
	2	2 ½"	NO
Anne Marie Field 283 Hunting Hills Lane	1	2"	NO
	2	2 ½"	NO
	3	3 ½"	YES
Complex Field 231 Complex Drive	1	2"	NO
	2	2 ½"	NO
Recreation Center & Tot Lot 231 Complex Drive	1	2 ½"	YES
Courthouse Complex 842 West King Street	1	2 ½"	NO
West Annex 971 West King Street	1	2 ½"	NO
	2	N/A	NO
Human Services Center 132 Poplar Grove Road Connector	1	2 ½"	YES
	2	N/A	YES
Health Department 126 Poplar Grove Road Connector	1	2 ½"	YES
	2	N/A	YES
Law Enforcement Center 184 Hodges Gap Road	1	3 ½"	YES
Library 140 Queen Street	1	2 ½"	YES
	2	N/A	YES
Howard's Knob 604 Howard's Knob Road	1	3 ½"	NO
Brookshire Park 250 Brookshire Road	1	2"	NO
	2	N/A	NO
Records Storage 139 Health Center Drive	1	3 ½"	NO

Ted Mackorell Soccer Complex 574 Brookshire Road	1	2 ½"	YES
	2	2 ½"	NO
	3	3 ½"	NO
Mountaineer Ruritan Ballfield 1161 Hwy. 321 N, Vilas	1	2"	NO
	2	2 ½"	NO
Old Cove Creek School 207 Dale Adams Road, Sugar Grove	1	2 ½"	NO
	2	2 ½"	NO
Western Watauga Comm. Center 1081 Old Hwy. 421, Sugar Grove	1	2 ½"	NO

All clippings shall be removed from sidewalks, roads and mulch beds. Trimming shall be by mechanical or EPA approved herbicide methods.

CONTRACT TERM

The contract shall begin July 1, 2021, and end June 30, 2026. After this term period, the contract may be renewed annually provided the Contractor and County agree to said extensions of the contract. The Contractor may increase the annual contract amount by 1.5% or the CPI increase as posted by the U.S. Bureau of Labor Statistics in the CPI Overview Table Southeast, South Atlantic Division (whichever is greater) per year. The Contractor shall request extension of the contract including any intent to increase the contract amount by January 15, 2026.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed \$ 90,000 for services provided per Scope of Contract. Change Orders for additional work must be requested by the Contractor and approved by the County Manager in writing prior to the commencement of the additional work. The Contractor may apply for monthly progress payments. If approved by the County, then a monthly payment will be issued equal to 1/12th of the annual contract amount. The Contractor shall apply for payment at the end of each month. Payments by the County to the Contractor shall be disbursed within two weeks in which application for payment was made.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.
- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.
- Watauga County shall be listed as “Additional Insured” on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

NON-PERFORMANCE

The County, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit the County from recovering damages caused by the Contractor's errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then the County may perform work to maintain the County facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse the County for costs incurred by the County in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor's performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure

to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action of the Board of Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance With Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____

Deron Geouque

County Manager
Watauga County Admin. Bldg.
814 West King Street
Boone, NC 28607

By: _____

Dawn Walker

Estate Maintenance Company
2260 Alto Road
Boone NC 28607

_____ Date

6-7-21
_____ Date

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

Misty Watson
Watauga County Finance Director

AGENDA ITEM 9:**MAINTENANCE MATTERS*****B. Bid Award Request for Sports Complex Sidewalks*****MANAGER'S COMMENTS:**

Mr. Robert Marsh will request the Board award a contract to Tri-County Paving in the amount of \$43,439.60 for new sidewalks adjacent to the tennis and basketball courts and repaving of a short section of asphalt on the walking trail. Three vendors were contacted, however, only two returned bids.

BID SUMMARY

Bidder	Contact	Amount
Tri-County Paving	Mark McNeill	\$43,469.60
VPC	Tony Anthony	\$45,027.35
Carolina Concrete	Brian Clerary	No Bid Received

Board approval is required to award the bid for sidewalks and repaving in the amount of \$43,469.60 to Tri-County Paving.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430

Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *rm*

DATE: June 7, 2021

RE: Bid Award Recommendation for the Sports Complex Sidewalks

BACKGROUND

Maintenance staff solicited bids for the new sidewalks adjacent to the tennis and basketball courts and repaving a short section of asphalt walking trail. Four vendors were contacted, however, only two returned bids.

BID SUMMARY

<u>Bidder</u>	<u>Contact</u>	<u>Amount</u>
Tri-County Paving	Mark McNeill	\$43,469.60
VPC	Tony Anthony	\$45,027.35
Carolina Concrete	Brian Cleary	No bid received

RECOMMENDATION

Staff recommends the low bidder, Tri-County Paving, West Jefferson, NC, be awarded the bid in the amount of \$43,469.60. Tri-County is the company that furnished all of the paving and sidewalks for the new Recreation Center, and they are very familiar with the site.



- 1 8' x 280'
- 2 6' x 12'
- 3 5' x 60'
- 4 5' x 136'
- 5 5' x 34'
- 6 12' x 62'
- 7 10' x 20'
- 8 9' x 100'

*Item 1-7 are
4000lb psi concrete,
Broom Finish & seal

*Gravel base is already installed

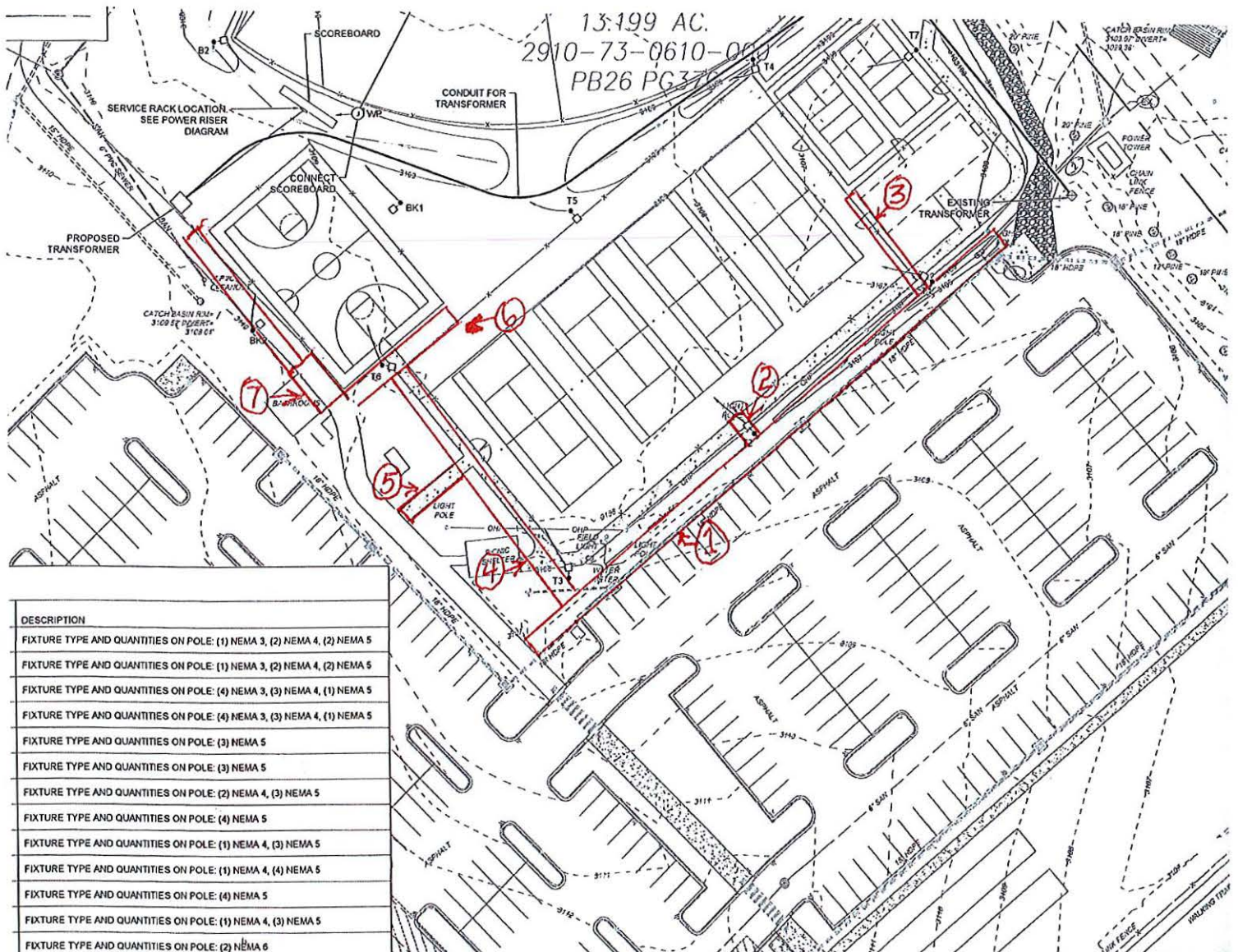
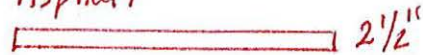
⑧ - Asphalt



② - ⑦ - width varies



This edge pour to
an existing curb.
Please install exp.
joint to back of
curb.



DESCRIPTION
FIXTURE TYPE AND QUANTITIES ON POLE: (1) NEMA 3, (2) NEMA 4, (2) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (1) NEMA 3, (2) NEMA 4, (2) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (4) NEMA 3, (3) NEMA 4, (1) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (4) NEMA 3, (3) NEMA 4, (1) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (3) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (3) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (2) NEMA 4, (3) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (4) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (1) NEMA 4, (3) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (1) NEMA 4, (4) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (4) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (1) NEMA 4, (3) NEMA 5
FIXTURE TYPE AND QUANTITIES ON POLE: (2) NEMA 6

Tri-County Paving, Inc.
P.O. Box 863
West Jefferson, NC 28694

Estimate

Date	Estimate #
5/3/2021	30308

Name / Address
Watauga County Sports Complex Sidewalk Project c/o Robert Marsh

Description	Qty	Cost	Total
Asphalt Road		5,144.50	5,144.50
The scope of work will consist of the following: 1. Stone base place by Watauga Maintenance 2. TCPI to condition and compact ABC stone 3. Pave with 2.5"+/- compacted surface course asphalt			
Option #1: Concrete sidewalks with ABC stone base (recommended)		38,325.10	38,325.10
The scope of work will consist of the following: (4406SF) 2240SY with turndown 1. Sub-grade to be +/-1" 2. Place 4" of ABC stone and compact ABC stone 3. Form and pour approximately 4,406SF of 4" thick sidewalk variable widths with 4,000PSI concrete 4. Broom finish and seal			

THANK YOU FOR THE OPPORTUNITY TO SUBMIT A QUOTE ON YOUR WORK

Total

Phone #	Fax #	E-mail
336-246-7244	336-846-4914	www.tricopaving@skybest.com



2059 Tynecastle Highway • Banner Elk, NC 28604 • Phone: 828.295.0707 • Fax: 828.832.3882

Watauga County

814 West King Street
Boone, NC 28607

Print-date: 4-28-2021

Watauga County Recreation Center Sidewalks

1. Formwork for new sidewalks
2. Welded wire mesh
3. Expansion joint where the sidewalk is poured up against the back of existing curb and gutter
4. 4,000 psi concrete with a light broom finish
5. Seal concrete

Notes:

1. All work per drawing sent by email on 4/20/21
2. This work includes areas 1-7 noted on the drawing
3. This price doesn't include the following items
 1. Building permit, inspections, hazard review, fire prevention, zoning and water development fees
 2. Architectural and engineering fees
 3. Special testing of materials
 4. Caulking and sealing control and expansion joints
 5. Grading
 6. Stone base
 7. Asphalt paving

- Pricing Valid for 30 days from Date of Quotation
- All allowances have markup included in estimate

Price Breakdown

Total Price: \$45,027.35

We Accept Credit Cards with a 3.5% Processing Fee

TERMS AND CONDITIONS

1. **DEFINITION.** VPC BUILDERS, LLC is a North Carolina corporation engaged in the building and construction business; and whereas, the Client (s) is desirous of retaining the services of VPC BUILDERS, LLC as contemplated by this agreement, now witnesseth, based on the mutual covenants and considerations contained herein, the parties hereby contracts as hereinafter described.

2. **SCOPE OF WORK.** VPC BUILDERS, LLC shall furnish materials and perform work as specified by this contract, except as modified by written or oral agreement of the parties, to be performed on the referenced property. Specifically, VPC LLC agrees to perform the following work upon the subject property as set forth on the contract, subject to the scope and limitations contained herein. In the absence of such list of work to be performed

under this contract, the scope of the work to be undertaken by VPC BUILDERS, LLC shall be any tasks directly or indirectly related to the construction, building, erecting, and raising of a structure upon client property as designated by the construction documents, building schedules, or change orders, within VPC BUILDERS, LLC agents and officers understanding of the work to be done and subject to acceptance of the project by VPC BUILDERS, LLC.

3. COMMENCEMENT & SUBSTANTIAL COMPLETION. Work shall commence upon the obtainment of a building permit, or shortly thereafter. Construction time through substantial completion shall not be fixed, but will be completed in a timely fashion. Not including delays and adjustments for delays caused by reason of holiday, inclement weather, accidents, labor or material shortages, additional time required for work performed pursuant to change orders, or other unavoidable delays or delays beyond the control of VPC BUILDERS, LLC.

4. CONTRACT PRICE. In consideration for the material and labor above described, the Client(s) shall pay VPC BUILDERS, LLC the fixed sum mentioned above for all costs incurred in the construction, building, and installation as well as VPC BUILDERS, LLC costs for labor, subject to additions and deductions pursuant to oral or written change orders. Payment shall be due upon completion. In the event the Client(s) request VPC BUILDERS, LLC to construct, build, erect, install or otherwise act beyond the scope of the items set forth, Client(s) agrees to further compensate VPC BUILDERS, LLC at its regular rates for such work. Such additions shall be deemed accepted only upon Contractor agreement to do such additional work. In the event VPC BUILDERS, LLC encounters any unforeseen obstacles, difficulties, or circumstances not contemplated on the contract, VPC LLC shall be entitled to compensation for such additional work at its regular rates. Notwithstanding the fixed cost nature of this contract, any additional costs incurred by VPC BUILDERS, LLC related to grading, the foundation, rock blasting, or excavating which exceed the amount set forth for such items in the contract shall entitle VPC BUILDERS, LLC to compensation for such additional expense. The parties acknowledge that due to the mountainous terrain of this area that subsoil conditions contain many unknown factors and any additional costs for such actions shall entitle VPC BUILDERS, LLC to compensation for services. Such costs shall be considered as an approved change order by the parties.

5. CHANGE ORDERS. Client(s) and VPC BUILDERS, LLC acknowledge that change orders may be necessary to accomplish the construction of the structure as contemplated under this Agreement. Under such circumstances as a change order is deemed necessary by the parties, said change order may be verbally or in writing. Proposals for changes in the work must be delivered to the VPC BUILDERS, LLC in charge of this construction project as detailed under this Agreement. Proposals for changes in the work provided only to the construction foreman will not be deemed delivered. Owner(s) acknowledge that change orders that are executed will affect the overall cost of the project and will modify and change any fixed price or estimates contained in Paragraph 3 of this contract. VPC BUILDERS, LLC is the only party authorized to approve a change order under the agreement.

6. TIME FOR PERFORMANCE. The parties agree that time is not of the essence in the completion of construction described in this contract. All parties shall act to complete the construction described within a reasonable time.

7. INSURANCE. Client(s) will keep in force a Builders Risk Insurance Policy on the property as a means of protecting both Client(s) and VPC BUILDERS, LLC interests until the completion of construction. The Client(s) will purchase and maintain property insurance to the full insurance value of the project as protection against fire, vandalism, malicious mischief, or other forms of property damage that may occur.

8. SUBCONTRACTORS. Contractor may at its discretion engage subcontractors as may be necessary to perform under said agreement. Owner agrees to have no contact with any subcontractors except and unless with the express written permission of Contractor.

9. HINDRANCE. As structures in the process of construction may be dangerous in their unfinished condition, Owner(s) shall agree to refrain from any activities the performance of which would tend to hinder VPC BUILDERS, LLC., its agents, or employees in erecting the contemplated structure. This covenant is made in the interest of protecting persons from injury and ensuring that VPC BUILDERS, LLC. is not stymied or impeded in its objectives. Inasmuch as the Owner(s) may wish to continue with regularly-conducted activity in and around the property and desires to assist with the labor of construction, VPC BUILDERS, LLC. advises Owner(s), and Owner agrees, to remain as clear as possible from the areas in and around the construction by VPC BUILDERS, LLC., unless instructed otherwise by the general contractor.

10. PARKING. Owner agrees to provide adequate parking for VPC BUILDERS, LLC. vehicles and all access as necessitated by the nature of the construction work to be performed in the course of the project. Parking for construction vehicles, trucks and other equipment of VPC BUILDERS, LLC shall be accommodated by Owner, except and unless parties agree otherwise to an alternate arrangement. For all access to the work location proceeding, during, and after the project, Contractor shall bear no responsibility for repair or replacement of existing facilities, including landscaping, paving, roads, sidewalks, and gutters.

11. CONSTRUCTION UTILITIES. Owner agrees to provide and pay for all power and water required by the project, as well as any temporary facilities required in the absence of such utilities at the jobsite in order to deliver such utility services from an existing location to the points of intended use.

12. ACKNOWLEDGEMENTS. Owner acknowledges that due to the inherent qualities of natural building supplies, VPC BUILDERS, LLC cannot guarantee a particular pattern or specific coloration for any custom products. VPC BUILDERS, LLC can neither guarantee a certain part, piece of hardware, type of equipment, style or design of material will be available at any given time. Owner also acknowledges that VPC BUILDERS, LLC may encounter delays from suppliers which are beyond its control, and that some jobs may experience periods of delays. Owner represents and warrants that since his or her purchase of the property, the premises has not been used for the manufacture or storage of dangerous chemicals, the presence of which would pose a health threat, however minimal, to the employees of VPC BUILDERS, LLC. Owner affirmatively states that there are no items of machinery or storage tanks on the premises which would emit noxious or combustible gases, including carbon monoxide, nitrogen

dioxide, or any other poisonous chemical compound.

13. FORCE MAJEURE. VPC BUILDERS, LLC. shall not be liable for any delay due to circumstances beyond its control or force majeure, including unnatural act or public enemy, or by labor dispute or trouble, strike, riot, vandalism, sabotage, expropriation or appropriation, flood, war (whether declared or undeclared), accident when not caused by VPC BUILDERS, LLC., storm, explosion, breakdown of machinery, fuel shortage, power shortage, railroad embargo or congestion, government regulation or action, embargo or intervention, failure or delay of manufacturers or persons from whom VPC BUILDERS, LLC. is obtaining machinery, equipment, materials, or supplies to deliver the same, or other cause beyond its control, whether such other cause be of the classes herein specifically provided for or not, and whether the cause is or is not existing on the date of this Agreement.

14. WARRANTY. VPC BUILDERS, LLC warrants, for a period of one year, that all work shall meet or exceed the requirements of the North Carolina Building Code. Other than this warranty, VPC BUILDERS, LLC makes no express warranties and no warranties of fitness for a particular purpose herein or within any other clause of this Agreement.

15. DEFAULT & DAMAGES. In the event Owner shall fail to pay any payment due herein, VPC BUILDERS, LLC may cease work without breach pending payment or resolution of any dispute. Specifically, should Owner fail to pay any monies due or to become due hereunder or should Owner fail to comply with any of its other obligations under this Agreement within fifteen (15) days from the mailing to Owner of notice of such default, VPC BUILDERS, LLC. shall have the right, at its option to terminate the Agreement in which event there shall be due to VPC BUILDERS, LLC., as liquidated damages, a sum equal to the amount of one-half of the amount of one-phase of the project, or one-eighth (1/8) of the total project, whichever is greater. VPC BUILDERS, LLC. may elect instead to accelerate all monies due for the unexpired remaining term of the within Agreement and to declare the same immediately due and payable. The parties hereto acknowledge and agree that, due to the difficulty in calculating lost profits and damages to the Contractor in the event of breach by the Owner, liquidated damages are an appropriate remedy for Contractor. In the alternative, and if neither liquidated damages nor acceleration options are chosen in the event of breach, VPC BUILDERS, LLC reserves the right to sue for monies due under this contract in intervals or as the same accrue. If payment is not received within thirty (30) days of the date of the bill, interest shall accrue on the unpaid balance at the rate of one and one-half percent per month (18% APR). VPC BUILDERS, LLC shall also have the right to place a lien upon any real property where such products are installed as fixtures. In the event of breach by Contractor, Owner hereby waives any claims for incidental or consequential damages which may be incurred by Owner.

16. CURE OF DEFAULT & ENFORCEMENT. If Owner has commenced by reasonable means to cure any default not curable in fifteen (15) days, such additional time as is reasonably necessary to cure such default may be granted to Owner before Owner as adjudged in default hereunder. Contractor's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Contractor rights hereunder. Contractor hereby reserves the right to enforce prompt payment of fees or other charges, or to declare the contract breached regardless of any indulgences, or extensions previously granted to Owner. In the event Owner defaults in the performance of any of the terms, covenants, agreements, or conditions provided herein and VPC BUILDERS, LLC refers to its attorney the enforcement of this Agreement, or any part hereof, for the collection of any monies due or to become due hereunder, Owner agrees to pay such reasonable attorney fees as incurred by VPC BUILDERS, LLC.

17. BANKRUPTCY. If voluntary bankruptcy proceedings are instituted by Owner or if Owner is adjudicated a bankrupt insolvent, or if Owner makes an assignment for the benefit of its creditors, or if execution is issued against Owner, or if the interest of Owner hereunder passes by operation of law to any person other than Owner then, in any of such events, VPC BUILDERS, LLC. may, at its discretion, declare the Agreement breached by notice mailed by certified mail and addressed to Owner at its last known address, provided that VPC BUILDERS, LLC. shall retain its lien and rights as to interest in the property, however situated, for any monies or payments due or to become due to VPC BUILDERS, LLC. pursuant to this Agreement.

18. IMPRACTICABILITY. It is stipulated that the estimates specified herein or in the attached schedules are based upon VPC BUILDERS, LLC cost of operation and construction necessary to comply with governmental laws, rules and regulations as presently enforced. If during the term of this Agreement, there should occur a change in policy affecting enforcement of said laws, rules and regulations, whether federal, state, or of local character, or if VPC BUILDERS, LLC should incur significant additional costs in continuing to comply with such regulations, VPC BUILDERS, LLC shall advise Owner of any increase in costs resulting therefrom, in which event the charges shall be adjusted to compensate VPC BUILDERS, LLC. for such increased costs. In such event of increased cost of such regulations or compliance therewith, Owner will be given the option to accept such charges or to terminate the foregoing Agreement. Should such be the case, VPC BUILDERS, LLC shall be entitled to receive payment for all work performed to date and all costs, expenses and overhead related to the project, otherwise, each party hereto shall be discharged of any further liability hereunder.

19. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless for any injury or damage to VPC BUILDERS, LLC. caused by errors or omissions of surveyors, inspectors, non-associated contractors or subcontractors, individuals designated by the Owner to act on Owners behalf on any phase within the Agreement, or other third parties. Owner shall indemnify, defend, and hold VPC BUILDERS, LLC. harmless against all any and all claims of injury or damages brought by Owners surveyors, inspectors, or other individuals/companies designated by Owner to perform work on the property upon which VPC BUILDERS, LLC. is constructing a structure or building.

20. BAILMENTS & STORAGE. In the event any items of Owner are placed in a storage location so that construction of the structure as contemplated by this Agreement may be accomplished, Owner authorizes VPC BUILDERS, LLC. to place items in storage at the premises as needed for the completion of the construction. Such relocation, if deemed necessary, is performed as a courtesy to the Owner to mitigate damage to personal property in the construction process and is neither intended to create a situation of bailment nor a bailor-bailee relationship between the

parties to this agreement.

21. **VENUE.** This Agreement is entered into in Watauga County, North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. The parties hereby agree that Watauga County, North Carolina is an appropriate venue for the resolution of any disputes arising as a result of this contract.

22. **ATTORNEY'S FEES.** If VPC BUILDERS, LLC has to engage the services of an attorney to seek enforcement of any provision of this contract, including the collection of any monies due to VPC BUILDERS, LLC by the Owner, then VPC BUILDERS, LLC shall be entitled to their reasonable attorney's fees incurred to enforce the contract.

23. **ASSIGNMENT.** Owner may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement except by mutual agreement and with written consent of all parties to this Agreement.

24. **INTEGRATION.** This agreement represents the entire and integrated agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by a written document duly executed by all parties. If any provision of this contract is unenforceable, invalid, or illegal, the remaining provisions will continue in full force and effect. The parties agree that both Owner and VPC BUILDERS, LLC have had the opportunity to review and have had input into the terms and conditions of this contract, and that such terms reflect the agreement of the parties including the price term set forth. As a result of the integrated terms of this Agreement, including the cost of construction, both parties agree that this contract shall not be construed against either party as draftsman.

25. **PORTFOLIO.** Owner agrees that VPC BUILDERS, LLC may take pictures of the property and structure as constructed by VPC BUILDERS, LLC during construction and upon the conclusion of the work for the purposes of marketing and as part of the portfolio of work performed by VPC BUILDERS, LLC. All such pictures and reproductions shall be the sole property of VPC BUILDERS, LLC and may be used by VPC BUILDERS, LLC, its successors or assigns, for such purposes as it deems appropriate without compensation to the Owner. Owner also agrees that, following the completion of construction, that VPC BUILDERS, LLC may leave its signage in place upon the property for a period of three months following the completion of the work unless such signage is prohibited by local zoning ordinances.

26. **MODIFICATIONS.** This contract can only be modified by the parties if the modification is in writing and acknowledged in writing by both the parties OR in conjunction with the procedure set forth in Paragraph 6 entitled Change Orders.

Signature _____

Print Name: _____

Date: _____

AGENDA ITEM 10:

PROJECT ON AGING MATTERS

A. Proposed Revision of FY 21 Coronavirus Aid, Relief, and Economic Security (CARES) Funding Allocation

MANAGER'S COMMENTS:

Watauga County received \$94,057 in CARES Act funding from the NC Division of Aging and Adult Services. No county match was required and funds must be expended by September 30, 2021. The original allocation now requires modification.

Board approval is required to authorize revisions to the plan to expend the allocation of CARES funds as presented.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: June 7, 2021

SUBJ: Revision of Coronavirus Aid, Relief, and Economic Security (CARES) Act Allocation

Watauga County received \$94,057 in CARES Act funding from the NC Division of Aging and Adult Services. These funds were used to provide additional In-Home Aide services, Congregate and Home Delivered Meals (unit-based allocation), as well as purchase additional items such as groceries, shelf-stable meals, gloves, masks, thermometers, and hand sanitizer (non-unit based allocation). We also used the funds to purchase a new computer system called "My Senior Center" for the Lois E. Harrill Senior Center.

The original allocation of these funds was approved at the September 1, 2020, Board of Commissioners' meeting. However, a revision of the original allocation is needed and Board approval of the revision is required.

The revised allocation is as follows:

Service	Unit-Based Allocation	Non-Unit Allocation	Totals
In-Home Aide Level I	\$6,494	\$4,035	\$10,529
In-Home Aide Level II	\$7,500		\$7,500
Congregate Meals	\$19,000	\$570	\$19,570
Home Delivered Meals	\$41,072	\$895	\$41,967
Senior Center		\$14,491	\$14,491
TOTALS	\$74,066	\$19,991	\$94,057

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Home and Community Care Block Grant for Older Adults

Watauga County Project on Aging
 132 Poplar Grove Conn., Suite A
 Boone, NC 28607

CARES County Funding Plan

Provider Services Summary

DAAS-732
 County: WATAUGA
 Budget Period: July 2020 through June 2021
 Revision #: 1 Date: 6/7/2021

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	CARES Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected CARES Units	Projected Reimburse Rate*	Projected CARES Clients	Projected Total Units
			Access	In-Home	Other	Total								
Congregate Nutrition	X		\$ -	\$ -	\$ 19,000	\$ 19,000	\$ -	\$ 19,000	\$ -	\$ 19,000	2,172	\$ 8.7483	50	15,289
Home Delivered Meals	X		\$ -	\$ 41,072	\$ -	\$ 41,072	\$ -	\$ 41,072	\$ -	\$ 41,072	3,925	\$ 10.4655	25	21,040
In-Home Aide-Level I - Home Management	X		\$ -	\$ 6,494	\$ -	\$ 6,494	\$ -	\$ 6,494	\$ -	\$ 6,494	266	\$ 24.4010	15	13,398
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500	288	\$ 26.0209	15	8,699
Senior Center Operation	X		\$ 14,491	\$ -	\$ -	\$ 14,491	\$ -	\$ 14,491	\$ -	\$ 14,491	-	\$ -		-
Congregate Nutrition	X		\$ -	\$ -	\$ 570	\$ 570	\$ -	\$ 570	\$ -	\$ 570	-	\$ -		-
Home Delivered Meals	X		\$ -	\$ 895	\$ -	\$ 895	\$ -	\$ 895	\$ -	\$ 895	-	\$ -		-
In-Home Aide-Level I - Home Management	X		\$ -	\$ 4,035	\$ -	\$ 4,035	\$ -	\$ 4,035	\$ -	\$ 4,035	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 14,491	\$ 59,996	\$ 19,570	\$ 94,057	\$ -	\$ 94,057	\$ -	\$ 94,057	6,651		105	58,426

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Signature, County Finance Officer

Date

Authorized Signature, Title
 Community Service Provider

Date

Signature, Chairman, Board of Commissioners

Date

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AGENDA ITEM 10:

PROJECT ON AGING MATTERS

B. Proposed Acceptance of FY 22 Home and Community Care Block Grant (H&CCBG) Allocation

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the projected allocation of \$294,548 in Home and Community Care Block Grant (H&CCBG) funds for FY 2022. The required local match is \$32,727 and is present in the Project on Aging's FY 2021 requested budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested to accept the recommended allocations for FY 2022 for the Home & Community Care Block Grant (H&CCBG) Funds.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: June 7, 2021

SUBJ: Allocation of Projected FY2022 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2022 is projected to be \$294,548, which requires a local match of \$32,727. The match is present in our FY22 County budget request. The Advisory Committee made the following recommendations for the projected allocation:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$86,953	\$9,661
In-Home Aide Level II	\$55,576	\$6,175
Congregate Meals	\$40,000	\$4,444
Home Delivered Meals	\$106,019	\$11,780
Transportation	\$6,000	\$667

Upon approval, these funds will become part of the Project on Aging FY 2022 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Home and Community Care Block Grant for Older Adults

Watauga County Project on Aging
 132 Poplar Grove Conn, Suite A
 Boone, NC 28607

County Funding Plan

Provider Services Summary

DAAS-732

County:

WATAUGA

Budget Period:

July 2021 through June 2022

Revision #:

Date:

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	664	\$ 10.0397	10	3,250
In-Home Aide-Level I - Home Management	X		\$ -	\$ 86,953	\$ -	\$ 86,953	\$ 9,661	\$ 96,614	\$ -	\$ 96,614	3,849	\$ 25.0992	100	13,400
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 55,576	\$ -	\$ 55,576	\$ 6,175	\$ 61,751	\$ -	\$ 61,751	2,331	\$ 26.4876	40	10,500
Congregate Nutrition	X		\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 4,444	\$ 44,444	\$ 13,760	\$ 58,204	5,974	\$ 7.4402	200	17,200
Home Delivered Meals	X		\$ -	\$ 106,019	\$ -	\$ 106,019	\$ 11,780	\$ 117,799	\$ 19,200	\$ 136,999	12,900	\$ 9.1314	150	24,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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Total			\$ 6,000	\$ 248,548	\$ 40,000	\$ 294,548	\$ 32,727	\$ 327,275	\$ 32,960	\$ 360,235	25,719		500	68,350

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
 Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title
 Community Service Provider

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date

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AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report**Watauga County**

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

Monthly Report May 2021

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2020	63,225.12		35,933,904.38	98.73%	98.25%
Prior Year Taxes	18,166.40		468,568.02		
Solid Waste User Fees	15,408.37		2,602,306.08	97.68%	97.04%
Green Box Fees	98.84		1,224.81	NA	NA
Total County Funds	\$96,898.73		\$39,006,003.29		
<u>Fire Districts</u>					
Foscoe Fire	579.31		469,715.15	98.93%	98.64%
Boone Fire	2,137.28		894,256.05	98.67%	98.22%
Fall Creek Service Dist.	251.38		9,677.30	98.29%	91.69%
Beaver Dam Fire	421.53		107,695.09	97.33%	94.40%
Stewart Simmons Fire	557.89		248,008.82	98.73%	98.67%
Zionville Fire	236.05		112,498.44	97.00%	96.64%
Cove Creek Fire	788.17		241,886.02	97.93%	97.25%
Shawneehaw Fire	1,083.93		99,672.70	98.62%	98.91%
Meat Camp Fire	842.03		210,511.96	98.01%	95.96%
Deep Gap Fire	839.24		185,065.95	97.98%	97.29%
Todd Fire	1.71		61,711.54	98.84%	99.36%
Blowing Rock Fire	733.65		493,751.94	99.41%	98.60%
M.C. Creston Fire	15.02		5,922.57	91.24%	92.60%
Foscoe Service District	246.34		74,337.25	98.21%	98.69%
Beech Mtn. Service Dist.	0.00		1,675.67	99.94%	95.39%
Cove Creek Service Dist.	0.00		324.15	100.00%	100.00%
Shawneehaw Service Dist	93.23		6,457.55	95.27%	96.51%
	\$8,575.38		\$3,213,490.85		
<u>Towns</u>					
Boone	8,790.65		5,978,423.33	99.10%	99.01%
Municipal Services	582.62		134,787.81	98.48%	96.42%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$9,373.27		\$6,113,211.14		
Total Amount Collected	\$114,847.38		\$48,332,705.28		

Tax Collections Director

Tax Administrator

AGENDA ITEM 11:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Larry Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

05/28/2021 10:42
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2021 TO 05/28/2021

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1794574 COLE, HAROLD 1915 PATTY DRIVE JOHNSON CITY, TN 37604	PP 2020 3077 TAX RELEASES SENT PROOF OF REGISTRATION	3156	05/28/2021	F10	7783	0 F10 G01 SWF	7.28 58.64 80.00 <hr/> 145.92
1729510 SKIDMORE, MARK BAILEY, DANA 282 SKYS WAY VILAS, NC 28692	PP 2020 277 TAX RELEASES SOLD BOATS IN 2019	2672	05/28/2021	F07	7785	0 F07 G01 F07L G01L	5.50 44.33 .55 4.43 <hr/> 54.81
1601785 SPENCER, WILLIAM LEWIS 1798 COLLINSTOWN RD STUART, VA 24171	RE 2020 1990-09-3187-000 TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED	48677	05/28/2021	FS1	7784	0 FS1 G01	21.15 170.47 <hr/> 191.62
1815652 WATAUGA COUNTY 862 WEST KING ST BOONE, NC 28607	RE 2020 1878-86-6599-000 TAX RELEASES Tax Exempt Property	14355	05/28/2021	F01	7782	0 F01 G01	6.25 50.38 <hr/> 56.63
DETAIL SUMMARY	COUNT: 4	RELEASES - TOTAL				0	448.98

05/28/2021 10:42
 Larry.Warren

WATAUGA COUNTY
 RELEASES - 05/01/2021 TO 05/28/2021

P 2
 tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2020	RE	F01	FOSCOE FIRE RE	6.25
2020	RE	FS1	FOSCOE SERV DIST RE	21.15
2020	RE	G01	WATAUGA COUNTY RE	220.85
2020	PP	F07	COVE CREEK FIRE PP	5.50
2020	PP	F07L	COVE CREEK FIRE LATE LIST	.55
2020	PP	F10	DEEP GAP FIRE PP	7.28
2020	PP	G01	WATAUGA COUNTY PP	102.97
2020	PP	G01L	WATAUGA COUNTY LATE LIST	4.43
2020	PP	SWF	SANITATION USER FEE	80.00
			2020 TOTAL	448.98
			SUMMARY TOTAL	448.98

05/28/2021 10:42
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2021 TO 05/28/2021

P 3
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F01	2020	F01 FOSCOE FIRE RE	6.25
F01	2020	G01 WATAUGA COUNTY RE	50.38
F01 TOTAL			56.63
F07	2020	F07 COVE CREEK FIRE PP	5.50
F07	2020	F07L COVE CREEK FIRE LATE LIST	.55
F07	2020	G01 WATAUGA COUNTY PP	44.33
F07	2020	G01L WATAUGA COUNTY LATE LIST	4.43
F07 TOTAL			54.81
F10	2020	F10 DEEP GAP FIRE PP	7.28
F10	2020	G01 WATAUGA COUNTY PP	58.64
F10	2020	SWF SANITATION USER FEE	80.00
F10 TOTAL			145.92
FS1	2020	FS1 FOSCOE SERV DIST RE	21.15
FS1	2020	G01 WATAUGA COUNTY RE	170.47
FS1 TOTAL			191.62
SUMMARY TOTAL			448.98

AGENDA ITEM 11:

TAX MATTERS

C. Proposed Resolution to Terminate/Appoint Plat Review Officers

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will present a resolution which, if adopted, will remove Ms. Betty L. Stevens, Tax Department employee, as a Plat Review Officer and appoint Mr. Eric Saule and Ms. Jennifer Stout as Plat Review Officers. Adopting the proposed resolution will give Mr. Saule and Ms. Stout the authority to review plats prior to recording, and to determine if the plats meet statutory requirements for recording.

Board action is requested to adopt the resolution.

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION OF THE WATAUGA COUNTY BOARD OF COMMISSIONERS
TERMINATION/APPOINTING PLAT REVIEW OFFICERS**

WHEREAS, North Carolina General Statute 47-30.2 transfers from the Register of Deeds to a Review Officer the responsibility for reviewing land plats to determine whether they meet recording requirements; and

WHEREAS, North Carolina General Statute 47-30.2 requires the Board of Commissioners to, by resolution, appoint one or more persons as the Review Officer(s); and

WHEREAS, the person(s) appointed should “if reasonably feasible be certified as a property mapper pursuant General Statute 147-54.4;” and

WHEREAS, the Watauga County Tax Office previously had three review officers; and

WHEREAS, one of the three employees has left County employment, leaving Nathan Bland and Larry Warren as Review Officers; and

WHEREAS, Betty L. Stevens is a certified property mapper formerly employed in the Watauga County Tax Department.

NOW THEREFORE, BE IT RESOLVED that the Watauga County Board of Commissioners hereby removes Betty L. Stevens from the duties as Review Officer, upon her termination of employment with Watauga County and appoint Eric Saule and Jennifer Stout as Review Officers; and

BE IT FURTHER RESOLVED that the officer(s) shall review all plats (except as exempted by the statute) prior to recording, and determine if the plats meet statutory requirements for recording.

ADOPTED this the 15th day of June, 2021.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita Fogle, Clerk to the Board

AGENDA ITEM 12:

FINANCE MATTERS

A. 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
DATE: June 9, 2021

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
104311 451008	Capital outlay - Towers	100,000	
213991 399101	Fund Balance Appropriation		100,000
219800 498010	Transfer to General Fund	100,000	
103980 398121	Transfer from Capital Projects Fund		100,000

Per Board action taken 1/19/21; to transfer additional funds for Emergency Management Tower expansion from the Capital Reserve

104199 457001	Capital outlay - Middle Fork Greenway land	120,000	
103839 343119	Blue Ridge Conservancy land donation		120,000

Per Board action taken 9/15/20; to accept donation of the Middle Fork Greenway Section 4 tract of land from the Blue Ridge Conservancy.

104283 457006	Middle Fork Greenway Section 4	1,605,420	
103839 343111	Blue Ridge Conservancy MFG		502,528
103300 343112	Watauga County District U TDA		322,892
103300 343113	NC Parks and Recreation Trust Fund Project		430,000
103300 343114	Recreation Trails Program		100,000
103980 398121	Transfer from Capital Projects Fund		50,000
103300 343117	NC Division of Water Resources		200,000
213991 399101	Fund Balance Appropriation		50,000
219800 498010	Transfer to General Fund	50,000	

Per Board action taken 10/2/18; to recognize the Middle Fork Section 4 Part F Grant, matching grants and in-kind donations.

667421 429001	Recycling supplies		11,140
663300 347210	Recycling grant	11,140	

Per Board action taken 3/16/21; to recognize the acceptance of the North Carolina Dept. of Environmental Quality

backyard composting grant; the County's matching funds are \$2,760 which are available in the current budget.

103300	369115	CDBG - CV Grant		900,000
104199	469115	CDBG - CV Expenditures	900,000	

Per Board action taken 2/2/21; to recognize the acceptance of the Community Development Block Grant Coronavirus Program (CDBG-CV); no matching fund are required from the County.

105911	471000	Lottery funds		225,000
105911	470001	Carpet and tile	30,000	
105911	470005	Cafeteria equipment	55,000	
105911	470066	Phone and bell systems (VOIP)	80,000	
105911	470019	Classroom doors	15,000	
105911	470043	Renovation/replace roofs	45,000	

Per Board action taken 1/19/21; to recognize lottery funds requested and approved.

105911	470057	Pavement repair/resurface	160,000	
105911	470059	Security cameras	100,000	
105911	470029	Mobile unit	125,000	
105911	470067	Lights at WHS stadium	175,000	
105911	470068	Turf replacement at WHS	450,000	
105911	470069	1:1 devices	175,000	
103980	398121	Transfer from Capital Projects Fund		1,185,000
213991	399101	Fund Balance Appropriation		1,185,000
219800	498010	Transfer to General Fund	1,185,000	

Per Board action taken 2/2/21; to transfer funds for capital needs from the Capital Reserve for the School System.

103991	399100	Fund Balance		4,000,000
109800	498021	Transfer to Capital Projects Fund	4,000,000	
213980	398100	Transfer from General Fund		4,000,000
219930	461100	Emergency Communications	500,000	
219930	441701	Facilities Maintenance	500,000	
219930	449211	Future County Buildings	2,900,000	
219930	449210	EDC	50,000	
219930	461200	Recreation Facilities - Maintenance	50,000	

Per Board action taken 2/16/21; to transfer funds to Capital Reserve from unassigned fund balance from the FY 2020 audit.

213991	399101	Fund Balance Appropriation		2,664,000
219800	498010	Transfer to General Fund	2,664,000	
503980	398121	Transfer from Capital Projects Fund		2,664,000
506120	469103	Architectural services	2,664,000	

Per Board action taken 3/2/21; to transfer funds from Capital Reserve for Clark Nexsen's services for the Valle Crucis School Project.

103300	332006	Senior Health Info Grant		3,020
105550	449901	Senior Health Information Program	3,020	

Per Board action 3/16/21; to recognize the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds. No County dollars are required as matching funds.

293270	312009	Occupancy Tax Revenues		3,100,000
294140	469900	Watauga County Dist U TDA	31,000	
294140	449900	Administrative Collection Fee	3,069,000	

To recognize additional projected occupancy tax revenues above original budget.

105890	463150	Crossnore School - JCPC County match		3,213
105890	463149	Crossnore School - JCPC		10,710
105890	463148	JCPC Admin funds		752
105890	463151	Mountain Alliance - JCPC	5,731	
105890	463152	Mountain Alliance - JCPC County match	1,719	
105890	463144	WYN - JCPC	5,731	
105890	463145	WYN - JCPC County match	1,719	
104199	499100	Contingency		225

Per Board action 4/6/21; to recognize the reallocation of unused Crossnore School funds to WYN and Mountain Alliance.

104120	412100	Salaries	5,439	
104130	412100	Salaries	5,242	
104140	412100	Salaries	22,597	
104142	412100	Salaries	7,088	
104170	412100	Salaries	3,766	
104180	412100	Salaries	5,735	
104210	412100	Salaries	4,688	
104260	412100	Salaries	42,640	
104310	412100	Salaries	87,840	
104320	412100	Salaries	45,265	
104311	412100	Salaries	28,736	
104330	412100	Salaries	4,878	
104350	412100	Salaries	12,417	
104380	412100	Salaries	2,449	
104960	412100	Salaries	5,179	
105550	412100	Salaries	32,666	
105820	412100	Salaries	1,809	
106120	412100	Salaries	3,196	
106121	412100	Salaries	2,779	
106125	412100	Salaries	3,870	
106126	412100	Salaries	693	
145310	412100	Salaries	54,103	
145370	412100	Salaries	1,994	

667420	412100	Salaries	33,395
667421	412100	Salaries	2,460
104120	418100	FICA	416
104130	418100	FICA	401
104140	418100	FICA	1,729
104142	418100	FICA	542
104170	418100	FICA	288
104180	418100	FICA	439
104210	418100	FICA	359
104260	418100	FICA	3,262
104310	418100	FICA	6,720
104320	418100	FICA	3,463
104311	418100	FICA	2,198
104330	418100	FICA	373
104350	418100	FICA	950
104380	418100	FICA	187
104960	418100	FICA	396
105550	418100	FICA	2,499
105820	418100	FICA	138
106120	418100	FICA	244
106121	418100	FICA	213
106125	418100	FICA	296
106126	418100	FICA	53
145310	418100	FICA	4,139
145370	418100	FICA	153
667420	418100	FICA	2,555
667421	418100	FICA	188
104120	418200	Retirement - LGERS	557
104130	418200	Retirement - LGERS	537
104140	418200	Retirement - LGERS	2,314
104142	418200	Retirement - LGERS	726
104170	418200	Retirement - LGERS	386
104180	418200	Retirement - LGERS	587
104210	418200	Retirement - LGERS	480
104260	418200	Retirement - LGERS	4,366
104310	418200	Retirement - LGERS	8,995
104320	418200	Retirement - LGERS	4,635
104311	418200	Retirement - LGERS	2,943
104330	418200	Retirement - LGERS	500
104350	418200	Retirement - LGERS	1,272
104380	418200	Retirement - LGERS	251
104960	418200	Retirement - LGERS	530
105550	418200	Retirement - LGERS	3,345
105820	418200	Retirement - LGERS	185
106120	418200	Retirement - LGERS	327
106121	418200	Retirement - LGERS	285
106125	418200	Retirement - LGERS	396
106126	418200	Retirement - LGERS	71
145310	418200	Retirement - LGERS	5,540

145370	418200	Retirement - LGERS	204	
667420	418200	Retirement - LGERS	3,420	
667421	418200	Retirement - LGERS	252	
104120	418900	Retirement - 401K	272	
104130	418900	Retirement - 401K	262	
104140	418900	Retirement - 401K	1,130	
104142	418900	Retirement - 401K	354	
104170	418900	Retirement - 401K	188	
104180	418900	Retirement - 401K	287	
104210	418900	Retirement - 401K	234	
104260	418900	Retirement - 401K	2,132	
104310	418900	Retirement - 401K	4,392	
104320	418900	Retirement - 401K	2,263	
104311	418900	Retirement - 401K	1,437	
104330	418900	Retirement - 401K	244	
104350	418900	Retirement - 401K	621	
104380	418900	Retirement - 401K	122	
104960	418900	Retirement - 401K	259	
105550	418900	Retirement - 401K	1,633	
105820	418900	Retirement - 401K	90	
106120	418900	Retirement - 401K	160	
106121	418900	Retirement - 401K	139	
106125	418900	Retirement - 401K	194	
106126	418900	Retirement - 401K	35	
145310	418900	Retirement - 401K	2,705	
145370	418900	Retirement - 401K	100	
667420	418900	Retirement - 401K	1,670	
667421	418900	Retirement - 401K	123	
103991	399100	Fund Balance		404,273
143991	399100	Fund Balance		68,936
663991	399100	Fund Balance		44,062

Per Board action taken 2/16/21; to recognize lottery funds requested and approved.

105911	471000	Lottery funds		75,000
105911	470037	Blowing Rock gym floor	75,000	

Per Board action taken 5/18/21; to recognize lottery funds requested and approved.

104311	451008	Capital outlay - Towers	35,000	
213991	399101	Fund Balance Appropriation		35,000
219800	498010	Transfer to General Fund	35,000	
103980	398121	Transfer from Capital Projects Fund		35,000

Per Board action taken 5/18/21; to transfer additional funds for Emergency Management Tower expansion from the Capital Reserve

103200	323100	Local option sales tax		50,483
104350	454000	Capital outlay - vehicle	25,688	

104380	454000	Capital outlay - vehicle	24,795	
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Per Board action taken 5/18/21; to purchase a 2021 Subaru Forester and a 2021 4x4 pickup truck.

104920	463000	General appropriation	19,000	
213991	399101	Fund Balance Appropriation		19,000
219800	498010	Transfer to General Fund	19,000	
103980	398121	Transfer from Capital Projects Fund		19,000

Per Board action taken 6/1/21; to transfer funds from Capital Reserve for EDC funding to the Watauga Arts Council.

104330	469901	Foscoe Fire Dist Sales Tax Distribution	65,000	
104330	469903	Fall Creek Fire Dist Sales Tax Distribution	1,100	
104330	469904	Beaver Dam Fire Dist Sales Tax Distribution	12,500	
104330	469905	Boone Fire Dist Sales Tax Distribution	103,000	
104330	469906	Zionville Fire Dist Sales Tax Distribution	14,200	
104330	469907	Cove Creek Fire Dist Sales Tax Distribution	29,000	
104330	469908	Stewart Simmons Fire Dist Sales Tax Distribution	31,400	
104330	469910	Meat Camp Fire Dist Sales Tax Distribution	25,000	
104330	469911	Todd Fire Dist Sales Tax Distribution	8,000	
104330	469912	Blowing Rock Fire Dist Sales Tax Distribution	58,500	
104330	469913	Shawneehaw Fire Dist Sales Tax Distribution	13,800	
104330	469919	Creston Fire Dist Sales Tax Distribution	1,800	
104330	469924	Deep Gap Fire Dist Sales Tax Distribution	22,500	
104330	469998	Beech Mountain Fire Dist Sales Tax Distribution	7,000	
104330	469999	Seven Devils Sales Tax Distribution	2,846	
103200	323300	Sales Tax Revenue		395,646

To recognize additional projected sales tax distribution above original budget.

243102	312100	Current year taxes Boone		85,000
243102	312101	Current year taxes Foscoe special district		7,100
243102	312105	Current year taxes Beech Mtn special district		500
243102	312107	Current year taxes Cove Creek special district		400
243102	312108	Current year taxes Shawneehaw special district		1,000
244340	469901	Pay to fire district-Foscoe	7,100	
244340	469905	Pay to fire district-Boone	85,000	
244340	469907	Pay to fire district-Cove Creek	400	
244340	469908	Pay to fire district-Shawneehaw	1,000	
244340	469998	Pay to fire district-Beech Mtn	500	
283102	312101	Current year taxes Foscoe		26,000
283102	312103	Current year taxes Fall Creek		1,000
283102	312104	Current year taxes Beaver Dam		8,000
283102	312105	Current year taxes Stewart Simmons		22,000
283102	312106	Current year taxes Zionville		6,000
283102	312107	Current year taxes Cove Creek		19,600

283102	312108	Current year taxes Shawneehaw		2,800
283102	312109	Current year taxes Meat Camp		20,000
283102	312110	Current year taxes Deep Gap		4,000
283102	312111	Current year taxes Todd		1,800
283102	312112	Current year taxes Blowing Rock		25,000
283102	312119	Current year taxes Meat Camp/Creston		1,000
284340	469901	Pay to fire district-Foscoe	26,000	
284340	469903	Pay to fire district- Fall Creek	1,000	
284340	469904	Pay to fire district-Beaver Dam	8,000	
284340	469905	Pay to fire district-Stewart simmons	22,000	
284340	469906	Pay to fire district-Zionville	6,000	
284340	469907	Pay to fire district-Cove Creek	19,600	
284340	469908	Pay to fire district Shawneehaw	2,800	
284340	469909	Pay to fire district-Meat Camp	20,000	
284340	469910	Pay to fire district-Deep Gap	4,000	
284340	469911	Pay to fire district-Todd	1,800	
284340	469912	Pay to fire district-Blowing Rock	25,000	
284340	469919	Pay to fire district - Meat Camp/Creston	1,000	

To recognize additional projected fire tax distribution above original budget.

753212	469082	Representative 082		11,462
753212	469119	Representative 119		12,682
753212	469122	Representative 122		11,845
753212	469142	Representative 142		14,711
753212	469158	Representative 158		12,727
753212	469159	Representative 159		22,170
753212	469163	Representative 163		10,768
753212	469168	Representative 168		9,822
753212	469173	Representative 173		20,952
753212	469177	Representative 177		181
753212	469202	Representative 202		16,376
753212	469210	Representative 210		12,912
753212	469211	Representative 211		9,814
753212	469214	Representative 214		10,142
753212	469215	Representative 215		12,902
753212	469216	Representative 216		10,941
753212	469220	Representative 220		11,079
753212	469221	Representative 221		6,531
754400	469082	Representative 082	11,462	
754400	469119	Representative 119	12,682	
754400	469122	Representative 122	11,845	
754400	469142	Representative 142	14,711	
754400	469158	Representative 158	12,727	
754400	469159	Representative 159	22,170	
754400	469163	Representative 163	10,768	
754400	469168	Representative 168	9,822	
754400	469173	Representative 173	20,952	
754400	469177	Representative 177	181	

754400	469202	Representative 202	16,376
754400	469210	Representative 210	12,912
754400	469211	Representative 211	9,814
754400	469214	Representative 214	10,142
754400	469215	Representative 215	12,902
754400	469216	Representative 216	10,941
754400	469220	Representative 220	11,079
754400	469221	Representative 221	6,531

To recognize the representative payee fund as required by the NC State Treasurer

103300	341700	HAVA grant		72,029
104170	449023	HAVA grant	72,029	

To recognize funds received for BOE for the HAVA grant

104141	469500	Contracted services	158,847	
103991	399100	Fund balance		158,847

To recognize funds for tax revaluation appraisal services with Vincent Valuations LLC. Adequate funds were carried forward as restricted in fund balance from pervious years.

105911	470001	Lottery funds	14,409	
103300	349909	Lottery funds		14,409

To recognize lottery funds for carpet/tile from previous fiscal year

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AGENDA ITEM 12:

FINANCE MATTERS

B. Juvenile Crime Prevention Council (JCPC) FY 2022 Certification, Membership, and County Plan

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will present the Juvenile Crime Prevention Council (JCPC) Certification and County Plan as well as the membership roster for FY 2022.

Board approval is requested for the certification, county plan, and membership roster.



WATAUGA COUNTY

FINANCE OFFICE

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

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: JCPC Certification, Membership, and County Plan for 2021-22
DATE: June 7, 2021

Attached please find the annual Juvenile Crime Prevention Council Certification, membership recommendations, and County Plan for the coming fiscal year. These documents summarize the work done for the current fiscal year and the plan for the next fiscal year.

Board approval is requested.

Juvenile Crime Prevention Council Certification

Fiscal Year: 2021 - 2022 _____

County: Watauga	Date: 5-6-2021
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. (Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)	
1-Year Funding: FY 22	2-Year Funding: FY _____ and FY _____

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|-------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | _____ |
| B. Is the membership list attached? | _____ |
| C. Are members appointed for two-year terms and are those terms staggered? | _____ |
| D. Is membership reflective of social-economic and racial diversity of the community? | _____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | _____ |

If not, which positions are vacant and why?

Open positions are being recruited.

STANDARD #2 - Organization

- | | |
|--|-------|
| A. Does the JCPC have written Bylaws? | _____ |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | _____ |
| D. Does the JCPC have written policies and procedures for funding and review? | _____ |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually? | _____ |
- JCPC has: Chair; Vice-Chair; Secretary; Treasurer.

STANDARD #3 - Meetings

- | | |
|--|-------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | _____ |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | _____ |
| C. Does the JCPC meet six (6) times a year at a minimum? | _____ |
| D. Are minutes taken at all official meetings? | _____ |
| E. Are minutes distributed prior to or during subsequent meetings? | _____ |

STANDARD #4 - Planning

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? _____ yes
- B. Is this Annual or Biennial 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 a minimum of biennial 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. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30th annually.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ \$500
Local	_____
Other	_____
Total	_____ \$500



JCPC Chairperson _____ Date

Chairman, Board of County Commissioners _____ Date

DPS Designated Official

Date

Juvenile Crime Prevention Council Certification (cont'd)

Watauga

County

FY 2021-2022

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 or designee	Kat Eller	Boone Police	<input checked="" type="checkbox"/>	W	F
3) Local Sheriff or designee			<input type="checkbox"/>		
4) District Attorney or designee	Meghan Wills	Assistant D.A.	<input checked="" type="checkbox"/>	W	F
5) Chief Court Counselor or designee		Chief Counselor	<input type="checkbox"/>		
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	S. Jessup	Vaya Health	<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	Holly Robinson	Daymark Recovery Serv.		W	F
10) Member of Faith Community	Chris Hughes	Evangelist		W	M
11) County Commissioner	John Welch	Commissioner		W	M
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles		WHS Student			
		WHS Student			
13) Juvenile Defense Attorney					
14) Chief District Judge or designee			<input type="checkbox"/>		
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	G. Ad Litem		W	F
20) County Commissioner appointee	Michael Ackerman	Juvenile Court Counselor		W	M
21) County Commissioner appointee	Mechelle Miller	Field Specialist		W	F
22) County Commissioner appointee	Judy Winecoff	Youth Librarian		W	F
23) County Commissioner appointee					
24) County Commissioner appointee					
25) County Commissioner appointee					

**Watauga County
Juvenile Crime Prevention Council
By-Laws**

Article I: Name and Purpose

Section 1: The name of the organization shall be the Watauga County Juvenile Crime Prevention Council (the Council, and JCPC).

Section 2: The purpose of the Council shall be to plan and develop strategies to address and prevent juvenile delinquency at the county level in partnership with the State so that there is coordination with statewide resources, priorities, and objectives. The Council is responsible for developing a local continuum of sanctions and services to address the issues of undisciplined and delinquent juveniles and their families.

Article II: Records

Organizational records, including By-laws and minutes, and property of the JCPC shall be located at the Watauga County Offices, under the care and control of the County Manager or his or her designee.

Article III: Membership

Section 1: Members of the Council shall be appointed annually by the Board in accordance with NCGS §143B-845 to 851. For the purposes of the County by-laws, the term "member" includes, if authorized by NCGS §143B-846, the member's designee.

Section 2: The term of appointment of members shall be for a period of two years, except that members when appointed to an unexpired term shall serve for the remainder of that unexpired term (NCGS §143B-847). Members may be reappointed and may serve successive terms.

Section 3: Terms of appointment shall begin July 1, 1999 (NCGS §143B-847) unless said appointment is to an unexpired term. The term of appointment to such term shall begin at the next meeting of the Council following the appointment.

Section 4: The Chair of the Membership and Nominations Committee shall advise the Board of any members whom should be replaced because of resignation, death, nonfeasance, or malfeasance (NCGS §143B-848). Nonfeasance shall include failure to attend three consecutive meetings of the Council. The Membership and Nominations Committee Chair or any Council member shall make recommendations to the Council as to replacement. The Chairperson or designee will take these recommendations to the Board for final action.

Article IV: Officers

Section 1: The Officers of the Council (Officers) shall be elected by the members of the Council (NCGS §143B-846). To avoid a real or perceived conflict of interest, members associated with or related to members associated with, funded programs or programs seeking funding, shall not be eligible for election or appointment as Officers of the Council.

Section 2: The Officers shall be elected for terms of one year and may succeed themselves.

Section 3: Duties of the Officers.

3.1: The Chairperson shall:

- preside at all meetings of the Council;
- serve as a member ex officio of all committees of the Council;
- report upon the activities of the Council to the Board;
- serve as the Executive Officer of the Council;
- appoint committees, committee membership and committee Chairs as necessary and in keeping with the By-laws; and,
- exercise all such other duties and powers provided herein.

3.2: The Vice-Chairperson shall:

- preside at all meetings of the Council in the absence of the Chairperson;
- exercise all other duties assigned by the Chairperson; and,
- exercise all other duties and powers provided herein.

3.3: The Secretary shall:

- keep the minutes of all meetings of the Council and shall distribute these to the members as specified herein; and,
- exercise all such other duties provided herein.

3.4: The Treasurer shall:

- keep accurate account of all funds provided to the Council for the exercise of its business; and,
- exercise all such other duties provided herein.

Article V: Meetings

Section 1: The Council shall meet at least bi-monthly (NCGS §143B-849).

Section 2: All meetings of the Council shall be subject to the provisions of NCGS §143-318.9 through 143-318.18.

Section 3: A Quorum, defined as a simple majority of the members, shall be necessary to conduct any business of the Council or its committees (NCGS §143B-849).

Section 4: Minutes, including a record of attendance shall be taken at all meetings of the Council and shall be distributed to the members prior to or at subsequent meetings. Council Committee Chairs shall present a written or oral report if requested at each regularly scheduled Council meeting.

Section 5: Except in cases of emergency, cancellation of any meeting of the Council shall require notification of each member by the Chairperson in writing or by phone, fax, or email two days prior to the scheduled meeting date.

Section 6: Special Meetings

6.1: The Chairperson may call such special meetings as are necessary to carry out the duties of the Council.

6.2: Notice of all special meetings shall be made as required by NCGS §143-318.12.

Section 7: Remote Meetings and Participation:

7.1: During a declared state of emergency which has been declared by either the State of North Carolina or the County of Watauga, the Chairperson or designee is authorized to declare that an official meeting shall be conducted in whole or in part through remote means.

7.2: At the beginning of the meeting, the Chairman or designee shall immediately identify him/herself and announce that he/she is present and participating remotely and will conduct a roll call of members of the Council to determine which members are participating remotely. Each member must be identified to ensure a quorum is present for the meeting.

7.3: The Chairman or designee shall conduct a roll call vote of the members participating remotely what his/her vote preference is which shall be re-stated and confirmed by the Chairman or designee.

Article VI: Committees

Section 1: The Executive Committee: The Executive Committee shall be composed of the Officers and the Chairs of each Standing Committee.

- 1.1: The Executive Committee shall function to coordinate the various activities of the Council and its committees between meetings.
- 1.2: Notification of each meeting of the Executive Committee shall be made to each member in writing or by phone, fax, or email at least 5 days prior to the meeting. Attendance of any member at any meeting without protesting the lack of proper notice shall be deemed a waiver of the notice of the meeting.

Section 2: Standing Committees: The Chairperson shall annually appoint at least two members of the Council to each of the following committees, except that at least five members shall be appointed to the Allocations Committee. To avoid a real or perceived conflict of interest, members associated with or related to members associated with, funded programs or programs seeking funding, shall not be eligible for appointment to the Monitoring or Allocations Committee.

2.1: The Monitoring Committee shall:

- Evaluate the performance of juvenile services and programs in the community and present the results of evaluations to the Council. This information shall be used by the Council to determine whether, and/or under what conditions, each program/agency should be eligible to request continued funding. (NCGS §143B-851).
- Perform such other duties as shall be established by the Council.

2.2: The Allocations Committee shall:

- Advertise, receive, review and evaluate proposals for JCPC funds.
- Make funding allocation recommendations to the full Council for programs and services to address undisciplined, delinquent, mental health and substance abuse issues, including the treatment, counseling, or rehabilitation of juveniles and their families, including court-ordered parenting education and parenting responsibility classes if indicated (NCGS §143B-851).
- Conduct such other duties as shall be established by the Council.

2.3: The Membership and Nominations Committee, or any Council member, may recommend annually, and at such times as vacancies occur, persons for nomination for appointment as members and Officers of the Council. Upon Council approval, these names will be recommended by the Chairperson or their designee to the Board. The Committee shall also perform such other duties as may be established by the Council.

Section 3: Ad Hoc Committees: The Chairperson may appoint ad hoc committees and Chairs for them, as deemed necessary to carry out business of the Council not otherwise addressed by Standing Committees. The appointment of each ad hoc committee shall expire with the term of the Chairperson who appointed said committee.

Section 4: Committee Membership: The Chairperson may appoint persons who are not members of the Council to any committee as non-voting members when this is deemed appropriate to the business of that committee.

Section 5: Committee Leadership: The Chairperson shall annually appoint a Chair of each Standing Committee of the Council and of each ad hoc Committee from the membership of the Council. To avoid a real or perceived conflict of interest, members associated with or related to members associated with, funded programs or programs seeking funding, shall not be eligible for election or appointment as Committee Chair.

Article VII: Governance

Section 1: By-laws: The By-laws may be amended or repealed and new By-laws adopted by the affirmative vote of two-thirds of the members present at any regular or special meeting providing a quorum is present and all members have been given proper notice. In the event of a tie, the Chairperson shall make the final decision.

Section 2: Proper Notice: Notice of any proposed amendment or repeal and replacement of the By-laws shall be given to all members of the Council by mail, fax or email, including the substance of the change and the date, time and place of the meeting at which this matter is to be considered at least 10 days prior to such meeting.

Section 3: Decision-making: The Council will use consensus decision-making if possible, and, if consensus can't be reached within the time-frame required as determined by the Chairperson, a majority vote (51%) will determine the outcome of the decision. The Chairperson may, if approved by a majority present at any meeting lacking a quorum, contact members to enlist their decision by email or fax, and attach those documents to the meeting records to support the final decision.

Section 4: Conflict of Interest: Juvenile Crime Prevention Council (JCPC) members are public officers and are subject to N.C.G.S. §14-234, which requires that (1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law; (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract; and (3) No public officer or employee may solicit or receive any gift, reward, or promise of reward in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

JCPC Council members shall comply with N.C.G.S. §14-234 and with specific policies, procedures and forms for addressing and disclosing conflicts of interest as provided by the Division of Juvenile Justice on the DPS web site and as promulgated by the Area Consultant or other authorized representative of the Division.

Article VIII: Council Member Information

A directory of council member and funded program member contact information (phone numbers and email addresses, if available) shall be provided to each member at the first meeting of the Council each fiscal year, and provided, as requested, to each member appointed to the Council during the course of the year. Statutes, policies, and procedures for JCPC's are available on the DPS web site.

Article IX: Adoption:

These By-laws for the Watauga County Juvenile Crime Prevention Council as contained herein are hereby adopted as revised this date:

The 10th day of December, 2020.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a long, horizontal, wavy line that tapers to the right.

Signature, JCPC Chair

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

Program: _____

Fiscal Year	2021-2022		Number of months	
	Cash	In-Kind	Total	
I. Personnel Services				
120 Salaries & Wages	_____	_____	_____	
180 Fringe Benefits	_____	_____	_____	
190 Professional Services	_____	_____	_____	
II. Supplies & Materials				
	\$350		\$350	
210 Household & Cleaning	_____	_____	_____	
220 Food & Provisions	\$175	_____	\$175	
230 Education & Medical	_____	_____	_____	
240 Construction & Repair	_____	_____	_____	
250 Vehicle Supplies & Materials	_____	_____	_____	
260 Office Supplies & Materials	\$175	_____	\$175	
280 Heating & Utility Supplies	_____	_____	_____	
290 Other Supplies & Materials	_____	_____	_____	
III. Current Obligations & Services				
	\$150		\$150	
310 Travel & Transportation	_____	_____	_____	
320 Communications	_____	_____	_____	
330 Utilities	_____	_____	_____	
340 Printing & Binding	_____	_____	_____	
350 Repairs & Maintenance	_____	_____	_____	
370 Advertising	\$150	_____	\$150	
380 Data Processing	_____	_____	_____	
390 Other Services	_____	_____	_____	
IV. Fixed Charges & Other Expenses				
410 Rental of Real Property	_____	_____	_____	
430 Equipment Rental	_____	_____	_____	
440 Services & Maint. Contracts	_____	_____	_____	
450 Insurance & Bonding	_____	_____	_____	
490 Other Fixed Charges	_____	_____	_____	
V. Capital Outlay				
510 Office Furniture & Equipment	_____	_____	_____	
530 Educational Equipment	_____	_____	_____	
540 Motor Vehicle	_____	_____	_____	
550 Other Equipment	_____	_____	_____	
580 Buildings, Structures & Improv.	_____	_____	_____	
Total	\$500		\$500	

Watauga County Juvenile Crime Prevention Council Request for Proposals

\$139,176

Anticipated County Allocation

30%

Required Local Match Rate

2/3/2021

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 2021 - 2022 beginning on, or after, July 1, 2021. 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 Education & Skill Building	Teen Court/Restorative Justice	Substance Abuse Treatment
Interpersonal Skill Building	Community Service/Restitution	Temporary Shelter Care
Experiential Skills	Home-based Family Counseling	Tutoring and Academic Enhancement
Mediation	Vocational Skills	

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

Most Serious Prior Adjudications	Relationship with Peers
Substance Use/Abuse	Parental Supervision
School Behavior Problems	

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.

Stephen Poulos

at

828-264-9511

JCPC Chairperson or Designee

Telephone #

**In order to apply for FY 2021-2022 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, Megan Webster at 828-296-4744.

Deadline for Application is: Friday, March 5th, 2021 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: Thursday, January 28, 2021 12:29 PM
To: Adam Jones; Becky Ballew; 'Brandi Deyton'; 'Candis Walker'; 'Charlene Leonard'; 'Chris Hughes'; Chris Renfro; 'Corinne Giles'; 'Danny Biddix'; Donna Ratcliff; Ella Carroll; 'Heather Canipe'; Holly Robinson; 'Jennifer Warren'; 'Jessi Shehan'; 'Joan Hearn'; 'John Troy Autry'; 'John Welch'; 'Josh Teague'; 'Judith Winecoff'; Kimberly Kop (kopk@wataugaschools.org); 'Lisa Garland'; 'Lori Gerber'; Mackenzie Laney; Maddy Watson; 'Marisa Cornell'; Matthew Bonestell; 'Mechelle Miller'; Megan Webster; 'Meghan Wills'; Michael Ackerman; 'Misty Watson'; 'Nicole Fynn'; 'Paul Holden'; Stephanie Jessup; 'Stephen Poulos'; 'Valerie Fitch'; 'Veronica Timbers'; 'Zack Green'
Subject: 2021-2022 RFP
Attachments: PSA for RFP process.doc; Watauga JCPC RFP 2021-22.xls

Please see the attached RFP and Public Service Announcement for fiscal year 2021-2022 program funding applications. The ad is scheduled to appear in the Watauga Democrat Wednesday, February 3rd edition. The RFP and Public Service Announcement should appear in various local media and on the county website. The deadline to apply for funding is Friday, March 5th at 4:00pm.

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

Thank you,

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



MOUNTAIN TIMES
PUBLICATIONS
P.O. BOX 1815
BOONE NC 28607
(828)264-6397
Fax (828)262-0282

ORDER CONFIRMATION

Salesperson: BRENDA MINTON

Printed at 01/24/20 09:18 by brend-jm

Acct #: 106000

Ad #: 2068438

Status: New

WATAUGA CO FINANCE
814 WEST KING STREET, SUITE 216
BOONE NC 28607

Start: 01/29/2020 Stop: 01/29/2020

Times Ord: 1 Times Run: ***

MSTD 1.00 X 2.98 Words: 114

Total MSTD 3.00

Class: N5010 PUBLIC NOTICES

Rate: LG1 Cost: 120.75

Affidavits: 1

Ad Descrpt: REQUEST FOR PROPOSALS

Descr Cont: -

Given by: BECKY BALLEW

P.O. #:

Contact:

Phone: (828)265-8007

Fax#: (828)265-8006

Email: becky.ballew@watgov.org

Agency:

Created: brend 01/24/20 09:03

Last Changed: brend 01/24/20 09:18

COMMENTS:

E PROOF

PUB	ZONE	EDT	TP	START	INS	STOP	SMTWTF	S
HCWD	A		97	W Wed	01/29/20	1	Wed	01/29/20 W

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Becky Ballew
Name (print or type)

Becky Ballew
Name (signature)

(CONTINUED ON NEXT PAGE)

WATAUGA CO FINANCE
814 W King St Ste 216
Boone, NC 286073457

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Alexandra Rutherford who being first duly sworn, deposes and says: that he (she) is an employee of ADAMS PUBLISHING GROUP, LLC, engaged in the publication of a newspaper known as **Watauga Democrat**, published in the city of **WATAUGA** in said County and State, that he (she) is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **Watauga Democrat** on the following dates:

21-22 JCPC RFP
02/03/2021

Public Notice
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 \$139,176 to fund programs to serve delinquent and at-risk youth for the state fiscal year **2021-2022** beginning on, or after, **July 1, 2021**. The use of these funds requires a local match of 30%. Please see the Watauga County website at www.wataugacounty.org for further details on the application process. Deadline for applications is March 5th, 2021 at 4:00 PM.



P.O. BOX 1815, BOONE, NC 28607
828-264-6397

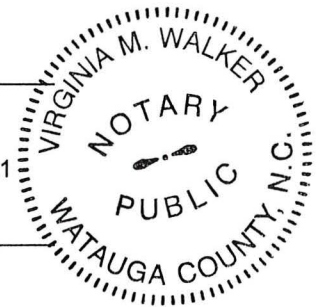
This 11th day of February, 2021

[Signature]
Signature of person making affidavit

Sworn to and subscribed before me on this 11th day of February, 2021

Virginia M. Walker
Virginia M. Walker Notary Public

My Commission expires: July 25, 2021



Juvenile Crime Prevention Council County Plan

Watauga County

For FY 2021-2022

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)

l.

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 completed the activities required to develop this County Plan for FY2021 through FY2022.

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 and Needs Assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Watauga County (The list is in no particular order or priorities).

1. Parent Education and Skill Building
2. Interpersonal Skill Building and an Interpersonal Skills program that specifically delivers Moral Reconciliation Therapy (MRT)
3. Experiential Skills
4. Mediation
5. Teen Court/Restorative Justice (Sentencing Circles)
6. Community Service/Restitution
7. Home-based Family Counseling specific to undocumented and "underinsured" youth
8. Vocational Skills
9. Substance Abuse Treatment
10. Temporary Shelter Care
11. Tutoring and Academic Enhancement

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 an annual 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-Community Programs Section Funds to the following Programs in the amounts specified below for FY 2021-2022 (See JCPC Funding Allocations page) :

1. Crossnore School \$ 5,355
2. Juvenile Mediation \$ 10,000
3. Sentencing Circles \$ 13,500
4. Project Challenge \$ 49,108
5. Teen Leadership \$ 16,130
6. Youth Resource Center \$ 44,583

The JCPC further recommends that the following amount be allocated from the NC Department of Public Safety funds for the administrative costs of the Council for FY 2021-2022:

\$ 500

Respectfully Submitted,



Chair, Stephen Poulos County Juvenile Crime Prevention Council

5/7/21

11.

Watauga County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 139,176 Local Match: \$ 41,603 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 Admin	\$500						\$500	
2	Crossnore Watauga - Crossnore School & Children's Home	\$5,355	\$1,607					\$6,962	23%
3	Juvenile Mediation - Mediation and Restorative Justice Center	\$10,000	\$3,000					\$13,000	23%
4	Project Challenge - Project Challenge North Carolina Inc.	\$49,108	\$14,732					\$63,840	23%
5	Sentencing Circles - Mediation and Restorative Justice Center	\$13,500	\$4,050					\$17,550	23%
6	Teen Leadership Development and After-School Program - Mountain Alliance	\$16,130	\$4,839					\$20,969	23%
7	Youth Resource Center - Western Youth Network	\$44,583	\$13,375					\$57,958	23%
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$139,176	\$41,603					\$180,779	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 2021-2022

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 or County Finance Officer (Date)



III.

Juvenile Crime Prevention Council Organization

	Name	Organization	Title
Chairperson	Stephen Poulos	Watauga County Parks and Recreation	Director
Vice-Chairperson	Judy Winecoff	Appalachian Regional Library	Youth Services Librarian
Secretary			
Treasurer	Misty Watson	Watauga County Finance	Director
Assessment Committee Chairperson	Mechelle Miller	NCDPS	Field Service Specialist
Funding Committee Chairperson	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
8-27-20	10	Yes via WebEx
9-24-20	15	Yes via WebEx
10-22-20	15	Yes via WebEx
12-10-20	11	Yes via WebEx
1-28-21	11	Yes via WebEx
2-25-21	12	Yes via WebEx
3-25-21	9	Yes via WebEx
4-22-21	10	Yes via WebEx
5-27-21	10	Yes via WebEx

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

- These numbers are not true observations due to COVID-19. Referrals to Juvenile Court Counselors were greatly affected by the COVID-19 pandemic beginning in March 2020. The referrals are still being affected and will be an ongoing factor.
- July 1, 2019 through December 1, 2019 the numbers only reflect ages 6-15. December 1, 2019 began Raise the Age where 16 – 17-year-old youth were accepted into Juvenile Justice.
- There were 51 Risk Assessments completed in 2019-2020 which was more than the 45 assessments that were completed the previous year under non pandemic conditions. 43% of those youth assessed were at a Risk Level 4 for recidivating. This is elevated from the previous year's rate and it is higher than any other risk level as well as higher than the State at 32%.

Watauga County Risk Factor Observations: FY 2019-2020

- R4 Prior Assaults – 30% of the youth had prior assaults. This is an increasing trend from the previous two years and it is higher than the state's rate. County rates for the past three years: 20%, 23%, 30%. State levels over the same period: 21%, 20% and 21%.
- R6 Substance Use/Abuse – Substance use and/or abuse has remained above the State average over the last four years with an increasing trend: 37%, 35%, 40% and 42%. State levels over the same period were between 31%-35%.

- R7 School Behavior Problems – Watauga remains high in the moderate to serious category of school behavior problems (largely reflecting suspensions & absences) with 77%, 81%, 77% and 64% over the 4-year period, while the State ranged from 69-76%.
- R8 Relationship with Peers – Youth who lack pro-social peers and sometimes associate with delinquent peers remained high over the four-year period: 59%, 65%, 58% and 65%, while the State ranged from 39%-42%.
- R9 Parental Supervision – The number of parents willing but unable to supervise is still significantly higher than the State figure of 12% in 2019-20. Percentages for Watauga were 48%, 39%, 42% and 28% 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

- These numbers are not true observations due to COVID-19. Referrals to Juvenile Court Counselors were greatly affected by the COVID-19 pandemic beginning in March 2020. The referrals are still being affected and will be an ongoing factor.
- July 1, 2019 through December 1, 2019 the numbers only reflect ages 6-15. December 1, 2019 began Raise the Age where 16 – 17-year-old youth were accepted into Juvenile Justice.
- The percentage of youth with medium needs in Watauga is higher than for the State, and consistently has been higher. In 2019-20 Watauga's medium needs percentage was 41% versus the State's 28%. In the high needs category Watauga has decreased from 15% in 2016-17 to 8% in 2019-20, versus 4% for the State in 2019-20.

Watauga County Elevated Needs Observations: FY 2019-2020

- Y1 Peer Relationships – The percentage of youth showing some association with Delinquent Peers has risen sharply over the 4-year period (32%, 42%, 40%, and 41%), versus State figures ranging from 27-29%. Combining those with either Some or Regular association with Delinquent Peers, Watauga is consistently higher than the State, with 54% versus 41% last year. Youth rejected by Positive Peers also remained somewhat higher than for the State over a four-year period, ranging from 18%-24% versus a consistent 15% for the State. Association with Positive Peers has been substantially

lower in Watauga than for the State overall the past 4 years, with Watauga ranging from 17%-25% versus 35%-39% for the State.

- Y2 School Behavior – 81% of the assessed youth have minor to serious school behavior problems. Watauga is consistently higher than the State, with 81% versus 78% last year. The last four years Watauga's figures ranged between 81%-97% with the State's figures ranging between 78%-84%.
- Y4 Substance Abuse – Youth needing substance abuse treatment has ranged from 22%-28% over the four-year period – showing an undesirable trend – compared to the State average of 12%-13%.
- Y6 Abuse/Neglect History – The percentage of youth with a history of abuse was consistently higher than the State. Watauga ranged from 38%-54% over the four-year period versus the consistent three-year State figure of 23% and last year's figure of 21%. An encouraging finding was that the vast majority of those facing abuse had some support: in Watauga 29%-39% with support versus 2%-15% without.
- Y7 Sexual Behaviors – The percentage of youth that have sexually victimized others went from a two-year trend of 0% to 10% last year. The State's rate has been consistent over the past four years at 3%. This is an area that will need to be monitored.
- Y8 Mental Health Needs – Youth with unmet mental health problems has consistently been higher than the State's rate over the four-year period. Watauga four-year period: 71%, 79%, 71%, and 45% while the State four-year period: 34%, 35%, 34%, and 29%.
- 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 the State over the last four years (37%, 40%, 36%, and 29%). The State showed 21%, 20%, 19%, and 17% over the same four-year period. Domestic Violence is elevated from the previous year: 4% vs. 8% and higher than the State: 8% vs. 4%.
- F4 Family Substance Abuse – Family substance abuse over a four-year period in Watauga ranged from 29%-35%, compared to the State average of 10%-12% over the same period.
- F5 Family Criminality – The percentage of families with a criminal history has been steady over the four-year period (46%, 48%, 47%, and 53%), and generally has outpaced the State. The State also remained consistent over this period (40%, 39%, 38%, and 36%).

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.

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. Adjudicated delinquent 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. Watauga Community Recreation Center is close to completion and services are being planned. Anticipated time for opening is early 2021.

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.

School-based therapy (SBT) through FOCUS is now available. The high school continues to be served by the ASC Center, but this consists of clinicians in training rather than seasoned professionals.

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 2021 - 2022:

- Parent Education & Skill Building
- Interpersonal Skill Building and an Interpersonal Skills program that specifically delivers Moral Reconciliation Therapy (MRT)
- Experiential Skills
- Mediation
- Teen Court/Restorative Justice (Sentencing Circles)
- Community Service/Restitution

- Home-based Family Counseling specific to undocumented and “underinsured” youth
- Vocational Skills
- Substance Abuse Treatment
- Temporary Shelter Care
- Tutoring and Academic Enhancement

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	Target Populations						
		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
Structured Activities	WYN-Youth Resource Center							
	WYN - Summer Program							
	Mountain Alliance							
	WYN Mentoring							
	NC Works							
	Daymark Individual Placement Support (IPS), mainly adults							
	Youth Villages-Lifeset, Independent Living Skills							
	DARE							
	Junior ROTC							
	Boy Scouts/Girl Scouts							
	4-H							
	Church Youth Groups							
	Police Explorer program							
	Upward Bound							
	Parks and Recreation programming							
	Teen Center/Rec Center-Coming in spring 2020							
	Gear Up, schools-tutoring and mentoring							
	Drug prevention programs							
Parenting Programs-Love and Logic & STEP								
Triple P Parenting - Levels 2 and 3								
Triple P Parenting - Levels 4 and 5								
Parenting resources and support								
Restorative Services	Mediation							
	Teen Court							
	Project Challenge							
Community Day Programming	Structured Day Program for grades 6-12							
	Alternative Learning Program (ALP)							
Assessments	Daymark Recovery Services and Other Private Providers, Youth Villages							
	Western Area Multipurpose, Crisis, & Assessment Ctr.							
Clinical Treatment	Counseling Services -Mental Health & Private							
	Substance Abuse Treatment-Mental Health							
	Sex Offender Services - Children's Hope Alliance							
	Parent Groups (Parents of kids in therapy) - psycho-educational							
	Behavioral Healthcare Counseling							
	Enhanced mental Health services for undocumented youth							
	Pregnancy Care Management							
	AMI Kids - Functional Family Therapy							
	Youth Villages-Intercept, in-home counseling							
	Mobile Crisis							
	ASC							
	Intensive In Home Services							
MST Multi Systemic Therapy								
Residential	Children's Hope Alliance							
	Eckerd Youth Alternatives							
	Independent Living program-need services closer to Watauga							
	Inpatient Substance Abuse Program							
	TASK-Children's Hope Alliance							
	Crossnore							
	Western Area Multipurpose, Crisis, & Assessment Ctr.							
	Grandfather Home-Children's Hope Alliance							
	Caiyalynn Burrell Crisis Center							
	Eliada Assessment Center							
Therapeutic Foster & Respite Care								
WestCare Residential Service for Girls-distance barrier								

Watauga County

	JCPC Continuum of Services	Currently Funded JCPC Services	JJTC Continuum of Services	JJTC Services Currently Available
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

V.

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

061521 BCC Meeting

\$139,176

Anticipated County Allocation

30%

Required Local Match Rate

2/3/2021

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 2021 - 2022 beginning on, or after, July 1, 2021. 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 Education & Skill Building	Teen Court/Restorative Justice	Substance Abuse Treatment
Interpersonal Skill Building	Community Service/Restitution	Temporary Shelter Care
Experiential Skills	Home-based Family Counseling	Tutoring and Academic Enhancement
Mediation	Vocational Skills	

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

Most Serious Prior Adjudications	Relationship with Peers
Substance Use/Abuse	Parental Supervision
School Behavior Problems	

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.

Stephen Poulos

at

828-264-9511

JCPC Chairperson or Designee

Telephone #

**In order to apply for FY 2021-2022 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, Megan Webster at 828-296-4744.

Deadline for Application is: Friday, March 5th, 2021 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
Sentencing Circles	<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 Meets a new goal of providing a Teen Court component <input type="checkbox"/> Other <input 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 checked="" 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
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 type="checkbox"/> Would increase funding to this service if funds were available
Teen Leadership Development & Support Program	<input checked="" 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 Teches and models social and academic skills <input checked="" type="checkbox"/> Other Offers afterschool options for older students <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
	<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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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
	<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

VII.

Program Enhancement Plan (PEP)

Program/Component: Juvenile Mediation

Brief Description: The program provides mediation and other restorative processes for juveniles who are involved in conflicts with parents, peers or school personnel, and/or have engaged in personal property crimes. Mediation provides an opportunity for youth to resolve disputes, arrange reparation to victims and repair relationships. Mediation helps hold youth accountable for their actions while providing an opportunity to learn conflict resolution, communication, self-awareness, and empathy skills.

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	NA	Improve evaluation of staff and services by formalizing the documentation of the evaluation process.	1. Program Lead will provide evaluation oversight Staff bi-annually. 2. The documentation will be provided by the Service Evaluation Form and placed in staff member's file.	Program Manager Program Lead	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score					
POP					

This Plan is approved by: Maureen Cornell 4/11/21 [Signature] 5/18/21

Program Manager Signature Date JCPC Chair Signature Date

Program Enhancement Plan (PEP)

Program/Component: Youth Resource Center (Western Youth Network)
Brief Description: Western Youth Network's Youth Resource Center (YRC) is a Social Skills Training program for adjudicated and/or at risk middle school youth in Watauga. The program operates for 2:30-6pm, Mon-Fri throughout the school year. YRC staff facilitates skill building, interaction with pro-social peers, and resiliency skills.



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	20				
Quality of Service Delivery	15	We Would like to be reassessed through an audit of our quality of service delivery	We have worked very hard through the past few years to build our quality of service	Heather Canipe	
Amount of Service: Duration and Contact Hours	18	We would like to increase duration	We would work with parents on encouraging their child to come to WYN by educating the parent on the importance of our program	Kiersten Kleene and Olivia Farmer	
Risk Level of Youth	5				
Total SPEP Score	58				
POP					

This Plan is approved by: *Heather Canipe* 1/7/21 *[Signature]* 1/21/21
 Program Manager Signature Date JCPC Chair Signature Date

Program Enhancement Plan (PEP)

Program/Component: Youth Resource Center- Summer (Western Youth Network)
Brief Description: Western Youth Network's Youth Resource Center-Summer (YRC) provides a 6 week experiential summer day camp for rising 5th-9th graders in watauga county. Participants may take part in hiking, kayaking, biking and other challenging tasks that help improve their self-esteem and confidence and assist them with interpersonal skills. At risk and court involved youth have oppurtunities 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, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	15				
Quality of Service Delivery	15	We Would like to be reassessed through an audit of our quality of service delivery	We have worked very hard through the past few years to build our quality of service	Heather Canipe	
Amount of Service: Duration and Contact Hours	18	We would like to inceaze contact	We would work with parents on encourage their child to come to WYN by educating the parent on the importance of our program	Kiersten Kleene and Olivia Farmer	
Risk Level of Youth	7				
Total SPEP Score	55				
POP					

This Plan is approved by:  1/7/21  1/24/21
 Program Manager Signature Date ICPC 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-Continue to follow added summary to Program Manual. 2-Continue to follow added summary to Program Manual. 3-Continue to follow added summary to Program Manual.
Amount of Service: Duration and Contact Hours	8	Improve % of juvenile receiving optimal duration	1. Schedule participants for 9 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 9 weeks and frequency requirements are met. 2-Continue open communication with all involved.
Risk Level of Youth	23				
Total SPEP Score	63				
POP	79%				

This Plan is approved by: *Charles C. Rufin* 01-06-2021 *[Signature]* 1/21/21

Program Manager Signature
Date
JCPC Chair Signature
Date

Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders[©]

Recalibrated version, 2013

County **Watauga**
 Total Number of Qualifying Terminations **12**
 Program Name **Project Challenge**
 Component Name **Project Challenge**
 Date Range **07/01/2019 - 06/30/2020**
 SPEP Score Creation Time **12/31/2020 11:23 AM**

		Possible Points	Points Received
SPEP Primary Service Points Group 1 - 5 Points Group 4 - 25 Points Group 2 - 10 Points Group 5 - 30 Points Group 3 - 15 Points	Restitution / Community Service Group 2 Service	30	10
SPEP Supplemental Service Points Program has a qualifying supplemental service: provided - 5 points/not provided - 0 points No qualifying supplemental service – 5 automatic points	None	5	5
Quality of Service Points		20	17
Duration Points Percentage of youth with Target Weeks Met 0% (0 pts) 60% (6 pts) 20% (2 pts) 80% (8 pts) 40% (4 pts) 90% (10 pts)	Target Weeks of Service met: 66%	10	6
Contact Hours Points Percentage of youth with Target Hours Met 0% (0 pts) 60% (6 pts) 20% (2 pts) 80% (8 pts) 40% (4 pts) 90% (10 pts)	Target Hours of Service met: 33%	10	2
Risk Tier 1 Points Based on % of youth with risk scores 3-30 0% (0 pts) 75% (7 pts) 30% (2 pts) 85% (10 pts) 50% (5 pts) 95% (12 pts)	Risk Tier 1: 91%	12	10
Risk Tier 2 Points Based on % of youth with risk scores 6-30 0% (0 pts) 25% (8 pts) 15% (3 pts) 30% (10 pts) 20% (5 pts) 35% (13 pts)	Risk Tier 2: 41%	13	13
Total SPEP Score		100	63
POP Score Percentage (Basic Score/Max Score by Group)		80	79%

AGENDA ITEM 13:**BID AWARD REQUEST FOR LANDFILL SEDIMENT BASIN IMPROVEMENTS****MANAGER'S COMMENTS:**

Sanitation staff solicited bids for Landfill Sediment Basin Improvements on June 1, 2021. A total of three (3) bids were submitted and opened with the following results:

- JW Hampton Company - Boone, NC - **\$247,886.00**
- KBS Earthworks, Inc. - Julian, NC - \$384,394.84
- Baker's Construction Services, Inc. - Bluff City, TN - \$547,982.42

Staff recommends the County accept the lowest responsive bidder, JW Hampton Company, in the amount of \$247,886. Adequate funds are available in the Fiscal Year 2020-2021 budget.

Board approval is required to award the bid to JW Hampton Company in the amount of \$247,886 for landfill sediment basin improvements.



WATAUGA COUNTY

*SANITATION
DEPARTMENT*

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

June 9, 2021

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Bid Award

Staff accepted bids for Landfill Sediment Basin Improvements on June 1, 2021. A total of three (3) bids were submitted and opened with the following results:

- JW Hampton Company - Boone, NC - **\$247,886.00**
- KBS Earthworks, Inc. - Julian, NC - \$384,394.84
- Baker's Construction Services, Inc. - Bluff City, TN - \$547,982.42

Staff recommends the County accept the lowest responsive bidder, JW Hampton Company, in the amount of **\$247,886**. A copy of their bid has been attached for your reference, as well as McGill Associates' certified bid tabulation.

JW Hampton Company holds an Unlimited General Contractors License with the North Carolina Licensing Board for General Contractors for Highway and Building Construction and is therefore qualified to perform the scope of work for this project.

This project was included in the FY2021 Capital Improvement Plan and Annual Sanitation Budget.



June 8, 2021

Mr. Rex Buck, Operations Services Director
Watauga County
336 Landfill Road
Boone, North Carolina 28607

RE: Recommendation of Award and Certified Bid Tabulation
Sediment Basin Improvements
Watauga County, North Carolina

Dear Mr. Buck:

On June 1, 2021, public bids were opened and read aloud at the Watauga County Sanitation offices for the above referenced project. Three (3) bids were received with the apparent low bid submitted by The J.W. Hampton Company of Boone, North Carolina for a total base bid price of \$247,886.00. Attached is a certified bid tabulation with the details for all the bids submitted.

The J.W. Hampton Company, holds an Unlimited General Contracting License with the North Carolina Licensing Board for General Contractors for Highway and Building construction.

The total base bid amount submitted by The J.W. Hampton Company, is \$247,886.00, whereas the construction budget based on our preliminary estimates is \$274,250.00 (\$301,675 with 10% contingency). Accordingly, the project is within the available funding.

McGill Associates recommends that Watauga County award the construction contract to The J.W. Hampton Company, for a total base bid amount of \$247,886.00.

McGill Associates looks forward to continuing to assist Watauga County during the construction phase of this project. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "S. Burwell", is written over a white background.

SCOTT BURWELL, PE
Senior Project Manager

cc: Mark Cathey, P.E. Principal-Asheville Office Manager
Adam Waldroup, E.I. Planner

P:\2020\20.00705-WataugaCoNC-Sediment Basin Improvements\Bidding\Recommendation of Award\Recommendation of Award 06.03.21.docx

BID FORM

*SEDIMENT BASIN IMPROVEMENTS
WATAUGA COUNTY, NC*

MCGILL PROJECT NO. 20.00705

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

Rex Buck
Operations Services Director
336 Landfill Road, Boone, NC 28607

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u> <i>CMH</i>	<u>5-14-2021</u>
<u>2</u> <i>CMH</i>	<u>5-21-2021</u>
_____	_____
_____	_____

- B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID

Lump Sum Base Bid Price: Two hundred forty-seven thousand eight hundred eighty-six and 00/100 dollars

(words)

(\$ 247,886.00)

(numbers)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 100 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Tim

ARTICLE 7 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: The J.W. Hampton Company (SEAL)

State of Incorporation: North Carolina

Type (General Business, Professional, Service, Limited Liability): Service

By: Cherie M. Hampton
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Cherie M. Hampton

Title: President (CORPORATE SEAL)

Attest Joan H. Hampton

Date of Authorization to do business in [State Where Project is Located] is 06 / 01 / 1985

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: N/A (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3632 Old 421 South
Boone, NC 28607

828
Phone No. 264-7103 Fax No. 264-7107

SUBMITTED on June 1, 2021.

State Contractor License No. 50832.

Watauga County
E-VERIFY AFFIDAVIT

STATE OF N.C.
COUNTY OF Watauga

I, Cherie M. Hampton (the individual attesting below), being duly authorized by and on behalf of
The J.W. Hampton Company (the entity doing business with Watauga County hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO
 4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with Watauga County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This 1 day of June, 2021.

Cherie m Hampton
Signature of Affiant
Title: President

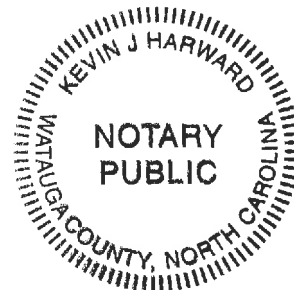
State of NORTH CAROLINA
County of WATAUGA

Signed and sworn to (or affirmed) before me, this the 1
day of JUNE, 2021.

Kevin J Harward
Notary Public
Print Name: KEVIN J HARWARD

My Commission Expires: 3/15/25

(Affix Official/Notarial Seal)



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): The J.W. Hampton Company
3632 Old 421 S
Boone, NC 28607

SURETY (Name, and Address of Principal Place of Business): Travelers Casualty & Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address): Watauga County Solid Waste & Recycling
336 Landfill Road
Boone, NC 28607

BID

Bid Due Date: 5/18/2021

Description (Project Name— Include Location): Watauga County Solid Waste & Recycling Sediment Basin Improvements

BOND

Bond Number: 107366441

Date: 5/13/2021

Penal sum five percent

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

The J.W. Hampton Company (Seal)
Bidder's Name and Corporate Seal

SURETY

Travelers Casualty & Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: Cherie M. Hampton
Signature

By: Jennifer R. Smith
Signature (Attach Power of Attorney)

Cherie M. Hampton
Print Name

Jennifer R. Smith
Print Name

President
Title

Agent
Title

Attest: Joan Hampton
Signature

Attest: Billyann Patrick
Signature

Title Secretary

Title Agent

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JENNIFER R SMITH** of **BOONE**, **North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

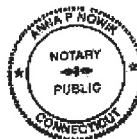
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of MAY 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

3632 Old 421 South
Boone, NC 28607



Phone: (828) 264-7103
Fax: (828) 264-7107

Evidence of Authority to Sign

THE J.W. HAMPTON COMPANY
3632 Old 421 South
Boone, NC 28607

Tel: (828) 264-7103
Fax: (828) 264-7107

Federal Id #: 56-1470933

<u>Corporate Officers</u>	<u>Ownership</u>
Cherie M. Hampton, President 148 Highway 105 Ext., Unit 303 Boone, NC 28607	55%
Christy Hampton Horne, Vice President 4301 Columbine Circle Charlotte, NC 28211	15%
Joan H. Hampton, Secretary 161 Woodbury Lane Boone, NC 28607	15%
Johnny C. Hampton, Assistant Secretary/Treasurer 161 Woodbury Lane Boone, NC 28607	15%

CONSENT OF SHAREHOLDERS OF
THE J. W. HAMPTON COMPANY
TO ACTION WITHOUT MEETING

We, the undersigned, being all of the Shareholders of THE J. W. HAMPTON COMPANY, do hereby adopt the following resolutions by signing our written consent thereto:

WHEREAS, the By-Laws of the Corporation require that the Shareholders of the Corporation hold an annual meeting within five (5) months after the close of its fiscal year; and

WHEREAS, the Shareholders desire that this Consent to Action substitute for said annual meeting.

NOW, THEREFORE, BE IT RESOLVED that this Consent to Action be and it shall be the annual meeting of the Shareholders of the Corporation.

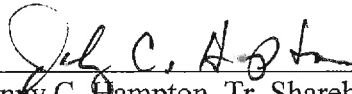
WHEREAS, the financial report of the preceding fiscal year was presented to the Shareholders.

NOW, THEREFORE, BE IT RESOLVED that the annual financial report as presented to the Shareholders be, and it hereby is, adopted and approved.

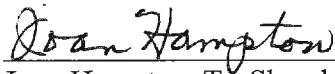
BE IT FURTHER RESOLVED that the following persons be, and they hereby are, elected to serve as directors of the Corporation until their successors shall have been duly elected and qualified:

Johnny C. Hampton
Joan Hampton

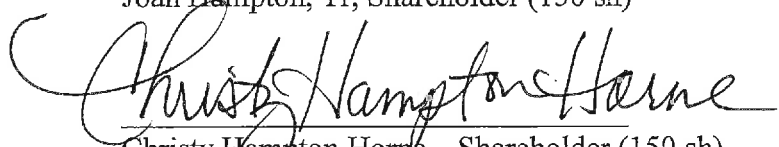
This action is effective the 8th day of January, 2019.



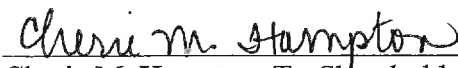
Johnny C. Hampton, Tr, Shareholder (150 sh)



Joan Hampton, Tr, Shareholder (150 sh)



Christy Hampton Horne, Shareholder (150 sh)



Cherie M. Hampton, Tr, Shareholder (550 sh)

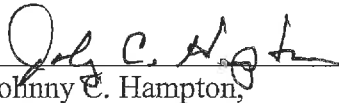
CONSENT OF DIRECTORS OF
THE J. W. HAMPTON COMPANY
TO ACTION WITHOUT MEETING

We, the undersigned, being all of the Directors of THE J. W. HAMPTON COMPANY,
do hereby adopt the following resolutions by signing our written consent thereto:

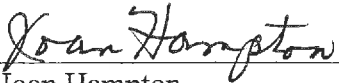
RESOLVED: That the following persons be, and they hereby are,
elected as officers of the Corporation to serve as such until their
successors shall have been duly elected and qualified.

Johnny C. Hampton	- President
Christy Hampton Horne	- Vice President
Joan Hampton	- Secretary
Cherie Hampton Smith	- Treasurer

This action is effective the 8th day of January, 2019.



Johnny C. Hampton,
Director



Joan Hampton,
Director

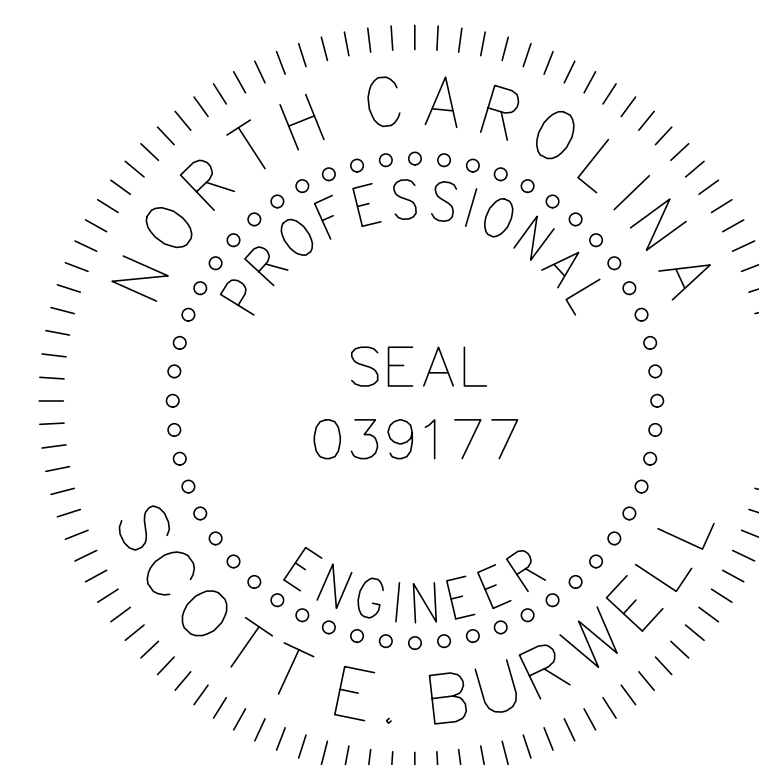
CERTIFIED BID TABULATION
SEDIMENT BASIN IMPROVEMENTS
WATAUGA COUNTY, NORTH CAROLINA

The J.W. Hampton Company 3632 Old 421 South Boone, NC 28607	KBS Earthworks, Inc. 5616 Coble Church Road Julian, NC 27283	Baker's Construction Services, Inc. 4533 Highway 11 E Bluff City, TN 37618
---	--	--

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	LUMP SUM BASE BID	1	LS	\$247,886.00	\$247,886.00	\$384,394.84	\$384,394.84	\$547,982.42	\$547,982.42		
TOTAL							\$247,886.00		\$384,394.84		\$547,982.42



This is to certify that the bids tabulated herein were publicly opened and read aloud at **2:00 p.m.** on the **1st day of June 2021**, in the Watauga County Sanitation offices, **Boone, North Carolina** and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.



SIGNED AND DATED:

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED IN ACCORDANCE WITH THE STANDARD CERTIFICATION REQUIREMENTS FOUND IN NC ADMINISTRATIVE CODE 21-56.1103(E). THIS DIGITAL SIGNATURE HAS BEEN FOUND BY THE NC BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS TO MEET THESE STANDARDS. PLEASE CONTACT THE SIGNER IF YOU NEED ASSISTANCE IN VALIDATING THE SIGNATURE.

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Sheriff's Office Out-of-State Travel Request

MANAGER'S COMMENTS:

Lieutenant Seth Morrison with the Watauga County Sheriff's Office is requesting authorization for out of state travel for three School Resource Officers (SROs) to Columbia, SC for DARE school training.

Board approval is required to authorize the out-of-state travel request.

Richland County Sheriff's Department

S.C. DARE Training Center



"Building Unity in the Community through Professionalism, Passion, Vision and Commitment."

5623 Two Notch Road
PO Box 143
Columbia, SC. 29223

Telephone (803) 576-3000
D.A.R.E. Training Center
SGT. Thomas Reupke
(803) 309-1619
scdare@rcsd.net

To: LT. Seth Morrison

From: Sergeant Thomas Reupke,
S.C. DARE State Coordinator

Subject: **D.A.R.E. Officer Training/Announcement**
July 12 - 23 and July 26 - Aug 6, 2021

I am pleased to announce the dates of our next D.A.R.E. Officer Training. Upon successful completion of this training, your officer will receive certification in the following areas:

- D.A.R.E. elementary curriculum (5th or 6th grade)
- D.A.R.E. middle school curriculum (7th or 8th grade)
- D.A.R.E. visitation lessons (K-4th grades)
- Community presentations (adults)
- New D.A.R.E. High School Curriculum (10th grade)
- Vaping
- Mental Health

Due to COVID-19, we have made necessary changes to the way training is conducted. Each training session will have no more than 24 candidates. This will allow adequate social distancing and is feasible for cleaning purposes. Temperatures of all candidates will be monitored both before class and upon return from lunch. Wearing of masks will be encouraged.

This is a two-week training that will be held at 2831 Clemson Rd., Columbia, SC. The cost is **\$250.00** which includes: instructional training and teaching materials for the above listed curriculums. Lodging and meals will need to be covered by your own agency; we are working on a group rate with Hampton Inn and Suites on Killian Rd., Columbia, SC.

If you have any questions or concerns or would like an application mailed or emailed please contact me. Completed paperwork with signatures from your School District Superintendent, School Principal, along with a **check for \$250.00 to R.C.S.D./DARE Training Center, Attn: SGT. Thomas Reupke** must be returned **by June 25, 2021 (to the address above) or forfeit your seat**.

The S.C. DARE Training Center and Sheriff Leon Lott (Executive Director of S.C. DARE) look forward to helping you and your officer(s) in becoming a certified D.A.R.E. agency.

Respectfully,

Thomas Reupke

cc: CPT. K. Whitaker

RCSD's Mission Statement

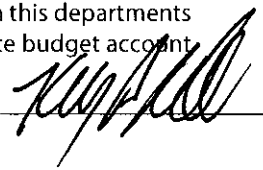
"It is our mission, as trusted public servants, to prevent crime and the fear of crime by providing excellence in law enforcement services, accountability and connections with our communities."

**WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

DATE Jun 4, 2021 BUDGET ACCOUNT NUMBER

NAME: Andrew Smith		TITLE: SRO Deputy		DEPARTMENT: Watauga County Sheriff	
DESTINATION: Columbia, SC		MEETING DATES FROM: Jul 26, 2021		TO: Aug 6, 2021	
Out of State travel? <input checked="" type="radio"/> YES If yes, BCC approval is required and must be signed by County Manager. <input type="radio"/> NO	DEPARTURE	07/25/21	RETURN	08/06/21	
	Purpose	DARE Officer Training			
Overnight Accommodations Required? <input checked="" type="radio"/> YES <input type="radio"/> NO	Name of Hotel/Motel	Hampton Inn and Suites			
	Rate per night/person	115.00	Government Discount?	<input checked="" type="radio"/> YES <input type="radio"/> NO	
Method of Transportation: <input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other					
Cost	Explanation:				

Estimated Expenses				TOTALS	
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				250.	250.00
MEALS	Breakfast:	10	X	8.00	80.00
	Lunch:	10	X	10.00	100.00
	Dinner:	12	X	16.00	192.00
LODGING	Single Rate:	10.00	X	115.00	1150.00
*OTHER					
TOTAL					1772.00

Remarks:		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Finance Staff/Date	Employee/date	Department Head  County Manager (Out of State)

**WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

DATE: Jun 4, 2021 BUDGET ACCOUNT NUMBER: _____

NAME: Brandon Shepherd TITLE: SRO Deputy DEPARTMENT: Watauga County Sheriff

DESTINATION: Columbia, SC MEETING DATES FROM: Jul 26, 2021 TO: Aug 6, 2021

Out of State travel? YES
If yes, BCC approval is required and must be signed by County Manager. NO

DEPARTURE: 07/25/21 RETURN: 08/06/21

Purpose: DARE Officer Training

Overnight Accommodations Required? YES NO

Name of Hotel/Motel: Hampton Inn and Suites

Rate per night/person: 115.00 Government Discount? YES NO

Method of Transportation: County Vehicle Personal Vehicle Air Other

Cost: _____ Explanation: _____

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				250.00
MEALS	Breakfast:	10	X	80.00
	Lunch:	10	X	100.00
	Dinner:	12	X	192.00
LODGING	Single Rate:		X	
*OTHER				
TOTAL				622.00

Remarks: *Staying in room w/ Andrew Smith*

Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected		
Finance Staff/Date	Employee/date	Department Head: <i>[Signature]</i> County Manager (Out of State): _____

**WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

DATE Jun 4, 2021 BUDGET ACCOUNT NUMBER

NAME: Mark Flemming		TITLE: SRO Deputy		DEPARTMENT: Watauga County Sheriff	
DESTINATION: Columbia, SC		MEETING DATES FROM: Jul 26, 2021		TO: Aug 6, 2021	
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES <input type="radio"/> NO	DEPARTURE	07/25/21	RETURN	08/06/21
	Purpose		DARE Officer Training		
Overnight Accommodations Required?	<input checked="" type="radio"/> YES <input type="radio"/> NO	Name of Hotel/Motel		Hampton Inn and Suites	
	Rate per night/person		115.00	Government Discount?	<input checked="" type="radio"/> YES <input type="radio"/> NO
Method of Transportation: <input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other					
Cost		Explanation:			

Estimated Expenses					TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				250	250.00
MEALS Breakfast:	10	X	8.00	80.00	
Lunch:	10	X	10.00	100.00	
Dinner:	12	X	16.00	192.00	
LODGING Single Rate:		X			
*OTHER					
TOTAL				622.00	

Remarks: <i>Staying in a Room w/ Andrew Smith</i>		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Finance Staff/Date	Employee/date	Department Head <i>[Signature]</i> County Manager (Out of State) <i>[Signature]</i>

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AGENDA ITEM 14:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate*****MANAGER'S COMMENTS:**

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 12-14, 2021, in New Hanover County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 9, 2021. For more information on the Conference, please go to: <https://www.ncacc.org/events-training/annual-conference/2021-annual-conference/>.



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 9, 2021** close of business:

Email: alisa.cobb@ncacc.org

AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

Economic Development Commission

A term on the Economic Development Commission will expire in June. These are three-year terms and members are eligible to be appointed for two consecutive terms. Mr. Tim Hodges has served two terms and, therefore, is ineligible for reappointment; a new appointee is needed.

Valle Crucis Historic Preservation Commission

Maria Hyde, the current Chair of the Valle Crucis Historic Preservation Commission (VCHPC) has moved or soon will move out of Watauga County which will require her replacement. Two people have expressed interest in being appointed to replace her. Membership consists of three resident property owners of the historic district, and two members of the Valle Crucis Community Council, regardless of whether they live in the historic district. Mrs. Hyde fills one of the resident property owner slots. Mrs. Rachel Ward who, along with her husband, purchased the Hyde's house is interested in being appointed to the Commission. Also interested is Mr. Pat Brown, who lives in the district along with his wife, Jennifer Stoeber. Both qualify to fill the position.

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: Patrick Brown
Home Address: 217 Fork Mast Rd
City: Burnsville NC Zip: 28604
Telephone: (H) 828-773-8556(M) (Fax) _____
Email: pat.brown1089@gmail.com
Place of Employment: Motorcycle Medic
Job Title: owner

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input checked="" type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|---|
| <input type="radio"/> Foscoe-Grandfather Community | <input checked="" type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- Gender
- Male
 Female

- Ethnic Background
- African American
 Caucasian
 Native American
 Hispanic
 Other

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. VC historic
2. _____
3. _____

Volunteer Application
Watauga County Boards And Commissions
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

Local Watauga Business owner.

Volunteer
Experience:

Other
Experience:

Other
Comments:

12 year V.C historic resident (full time/year round)

Signature: Pat Brown

Date: 5-14-21

Print Form

Reset Form

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: Dr. Rachel Ward

Home Address: 2839 Broadstone Road

City: Banner Elk (Valle Crucis) Zip: 28604

Telephone: (H) 828-808-7913 (W) _____ (Fax) _____

Email: rachellycanward@gmail.com

Place of Employment: work from home

Job Title: stay at home mom / public health consultant

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input checked="" type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |



In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|---|
| <input type="radio"/> Foscoe-Grandfather Community | <input checked="" type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Valle Crucis Community Council 
2. _____ 
3. _____

**Volunteer Application
Watauga County Boards And Commissions
(Continued)**

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

**Work
Experience:**

-Revival Flower Farm, small scale market flower farm and wedding flowers, 2019-present
-Feeding Avery Families, community nutrition consultant, 2019
-ETSU College of Public Health, instructor and doctoral research associate, 2011-2014
-East Carolina Brody School of Medicine clinical research associate in their nephrology lab, 2010-2011

**Volunteer
Experience:**

-Antioch Church Tutoring program for Spanish - speaking youth in Boone, NC (ongoing)
-Public health consultancy for Karolyn Kempton Memorial Hospital; Togo, West Africa and Meniscus, Inc. (US -based NGO), ongoing
-Volunteer community health educator, Togo, West Africa (2015-2017)

**Other
Experience:**

-My husband, Bryant, and I are French speakers, having studied French abroad in preparation for 2 years of living in Togo, West Africa. While there, Bryant worked as a family physician at a 50-bed mission hospital and I helped with health education and microenterprise projects in the community.

-We intend to continue our small (market size) farm operations in Valle Crucis, building on 2 years of successful organic flower farming. We are passionate about organic farming and sustainable food production.

**Other
Comments:**

I look forward to living in Valle Crucis and raising my children in the community.

Signature: _____

Date: _____

Print Form

Reset Form

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

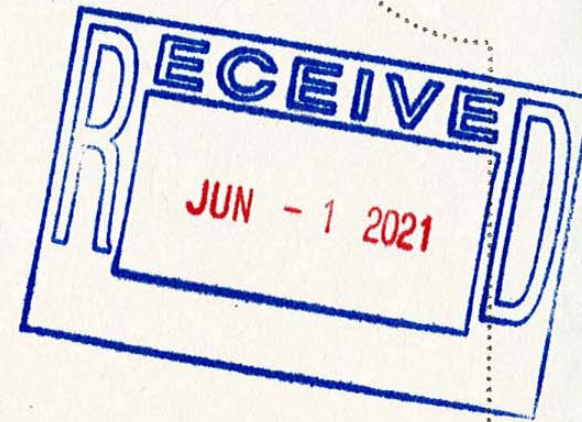
MANAGER'S COMMENTS:

A dedication and unveiling of a Town of Boone Historical Marker honoring the Junaluska Community will be held on Saturday, June 19, 2021, at 5:00 P.M. at the corner of North Depot Street and Queen Street.

The first regular meeting in July has been cancelled; therefore, the next Board of Commissioners Meeting will be held on Tuesday, July 20, 2021, at 5:30 P.M.

The 114th NCACC Annual Conference will be held August 12-14, 2021, in New Hanover County. Visit <https://www.ncacc.org/events-training/annual-conference/2021-annual-conference/> for full information. Please let Anita know if you plan attend.

You are cordially invited to join us on
Saturday, June 19, 2021 at 5:00 p.m.
for the dedication and unveiling of a
Town of Boone Historical Marker honoring
The Junaluska Community.



This event will be held at
the corner of N. Depot Street and Queen Street
Boone, NC 28607

Following the ceremony, the marker will be unveiled.

We sincerely hope you will join us.

Sponsored by

The Town of Boone and the Town of Boone Historic Preservation Commission

AGENDA ITEM 15:

PUBLIC COMMENT

AGENDA ITEM 16:

BREAK

AGENDA ITEM 17:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Personnel Matters – G. S. 143-318.11(a)(6)