

# Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 5:30 P.M. on Tuesday, June 16, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at: [http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

**The public may access this meeting by**

**Calling: +1 929 205 6099 and entering the following:**

**Meeting ID: 874 5163 1239**

**Password: 12345**

**OR**

**Clicking the following link:**

<https://us02web.zoom.us/j/87451631239?pwd=YkZ3d3h3OXN3U0hycmZrWGJKR09EZz09>

The County is making every effort to ensure that the public is able to, not only listen to the meeting, but also to participate in the public comments portion. You may submit public comment by email to: [public.comments@watgov.org](mailto:public.comments@watgov.org) or by mail to:

Clerk to the Board of Commissioners  
814 West King Street, Suite 205  
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, June 15, 2020, will be available to view by the time of the meeting (June 16, 2020, at 5:30 P.M.) on the County's website at: [http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

A recording of this meeting will be available by 5:00 P.M. on Wednesday, June 17, 2020, on the County's website at:

[http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

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

**TUESDAY, JUNE 16, 2020  
5:30 P.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE  
WATAUGA COUNTY ADMINISTRATION BUILDING  
MANAGER'S CONFERENCE ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 2, 2020, Regular Meeting June 2, 2020, Closed Session		1
	3	APPROVAL OF THE JUNE 16, 2020, AGENDA		9
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	11
5:40	5	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	13 15
5:45	6	SUBDIVISION PERFORMANCE GUARANTEE	MR. JOE FURMAN	21
5:50	7	PROJECT ON AGING MATTERS A. Proposed Reallocation of FY 2020 Home & Community Care Block Grant (H&CCBG) Funds B. Proposed Allocation of FY 2021 Home & Community Care Block Grant (H&CCBG) Funds C. Proposed Families First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act Agreement	MS. ANGIE BOITNOTTE	23 27 41
5:55	8	JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2021 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN	MR. STEPHEN POULOS MS. MISTY WATSON	55
6:00	9	BUDGET AMENDMENTS	MS. MISTY WATSON	97
6:05	10	CHANGE ORDER REQUEST FOR COURTHOUSE EXTERIOR WATERPROOFING PROJECT	MR. ROBERT MARSH	101
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Purchase of Property for Emergency Communications Tower B. Boards and Commissions C. Announcements	MR. DERON GEOUQUE	105 113 119
6:15	12	PUBLIC COMMENT	BY WRITTEN SUBMISSION	120
6:20	13	BREAK		120
6:25	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		120
7:00	15	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 2, 2020, Regular Meeting

June 2, 2020, Closed Session

**DRAFT**

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 2, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 2, 2020, at 8:30 A.M. remotely with the meeting originating in the Manager's Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 8:34 A.M. by calling roll with each Commissioner answering as present. The following were present:

**PRESENT VIA ELECTRONIC MEANS:**

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

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the May 14, 2020, special meeting minutes, May 15, 2020, special meeting minutes, and May 19, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 14, 2020, special meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 15, 2020, special meeting minutes as presented.

VOTE: Aye-5  
Nay-0



Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 19, 2020, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 19, 2020, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

### **APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the June 2, 2020, agenda.

Vice-Chairman Kennedy requested to comment on the Town of Beech Mountain's proposed water intake project.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the June 2, 2020, agenda as presented.

VOTE: Aye-5  
Nay-0

### **TOWN OF BEECH MOUNTAIN'S PROPOSED WATER INTAKE PROJECT**

Vice-Chairman Kennedy stated that he and other Board members had recently received hundreds of emails regarding the Town of Beech Mountain's proposed water intake project and wanted to make it clear that the Town of Beech Mountain should fix their infrastructure first. Vice-Chairman Kennedy stated that the Board of Commissioners had no plans to change its opposition to the project and had strong support from the public on that stance.

### **PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTIONS TEAM'S (CCPT) ANNUAL REPORT AND APPOINTMENT OF MEMBERS FOR 2020**

Ms. Selena Moretz presented the annual reports for the Watauga County Community Child Protection Team (CCPT) and the Watauga County Child Fatality Team (CFT). Ms. Moretz also presented the following list of the team members for 2020- 2021:

County Director of DSS	Tom Hughes
Member of the DSS Director's staff	Chad Slagle
Local Law Enforcement Officer	Carolyn Johnson
Attorney from Office of the District Attorney	Andrew Cochran
Community Action Agency Director	Robin Triplett (Children's Council)
Superintendent (Designee) of School Admin	Dr. Paul Holden

Mental Health (LME)  
 Member of Board of DSS (Commissioner)  
 Guardian Ad Litem Coordinator  
 Local Health Care Provider  
 Director of Public Health (Designee)

Greta Mikus  
 Billy Kennedy  
 McKenzie Kilpatrick  
 Dr. Robert Lonas  
 LeAnn Martin, Chair, Child Fatality Team

Members at large

Children's Advocacy Center  
 OASIS (Community Action Agency)  
 Appalachian HealthCare (AARHC)  
 Mental Health Provider (Daymark)  
 Watauga County Schools  
 Hospitality House

Selena Morteza, Chair, Child Protection Team  
 Michelle Grit  
 Kim Greene  
 Holli Robinson  
 Megan Langdon  
 Tina Krause

The CCPT was tasked with reducing the acts of abuse and violence against children in the County and the CFT was tasked with reviewing fatalities in the County.

The Community Child Protection Team (CCPT) was mandated by G. S. 7B-1406 and consisted of a body of dedicated and concerned citizens representing agencies, organizations and the community at-large that functions, as a group, independently to address child protection and reduction of abuse and violence in the county. The team was responsible for reviewing policies, procedures and practices of our local Department of Social Services (DSS) in order to protect families; assist in the protection of children living in the family that was being reviewed; and evaluate the extent to which the agencies were effectively discharging their obligation to serve children responsibly. The team also was charged with developing treatment protocols.

Ms. Moretz stated that the Child Fatality Team had no recommendations this year and continued to encourage prenatal care. Ms. Moretz reported that there were two child deaths that were reviewed by the Child Fatality Team in the past year.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the Community Child Protection Team and Child Fatality Team Annual Reports and to approve the 2020-2021 membership list as presented.

VOTE: Aye-5  
 Nay-0

**CORONAVIRUS (COVID-19) COMMUNITY UPDATE**

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

**PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY**

Ms. Betsy Richards with Social Services 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. Angie Boitnotte, Project on Aging Director read the proclamation which declared June 15, 2020, as “World Elder Abuse Awareness Day.”

Commissioner Turnbow, seconded by Commissioner Yates, moved to adopt the proclamation as presented.

VOTE: Aye-5  
Nay-0

### **BLUE CROSS BLUE SHIELD COVID-19 FUNDS FOR PROJECT ON AGING**

Ms. Angie Boitnotte, Project on Aging Director, stated that Blue Cross Blue Shield of North Carolina awarded \$500,000 to the Meals on Wheels Association of North Carolina (MOWNC), which would facilitate pass-thru funding to each county in North Carolina with Watauga County to receive \$4,950 after the MOWNC withheld \$50 for administering the grant. The required submittal date was May 15, 2020; however, staff was not notified until May 21, 2020.

The funds could be used on items that increased and supported current capacity to provide senior meals in response to COVID-19. These items included refrigeration, freezer capability, packaging, delivery costs, temporary staffing support, groceries, shelf-stable meals, etc. Ms. Boitnotte recommended acceptance of the funds.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to accept the funds from the Meals on Wheels Association of North Carolina in the amount of \$4,950 as presented by Ms. Boitnotte.

VOTE: Aye-5  
Nay-0

### **PROPOSED RESOLUTION APPROVING ZIONVILLE VOLUNTEER FIRE DEPARTMENT’S FIVE AND SIX MILE INSURANCE DISTRICT BOUNDARIES**

On behalf of Zionville Fire Chief, Donald Miller, Mr. Will Holt, Emergency Services Manager presented a proposed resolution and map which, if adopted, would approve the insurance boundary lines of the Zionville Rural Fire Department’s Five and Six-Mile district coverage. The actual boundaries for the Fire Department’s district would not change. Mr. Holt stated that the map was required to get rated by the State Fire Marshal’s Office.

Commissioner Yates, seconded by Commissioner Wallin, moved to adopt the resolution and the five and six-mile district coverage map as presented by Mr. Holt.

VOTE: Aye-5  
Nay-0

## **ADOPTION OF THE FISCAL YEAR 2021 BUDGET ORDINANCE**

County Manager Geouque presented the Fiscal Year 2021 Budget Ordinance for adoption.

Below are changes recommended to the County's Fee Schedule:

<b>Fee Schedule Change Summary</b>							
<b>Emergency Management/Fire Marshal</b>							
Illegal Burning Fine (NEW)	One warning then fine of \$100						
Explosive materials/blasting permits increase	Increased to \$500/annually or \$100/48 hour permit						
Safety Violations Fine (NEW)	One warning then fine of \$200						
<b>Planning and Inspections</b>							
Remodel Permit	\$75 per trade						
<b>Sanitation Solid Waste Fees</b>							
Yard Waste, Animal Carcass, Electronic Waste, and Tire Trailer Rental	Remove Fee						
Mixed Recycling Ton (NEW)	\$59 per ton						
Collection and Delivery Fees (NEW)							
Boone – Per Lift (Zone – 607):	<table style="margin-left: 40px; border: none;"> <tr> <td>Industrial</td> <td style="text-align: right;">\$150.00</td> </tr> <tr> <td>Commercial</td> <td style="text-align: right;">\$34.65</td> </tr> <tr> <td>Recycling</td> <td style="text-align: right;">\$34.65</td> </tr> </table>	Industrial	\$150.00	Commercial	\$34.65	Recycling	\$34.65
Industrial	\$150.00						
Commercial	\$34.65						
Recycling	\$34.65						
Extended 607 – Per Lift (Zone – Linear Mile):	<table style="margin-left: 40px; border: none;"> <tr> <td>Industrial</td> <td style="text-align: right;">\$187.50</td> </tr> <tr> <td>Commercial</td> <td style="text-align: right;">\$43.95</td> </tr> <tr> <td>Recycling</td> <td style="text-align: right;">\$43.95</td> </tr> </table>	Industrial	\$187.50	Commercial	\$43.95	Recycling	\$43.95
Industrial	\$187.50						
Commercial	\$43.95						
Recycling	\$43.95						

Ms. Misty Watson, Finance Director, stated that the budget also contained a reclassification for the Sheriff's Office in the narcotics unit which resulted in a net zero change to the budget.

Chairman Welch stated that this was a conservative budget with increases to public safety and no tax increases. Chairman Welch stated that the County Manager and Finance Director would continue to monitor the budget and would give a Mid-Year Report in January.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the FY 2021 Budget as presented with the reclassification for the Sheriff's Office in the narcotics unit which resulted in a net zero change to the budget.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. July Meeting Schedule***

County Manager Geouque stated that historically, only one meeting was held in July due to all the work which had been done on the budget as well as the July 4<sup>th</sup> holiday. Also, historically, at the beginning of a new fiscal year there was limited business for the Board's consideration. Therefore, the Manager recommended cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which was July 21, 2020 at 5:30 P.M.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to cancel the July 7, 2020, regular meeting of the Board of Commissioners.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque announced that the Board of Commissioners canceled the first meeting in July. The next regular meeting was on Tuesday, June 16, 2020, at 5:30 P.M. and the only regular meeting in July would be on July 21, 2020 at 5:30 P.M.

Vice-Chairman Kennedy requested everyone stay patient and kind to one another.

## **PUBLIC COMMENT**

Written comments were received from the following and read by the Chairman during the meeting. The comments were also available through the County Manager's Office and the County's website: John Pyle, Laurie Weiner, Bill Maloney, Becky Miller, John White, David Kennedy, Jessica Smith, Beth Carroll, Dave Anthes, Ben Miles, and George Bartholomew.

Vice-Chairman Kennedy stated that the Board had been working hard and taking all COVID-19 related issues into consideration while looking after public health and asked everyone to be civil.

## **CLOSED SESSION**

At 9:34 A.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

The following lawsuits were included in discussion during closed session: Town of Boone Lawsuit Regarding Sales Tax Distribution

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 10:33 A.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Wallin, seconded by Commissioner Turnbow, moved to adjourn the meeting at 10:33 A.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE JUNE 16, 2020, 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:**

**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.

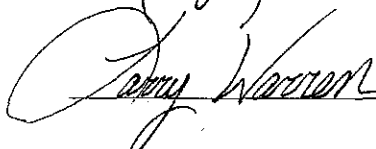
**Monthly Collections Report****Watauga County**

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 2020

	<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>
<b>General County</b>					
Taxes 2019	103,528.44	13.61%	35,105,170.40	98.25%	98.78%
Prior Year Taxes	38,582.37		299,629.25		
Solid Waste User Fees	15,976.74	10.76%	2,548,920.91	97.04%	97.85%
Green Box Fees	301.07	NA	NA	NA	NA
<b>Total County Funds</b>	<b>\$158,388.62</b>		<b>\$37,953,720.56</b>		
<b>Fire Districts</b>					
Foscoe Fire	1,850.71	20.43%	461,149.85	98.64%	99.05%
Boone Fire	2,433.01	9.22%	873,631.65	98.22%	98.71%
Fall Creek Service Dist.	5.14	0.61%	8,912.60	91.69%	97.25%
Beaver Dam Fire	413.00	5.61%	97,337.74	94.40%	97.77%
Stewart Simmons Fire	1,210.06	24.46%	235,490.54	98.67%	99.25%
Zionville Fire	1,857.57	16.46%	110,555.52	96.64%	97.30%
Cove Creek Fire	1,750.41	14.31%	235,262.05	97.25%	98.25%
Shawneehaw Fire	145.59	7.93%	101,081.09	98.91%	99.37%
Meat Camp Fire	2,634.75	9.91%	200,739.84	95.96%	97.30%
Deep Gap Fire	1,009.94	13.16%	182,829.98	97.29%	98.26%
Todd Fire	414.61	50.45%	61,032.39	99.36%	99.03%
Blowing Rock Fire	1,525.50	14.28%	480,912.20	98.60%	98.61%
M.C. Creston Fire	18.25	0.00%	5,794.01	92.60%	93.93%
Foscoe Service District	123.72	7.07%	73,710.64	98.69%	99.17%
Beech Mtn. Service Dist.	0.00	0.00%	1,550.97	95.39%	99.50%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	21.18	8.17%	6,682.04	96.51%	95.84%
	<b>\$15,408.30</b>		<b>\$3,128,084.66</b>		
<b>Towns</b>					
Boone	18,143.84	20.83%	5,832,916.91	99.01%	99.40%
Municipal Services	86.54	0.83%	127,714.70	96.42%	98.89%
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
<b>Total Town Taxes</b>	<b>\$18,230.38</b>		<b>\$5,960,631.61</b>		
<b>Total Amount Collected</b>	<b>\$192,027.30</b>		<b>\$47,042,436.83</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 5:**

**TAX MATTERS**

***B. Refunds and Releases***

**MANAGER'S COMMENTS:**

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

05/29/2020 14:55  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 05/01/2020 TO 05/29/2020

P 1  
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1612747 HENRY AND WEATHERS BROKERS, LLC 363 W WOODLAND TR LANSING, NC 28643	PP 2018	3326	05/29/2020			0 G01	13.84
	612747999			F01		F01	1.96
	TAX RELEASES OUT OF BUSINESS				7261		15.80
1612747 HENRY AND WEATHERS BROKERS, LLC 363 W WOODLAND TR LANSING, NC 28643	PP 2019	3516	05/29/2020			0 G01	11.73
	612747999			F01		F01	1.46
	TAX RELEASES OUT OF BUSINESS				7262	G01L F01L	1.17 .15
							14.51
1650372 HOLLOWAY CHIROPRACTIC CLINIC 643 GREENWAY RD STE A BOONE, NC 28607-4840	PP 2015	3732	05/29/2020			0 G01	110.90
	650372999			C02		C02	145.26
	TAX RELEASES out of business				7260		256.16
1650372 HOLLOWAY CHIROPRACTIC CLINIC 643 GREENWAY RD STE A BOONE, NC 28607-4840	PP 2016	3820	05/29/2020			0 G01	101.29
	650372999			C02		C02	132.68
	TAX RELEASES out of business				7259		233.97
1650372 HOLLOWAY CHIROPRACTIC CLINIC 643 GREENWAY RD STE A BOONE, NC 28607-4840	PP 2017	3832	05/29/2020			0 G01	104.56
	650372999			C02		C02	121.44
	TAX RELEASES out of business				7258	G01L C02L	10.46 12.14
							248.60
1650372 HOLLOWAY CHIROPRACTIC CLINIC 643 GREENWAY RD STE A BOONE, NC 28607-4840	PP 2018	3677	05/29/2020			0 G01	96.62
	650372999			C02		C02	112.22
	TAX RELEASES out of business				7257	G01L C02L	9.66 11.22
							229.72
1650372 HOLLOWAY CHIROPRACTIC CLINIC 643 GREENWAY RD STE A BOONE, NC 28607-4840	PP 2019	3841	05/29/2020			0 G01	97.93
	650372999			C02		C02	99.63
	TAX RELEASES out of business				7256		197.56
1782401 OXENTINE, LOUISE C/O BRENDA CORNELL 717 LAUREL FORK RD VILAS, NC 28692	PP 2019	1132	05/29/2020			0 F06	4.85
	2677			F06		G01	39.09
	TAX RELEASES				7265	SWF	80.00
	mh was a double wide that was removed					F06L	.49
						G01L	3.91
							128.34

05/29/2020 14:55  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 05/01/2020 TO 05/29/2020

P 2  
tncrpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1591037 STATE OF NC STATE PROPERTY OFFICE 1321 MAIL SERVICE CENTER RALEIGH, NC 27699	RE 2019 2903-44-2615-000 TAX RELEASES EXEMPT PROPERTY	37831	05/29/2020	F09	7255	0 F09 G01	141.20 1,138.07 <hr/> 1,279.27
1279967 WESTSIDE BAPTIST CHURCH C/O SAM LAWSON 2131 SILVERSTONE ROAD ZIONVILLE, NC 28698	RE 2018 1972-70-3144-000 TAX RELEASES exempt property	16578	05/29/2020	F07	7264	0 F07 G01	81.55 575.74 <hr/> 657.29
1279967 WESTSIDE BAPTIST CHURCH C/O SAM LAWSON 2131 SILVERSTONE ROAD ZIONVILLE, NC 28698	RE 2019 1972-70-3144-000 TAX RELEASES exempt property	16777	05/29/2020	F07	7263	0 F07 G01	81.55 657.29 <hr/> 738.84
DETAIL SUMMARY	COUNT: 11	RELEASES - TOTAL				0	4,000.06

05/29/2020 14:55  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 05/01/2020 TO 05/29/2020

P 3  
tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2015	PP	C02	BOONE PP	145.26
2015	PP	G01	WATAUGA COUNTY PP	110.90
			2015 TOTAL	256.16
2016	PP	C02	BOONE PP	132.68
2016	PP	G01	WATAUGA COUNTY PP	101.29
			2016 TOTAL	233.97
2017	PP	C02	BOONE PP	121.44
2017	PP	C02L	BOONE LATE LIST	12.14
2017	PP	G01	WATAUGA COUNTY PP	104.56
2017	PP	G01L	WATAUGA COUNTY LATE LIST	10.46
			2017 TOTAL	248.60
2018	RE	F07	COVE CREEK FIRE RE	81.55
2018	RE	G01	WATAUGA COUNTY RE	575.74
2018	PP	C02	BOONE PP	112.22
2018	PP	C02L	BOONE LATE LIST	11.22
2018	PP	F01	FOSCOE FIRE PP	1.96
2018	PP	G01	WATAUGA COUNTY PP	110.46
2018	PP	G01L	WATAUGA COUNTY LATE LIST	9.66
			2018 TOTAL	902.81
2019	RE	F07	COVE CREEK FIRE RE	81.55
2019	RE	F09	MEAT CAMP FIRE RE	141.20
2019	RE	G01	WATAUGA COUNTY RE	1,795.36
2019	PP	C02	BOONE PP	99.63
2019	PP	F01	FOSCOE FIRE PP	1.46
2019	PP	F01L	FOSCOE FIRE LATE LIST	.15
2019	PP	F06	ZIONVILLE FIRE PP	4.85
2019	PP	F06L	ZIONVILLE FIRE LATE LIST	.49
2019	PP	G01	WATAUGA COUNTY PP	148.75
2019	PP	G01L	WATAUGA COUNTY LATE LIST	5.08
2019	PP	SWF	SANITATION USER FEE	80.00
			2019 TOTAL	2,358.52
			SUMMARY TOTAL	4,000.06



05/29/2020 14:55  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 05/01/2020 TO 05/29/2020

P 4  
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2015	C02	BOONE PP	145.26
C02	2015	G01	WATAUGA COUNTY PP	110.90
C02	2016	C02	BOONE PP	132.68
C02	2016	G01	WATAUGA COUNTY PP	101.29
C02	2017	C02	BOONE PP	121.44
C02	2017	C02L	BOONE LATE LIST	12.14
C02	2017	G01	WATAUGA COUNTY PP	104.56
C02	2017	G01L	WATAUGA COUNTY LATE LIST	10.46
C02	2018	C02	BOONE PP	112.22
C02	2018	C02L	BOONE LATE LIST	11.22
C02	2018	G01	WATAUGA COUNTY PP	96.62
C02	2018	G01L	WATAUGA COUNTY LATE LIST	9.66
C02	2019	C02	BOONE PP	99.63
C02	2019	G01	WATAUGA COUNTY PP	97.93
C02 TOTAL			1,166.01	
F01	2018	F01	FOSCOE FIRE PP	1.96
F01	2018	G01	WATAUGA COUNTY PP	13.84
F01	2019	F01	FOSCOE FIRE PP	1.46
F01	2019	F01L	FOSCOE FIRE LATE LIST	.15
F01	2019	G01	WATAUGA COUNTY PP	11.73
F01	2019	G01L	WATAUGA COUNTY LATE LIST	1.17
F01 TOTAL			30.31	
F06	2019	F06	ZIONVILLE FIRE PP	4.85
F06	2019	F06L	ZIONVILLE FIRE LATE LIST	.49
F06	2019	G01	WATAUGA COUNTY PP	39.09
F06	2019	G01L	WATAUGA COUNTY LATE LIST	3.91
F06	2019	SWF	SANITATION USER FEE	80.00
F06 TOTAL			128.34	
F07	2018	F07	COVE CREEK FIRE RE	81.55
F07	2018	G01	WATAUGA COUNTY RE	575.74
F07	2019	F07	COVE CREEK FIRE RE	81.55
F07	2019	G01	WATAUGA COUNTY RE	657.29
F07 TOTAL			1,396.13	
F09	2019	F09	MEAT CAMP FIRE RE	141.20
F09	2019	G01	WATAUGA COUNTY RE	1,138.07
F09 TOTAL			1,279.27	
SUMMARY TOTAL			4,000.06	

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**AGENDA ITEM 6:****SUBDIVISION PERFORMANCE GUARANTEE****MANAGER'S COMMENTS:**

Mr. Joe Furman will present a subdivision performance guarantee for Waterfront Group/Deep Creek Holdings, owner/developer of Monteagle. Section 92 of the subdivision regulations requires a bond with surety or other guarantees satisfactory to the County Commissioners in an amount equal to the estimated cost of the deferred improvements plus twenty (20) percent. Waterfront Group/Deep Creek Holdings, LLC, has provided a deposit of \$193,572 to guarantee paving of Phase I of Monteagle roads in the development.

Board approval is required to accept the \$193,572 from Waterfront Group/Deep Creek Holdings to guarantee paving of Phase I of Monteagle.

**SECTION 92. Deferment of Improvements.**

Where it is in the best interest of all parties concerned to defer the installation or completion of some required improvement, the Planning Board may approve the final plat if the subdivider posts a bond with surety or other guarantees satisfactory to the County Commissioners in an amount equal to the estimated cost of the deferred improvements plus twenty (20) percent. Such guarantees shall assure either the performance of the specified work or payment of the specified sum to the County if such improvements have not been installed within the time specified on the final plat. At least fifty percent (50%) of the required improvements shall be completed prior to submission of a request for approval of a performance guarantee by a subdivider.

**Wheels Contracting Inc.**  
5810 S US 19E Hwy  
Newland, NC 28657 US  
(828)733-8880  
info@wheelscontracting.com



# Estimate

**ADDRESS**

Deep Creek Holdings, LLC

**ESTIMATE #** 1267

**DATE** 06/09/2020

ACTIVITY	AMOUNT
Stone/Gravel: ABC Stone Base Course- All Phase 1 Roads	161,310.00
<b>TOTAL</b>	
	<b>\$161,310.00</b>

Accepted By

Accepted Date

**AGENDA ITEM 7:**

**PROJECT ON AGING MATTERS**

**MANAGER'S COMMENTS:**

***A. Proposed Reallocation of FY 2020 Home & Community Care Block Grant (H&CCGB) Funds***

Due to COVID-19 related issues, The Project on Aging needs to reallocate the FY 2020 Home and Community Care Block Grant allocation. The HCCBG allocation for FY 2020 is \$300,702, which requires a local match of \$33,412. The match is present in our FY 2020 County budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is required to accept the budget reallocations as presented.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto: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 9, 2020

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

Due to COVID-19 related issues, The Project on Aging needs to reallocate the FY20 Home and Community Care Block Grant allocation. The HCCBG allocation for FY20 is \$300,702, which requires a local match of \$33,412. The match is present in our FY20 County budget. The chart below shows the original FY20 allocation along with the revised FY20 allocation and revised match amount.

<b>HCCBG Service</b>	<b>Original Allocation</b>	<b>Revised Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$102,213	\$94,046	\$10,450
In-Home Aide Level II	\$40,316	\$64,483	\$7,165
Congregate Meals	\$53,194	\$53,992	\$5,999
Home Delivered Meals	\$89,181	\$76,181	\$8,465
Transportation	\$15,798	\$12,000	\$1,333

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 2019 through June 2020

**Revision #:**

1 Date: 6/9/2020

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	\$ 12,000	\$ -	\$ -	\$ 12,000	\$ 1,333	\$ 13,333	\$ -	\$ 13,333	1,500	\$ 8.8887	25	3,550
In-Home Aide-Level I - Home Management	X		\$ -	\$ 94,046	\$ -	\$ 94,046	\$ 10,450	\$ 104,496	\$ -	\$ 104,496	4,334	\$ 24.1104	130	13,400
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 64,483	\$ -	\$ 64,483	\$ 7,165	\$ 71,648	\$ -	\$ 71,648	2,985	\$ 23.9993	50	8,200
Congregate Nutrition	X		\$ -	\$ -	\$ 53,992	\$ 53,992	\$ 5,999	\$ 59,991	\$ 12,750	\$ 72,741	8,497	\$ 7.0600	400	17,000
Home Delivered Meals	X		\$ -	\$ 76,181	\$ -	\$ 76,181	\$ 8,465	\$ 84,646	\$ 17,250	\$ 101,896	9,678	\$ 8.7460	150	23,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
<b>Total</b>			\$ 12,000	\$ 234,710	\$ 53,992	\$ 300,702	\$ 33,412	\$ 334,114	\$ 30,000	\$ 364,114	26,995		755	65,150

**\*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 Date

Signature, County Finance Officer Date Signature, Chairman, Board of Commissioners Date

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**AGENDA ITEM 7:**

**PROJECT ON AGING MATTERS**

**MANAGER'S COMMENTS:**

***B. Proposed Allocation of FY 2021 Home & Community Care Block Grant (H&CCGB) Funds***

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the projected allocation of \$293,576 in Home and Community Care Block Grant (H&CCBG) funds for FY 2021. The required local match is \$32,620 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 2021 for the Home & Community Care Block Grant (H&CCGB) Funds.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto: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 9, 2020

**SUBJ:** Request for Board of County Commissioners' Consideration: Allocation of Projected FY2021 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2021 is projected to be \$293,576, which requires a local match of \$32,620. The match is present in our FY21 County budget request. The Advisory Committee made the following recommendations for the projected allocation:

<b>HCCBG Service</b>	<b>HCCBG Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$102,213	\$11,357
In-Home Aide Level II	\$40,316	\$4,480
Congregate Meals	\$49,631	\$5,515
Home Delivered Meals	\$89,181	\$9,909
Transportation	\$12,235	\$1,359

Upon approval, these funds will become part of the Project on Aging FY 2021 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 2020 through June 2021

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	\$ 12,235	\$ -	\$ -	\$ 12,235	\$ 1,359	\$ 13,594	\$ -	\$ 13,594	1,397	\$ 9.7311	25	3,250
In-Home Aide-Level I - Home Management	X		\$ -	\$ 102,213	\$ -	\$ 102,213	\$ 11,357	\$ 113,570	\$ -	\$ 113,570	4,655	\$ 24.3973	130	13,400
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 40,316	\$ -	\$ 40,316	\$ 4,480	\$ 44,796	\$ -	\$ 44,796	1,722	\$ 26.0179	60	8,700
Congregate Nutrition	X		\$ -	\$ -	\$ 49,631	\$ 49,631	\$ 5,515	\$ 55,146	\$ 12,750	\$ 67,896	7,608	\$ 7.2481	400	17,000
Home Delivered Meals	X		\$ -	\$ 89,181	\$ -	\$ 89,181	\$ 9,909	\$ 99,090	\$ 17,250	\$ 116,340	11,052	\$ 8.9657	150	23,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
<b>Total</b>			\$ 12,235	\$ 231,710	\$ 49,631	\$ 293,576	\$ 32,620	\$ 326,196	\$ 30,000	\$ 356,196	26,434		765	65,350

\*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

DAAS-735  
(revised 2/16)

**July 1, 2020 through June 30, 2021**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2020, by and between the County of Watauga (hereinafter referred to as the "County") and the High Country Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Watauga County Project on Aging

- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
- 2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
- 3. Grant Administration. The grant administrator for the Area Agency shall be Nicole Hiegl, Area Agency on Aging Director. The grant administrator for the County shall be Deron Geouque, Watauga County Manager.

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(revised 2/16)

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

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(revised 2/16)

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the

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(revised 2/16)

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

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10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>



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The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds</li> </ul>	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,000 + in State funds but Federal pass through in an amount less than \$750,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> <li>Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

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12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

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17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the

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earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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- 23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

**Watauga County**

Attest:

By:

\_\_\_\_\_  
 Anita Fogle, Clerk  
 Watauga County Board of Commissioners

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

**High Country Area Agency on Aging**

Attest:

By:

\_\_\_\_\_  
 Nicole Hiegl,  
 Area Agency Director

\_\_\_\_\_  
 Julie Wiggins,  
 Executive Director,  
 High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
 Julie Page, Finance Officer, High Country Council of Governments

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This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

24. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Service</u>
Watauga County Project on Aging	In-Home Aide Transportation Nutrition

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

**AGENDA ITEM 7:**

**PROJECT ON AGING MATTERS**

**MANAGER'S COMMENTS:**

***C. Proposed Families First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act Agreement***

Ms. Boitnotte will request the Board accept \$38,127 in FFCRA funding and \$94,068 in CARES Act funding from the NC Division of Aging and Adult Services. The FFCRA and CARES Act funding must be used to respond to the coronavirus emergency by providing Older Americans Act activities related to the response. No match is required and the funding must be expended by September 30, 2021. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested to accept the \$38,127 in FFCRA funding and \$94,068 in CARES Act funding from the NC Division of Aging and Adult Services and approve the disbursement of those funds as detailed.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto: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 9, 2020

**SUBJ:** Request for Board of County Commissioners' Consideration: Families First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act Agreement

Watauga County is eligible to receive \$38,127 in FFCRA funding and \$94,068 in CARES Act funding from the NC Division of Aging and Adult Services. Funding expended from the FFCRA and CARES Act must be used to respond to the coronavirus emergency by providing Older Americans Act activities related to the response. There is no match requirement for the FFCRA or CARES Act funding and the funding must be expended by September 30, 2021.

The FFCRA funding is to be used for Home Delivered Meals (\$25,418) and Congregate Nutrition (\$12,709). The required 732 budget form with this allocation is attached.

A portion of the CARES Act funding, \$64,083, is also allocated for Congregate and/or Home Delivered Meals, while \$29,985 is to be used for supportive services, such as In-Home Aide or Transportation. We are allowed to move 30% of the \$64,083, or \$19,225, to supportive services if necessary. We have not received enough information to complete the required budget forms for the CARES allocation.

Upon approval, these funds will become part of the Project on Aging FY 2021 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

**FFCRA County Funding Plan**

**Provider Services Summary**

**DAAS-732**

**County:**

WATAUGA

**Budget Period:**

July 2020 through June 2021

**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								
Congregate Nutrition	X		\$ -	\$ -	\$ 12,709	\$ 12,709	\$ -	\$ 12,709	\$ -	\$ 12,709	1,436	\$ 8.8513	400	15,000
Home Delivered Meals	X		\$ -	\$ 25,418	\$ -	\$ 25,418	\$ -	\$ 25,418	\$ -	\$ 25,418	2,444	\$ 10.4004	150	21,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
<b>Total</b>			\$ -	\$ 25,418	\$ 12,709	\$ 38,127	\$ -	\$ 38,127	\$ -	\$ 38,127	3,880		550	36,000

**\*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

Signature, Chairman, Board of Commissioners

Date

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(revised 5/1/2020)

**March 15, 2020 through September 30, 2021**

**Families First Coronavirus Response Act (FFCRA)  
and/or  
Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of June, 2020, by and between Watauga County/  
Watauga County Project on Aging and the High Country Area Agency on Aging, (hereinafter referred  
to as the "Area Agency").

Witnesseth That:

WHEREAS, Congress supported the safety and independence of older adults during the COVID-19  
pandemic through emergency funding for home-delivered, congregate, and supplemental nutrition  
services included in the Families First Coronavirus Response Act (FFCRA) and additional funding for  
supportive services and caregiver support as well as senior nutrition programs in the Coronavirus Aid,  
Relief, and Economic Security (CARES) Act, and

WHEREAS, funding expended from the FFCRA and the CARES Act must be used to respond to the  
coronavirus emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the  
Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and Watauga County and the Watauga County Project on Aging agree to  
the terms and conditions for provision of aging services in connection with activities financed in part  
by the Families First Coronavirus Response Act (FFCRA) and/or the Coronavirus Aid, Relief, and  
Economic Security (CARES) Act and authorized under Title III of the Older Americans Act, provided  
to the Area Agency from the United States Department of Health and Human Services through the  
North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b)  
related administrative letters on the federal disaster grants issued by the Division of Aging and Adult  
Services to convey the flexibilities, requirements for allowable expenditures and documentation of  
service delivery, and other applicable flexibilities and waivers permitted under the FFCRA, CARES  
Act and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and  
Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of  
Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services  
Community Service Providers Monitoring Guidelines.

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(revised 5/1/2020)

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Community Service Provider(s), shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-COVID) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Families First Coronavirus Response Act (FFCRA) and/or the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Nicole Hiegl, Area Agency on Aging Director (title). The grant administrator for Watauga County/ Watauga County Project on Aging shall be Deron Geouque, Watauga County Manager.

It is understood and agreed that the grant administrator for Watauga County/ Watauga County Project on Aging shall represent Watauga County/ Watauga County Project on Aging in the performance of this Agreement. Watauga County/ Watauga County Project on Aging shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for Watauga County/ Watauga County Project on Aging are provided in paragraph eight (8) of this Agreement.

4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-B and III-C of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-COVID) are to commence no later than 9/30/2021 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period stated above-
5. Assignability and Contracting. Watauga County/ Watauga County Project on Aging shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Families First Coronavirus Response Act (FFCRA) and/or the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase

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goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to Watauga County/ Watauga County Project on Aging  
Watauga County/ Watauga County Project on Aging shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of applicable COVID-19 funding, as specified on the Provider Services Summary format (DAAS-732-COVID).

(a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-COVID Service Cost Computation Worksheet and the DAAS 732-A-1-COVID Labor Distribution Form or comparable formats to develop unit and non-unit costs.

(b) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing FFCRA and/or CARES Act Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(c) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the FFCRA or CARES Act funding.

7. Collection of Non-Federal Matching Resources. There is no match requirement for the Watauga County/ Watauga County Project on Aging for direct services delivered through the FFCRA or CARES Act funding.

8. Reallocation of Funds and Budget Revisions. Any reallocation of FFCRA or CARES Act funding between counties shall be voluntary on the part of Watauga County/ Watauga County Project on Aging and shall be effective only for the period of the Agreement. The reallocation of FFCRA or CARES Act funds between counties will not affect the allocation of future funding to Watauga County/ Watauga County Project on Aging. If during the performance period of the Agreement, the Area Agency determines that a portion of the FFCRA or CARES Act funding will not be expended, the grant administrator for Watauga County/ Watauga

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County Project on Aging shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

Transfers are authorized up to 30% of funds between Title III-B and III-C congregate or home-delivered nutrition programs, but transfers must occur within the same FFCRA or CARES Act grant grouping. If a provider wishes to exceed the 30% transfer within a grant, approval must be obtained through the Area Agency from the Division of Aging and Adult Services.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

9. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the FFCRA and CARES Act federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

Watauga County/ Watauga County Project on Aging will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

10. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for Watauga County/ Watauga County Project on Aging

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for Watauga County/ Watauga County Project on Aging furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for Watauga County/ Watauga County Project on Aging of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director

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North Carolina Division of Aging and Adult Services  
693 Palmer Drive  
2101 Mail Service Center  
Raleigh, North Carolina 27699-2101

11. Termination for Cause. If through any cause, Watauga County/ Watauga County Project on Aging shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or Watauga County/ Watauga County Project on Aging has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners / Provider's Executive Officer written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Watauga County/ Watauga County Project on Aging shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. The Watauga County/ Watauga County Project on Aging agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

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<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds</li> </ul>	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,000 + in State funds but Federal pass through in an amount less than \$750,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> <li>Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, Watauga County community service provider single or financial audit, or audits conducted by the State or Federal

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Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, Watauga County/ Watauga County Project on Aging shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency on Aging is approved to provide direct services under the FFCRA and/or the CARES Act and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

14. Indemnity. Watauga County/ Watauga County Project on Aging agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of Watauga County/ Watauga County Project on Aging.
15. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Watauga County/ Watauga County Project on Aging as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the Watauga County/ Watauga County Project on Aging. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Watauga County/ Watauga County Project on Aging shall be furnished to the Watauga County/ Watauga County Project on Aging without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with Watauga County/ Watauga County Project on Aging in the performance of Watauga County/ Watauga County Project on Aging 's duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The Watauga County/ Watauga County Project on Aging agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and Watauga County/ Watauga County Project on Aging shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Watauga County/ Watauga County Project on Aging



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(revised 5/1/2020)

18. Maintenance of Records. Watauga County/ Watauga County Project on Aging shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Area Agency, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving Watauga County/ Watauga County Project on Aging's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
19. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
20. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
21. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
22. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of Watauga County/ Watauga County Project on Aging to engage in any activity designed to influence legislation or appropriations pending before Congress.
23. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded

DAAS-735\_COVID19  
(revised 5/1/2020)

by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through the FFCRA and CARES Act funding. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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- 25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and Watauga County/ Watauga County Project on Aging have executed this Agreement as of the day first written above.

**Watauga County/ Watauga County Project on Aging**

Attest:

_____	By: _____
<i>Anita Fogle, Clerk</i>	<i>John Welch, Chair</i>
<i>Watauga Co. Board of Commissioners</i>	<i>Watauga Co. Board of Commissioners</i>

**High Country Area Agency on Aging**

Attest:

_____	By: _____
<i>Nicole Hiegl, Area Agency Director</i>	<i>Julie Wiggins, Executive Director,</i>
	<i>Lead Regional Organization</i>

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
*Julie Page, Finance Officer, Lead Regional Organization*

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This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

26. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Service</u>
Watauga County Project on Aging	In-Home Aide Transportation Nutrition

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

**AGENDA ITEM 8:**

**JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2021 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN**

**MANAGER'S COMMENTS:**

Mr. Stephen Poulos, JCPC Chairman, and 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 2021. In addition, Mr. Matthew Bonestell is requesting appointment to the Board. His application is attached.

Board approval is requested for the certification, membership, and appointment of Mr. Matthew Bonestell.



# WATAUGA COUNTY

## FINANCE OFFICE

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

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Misty Watson, Finance Director**  
**SUBJECT: JCPC Certification, Membership, and County Plan for 2020-21**  
**DATE: June 6, 2020**

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. Also please find attached a membership application for Mr. Matthew Bonestell of Boone to be an appointee for the County.

Board approval is requested.

# **Juvenile Crime Prevention Council County Plan**

## **Watauga County**

### **For FY 2020-2021**

#### **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)

1.



Review years

## **Executive Summary**

The Watauga County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan for FY 2020-21.

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

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

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

**Funding Recommendations:** Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety Funds to the following Programs in the amounts specified below for FY 2020-2021 (*See JCPC Funding Allocations page*) :

1. Juvenile Mediation \$10,000

Review years

2. Project Challenge \$47,390
3. Youth Resource Center \$44,583
4. Crossnore School \$10,710
5. Teen Leadership Development \$12,413
6. Sentencing Circles \$13,080

The JCPC further recommends that the following amount be allocated from the NC DPS funds for the administrative costs of the Council for FY 2020-2021:

\$ 1,000

Respectfully Submitted,



Stephen Poulos  
Chair, Watauga County Juvenile Crime Prevention Council

Date: 5-20-20

11.

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

Available Funds: \$ 139,176 Local Match: \$ 41,453 Rate: 30%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$1,000						\$1,000	
2	Crossnore School	\$10,710	\$3,213					\$13,923	23%
3	Juvenile Mediation	\$10,000	\$3,000					\$13,000	23%
4	Project Challenge	\$47,390	\$14,217					\$61,607	23%
5	Teen Leadership Development	\$12,413	\$3,724					\$16,137	23%
6	Youth Resource Center	\$44,583	\$13,375					\$57,958	23%
7	Sentencing Circles	\$13,080	\$3,924					\$17,004	23%
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$139,176</b>	<b>\$41,453</b>					<b>\$180,629</b>	<b>23%</b>

The above plan was derived through a planning process by the Watauga County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2020-2021

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 _____

6/11/20  
 \_\_\_\_\_  
 Chairperson, Juvenile Crime Prevention Council (Date)

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

III.

# Juvenile Crime Prevention Council Organization

FY 20-21	Name	Organization	Title
<b>Chairperson</b>	Stephen Poulos	Watauga County Parks and Recreation	Director
<b>Vice-Chairperson</b>	Judy Winecoff	Appalachian Regional Library	Youth Services Librarian
<b>Secretary</b>			
<b>Treasurer</b>	Misty Watson	Watauga County Finance	Director
<b>Assessment Committee Chairperson</b>	Mechelle Miller	NCDPS	Field Service Specialist
<b>Funding Committee Chairperson</b>	Misty Watson	Watauga County Finance	Director

Number of members for FY19-20:

**15**

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
8-22-19	10	Yes
9-26-19	9	Yes
10-24-19	14	Yes
12-12-19	9	Yes
1-23-20	13	Yes
2-27-20	0	Cancelled Bad Weather
3-26-20	0	Cancelled COVID-19
4-23-20	13	Yes via WEBEX
5-28-20	11	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

- Risk Level 3 for 2018-19 is elevated at 42%, higher than any other risk level and higher than the State at 35%. This figure is higher than for any of the previous 3 years. Additionally, 20% of the assessed youth have a risk level of 5 for future delinquent behavior. This is a mild increase from the previous year's rate and is higher than the state's rate of 14%. For Watauga youth assessed, 95% fall into Risk Levels 3, 4, or 5, versus 82% for the state overall. This higher level fluctuates mildly over time, but is a consistent finding over several years.

#### Watauga County Risk Factor Observations: FY 2018-2019

- R3 Most Serious Prior Adjudication – The four-year trend shows a steady increase for Watauga youth of Prior class 1-3 misdemeanors, from 12% to 19%, then 25%, and 29% last year. State levels have ranged from 13%-17% over the same period. More serious prior adjudications have been consistent with State figures, while the number of Watauga youth with no prior adjudications has fallen from 82% four years ago, down to 64% the last two years. This compares to the State figure of 73%.
- R6 Substance Use/Abuse – Substance use and/or abuse has remained above the State average over the last four years: 49%, 37%, 35% and 40%. State levels over the same period were between 30%-32%.
- R7 School Behavior Problems – Watauga remains high in the moderate to serious category of school behavior problems (largely reflecting suspensions & absences) with 84%, 77%, 81% and 77% over the 4-year period, while the State ranged from 74-77%.



- R8 Relationship with Peers – Youth who lack pro-social peers and sometimes associate with delinquent peers remained high over the four-year period: 51%, 59%, 65% and 58%, while the State ranged from 40%-42%.
- R9 Parental Supervision – The number of parents willing but unable to supervise is still significantly higher than the State figure of 14% in 2018-19. Percentages for Watauga were 51%, 48%, 39% and 42% respectively over the previous four years.

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

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

### **Overall Needs Observations**

- The percentage of youth with medium needs in Watauga is higher than for the State, and consistently has been higher. In 2018-19 Watauga's medium needs percentage was 53% versus the State's 33%. In the high needs category Watauga has decreased from 15% in 2016-17 to 7% in 2018-19, versus 4% for the State in 2018-19.

### **Watauga County Elevated Needs Observations: FY 2018-2019**

- Y1 Peer Relationships – The percentage of youth showing some association with Delinquent Peers has risen sharply over the 4-year period (30%, 32%, 42%, and 40%), versus State figures ranging from 27-30%. Combining those with either Some or Regular association with Delinquent Peers, Watauga is consistently higher than the State, with 62% versus 40% last year. Youth rejected by Positive Peers also remained somewhat higher than for the State over a four-year period, ranging from 18%-23% 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 16%-25% versus 33%-39% for the State.
- Y2 School Behavior – Serious school behavior problems has risen from 46% in 2015-16 to 53% in 2018-19. This mirrors the State rise over the same period from 44% in 2015-16 to 51% in 2018-19.
- Y4 Substance Abuse – Youth needing substance abuse treatment has ranged from 22%-27% over the four-year period – showing an undesirable trend – compared to the State average of 12%-14%.

- 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 State figure of 23%. An encouraging finding was that the vast majority of those facing abuse had some support: in Watauga 36%-42% with support versus 2%-15% without.
- Y8 Mental Health Needs – Youth with unmet mental health problems has risen sharply in Watauga over the 4-year period (54%, 71%, 79%, and 71% consecutively) while the State figure last year was 34%, and consistent over time (ranging only from 34%-35%).
- F1 Conflict in the Home – The rate of youth experiencing conflict in the home has risen over the period and consistently has been higher than for the State over the last four years (28%, 37%, 40%, and 36%). The State showed 21%, 21%, 20%, and 19% over the same four-year period. Domestic Violence is low and consistent with the State: 4% vs. 5%.
- F2 Family Supervision Skills – The percentage of Watauga families with marginal supervision skills over the past four years was 69%, 63%, 69% and 67%, compared to the State at 48%-53% over the same period.
- F4 Family Substance Abuse – Family substance abuse over a four-year period in Watauga ranged from 25%-33%, compared to the State average of 12%.
- F5 Family Criminality – The percentage of families with a criminal history has been pretty steady over the four-year period (45%, 46%, 48% and 47%), and generally has outpaced the State. The State also remained consistent over this period (37%, 40%, 39% and 38%).

### **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. VAYA does not fund either Day Treatment or Intensive In-Home in this situation. 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 being constructed and services are being planned. Anticipated time for opening is the spring of 2020.

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

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

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

Generally, access to mental health services is available; however, getting youth/parents to come to the services is a problem. School-based therapy (SBT) through Daymark addresses this; however, there have been cutbacks in the available service due to financial constraints, making it less available and serving fewer children. The high school now has only very limited SBT services through Daymark, with only two group sessions per month. 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 2020 – 2021 (in order of priority, starting with the highest):**

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

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

Instructions: Adjust arrows to cover target populations

061620 BCC Meeting

- 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						
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

Program Services & Structures Categories	Programs	All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I / Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level III Youth	Post Release Youth
<b>Structured Activities</b>	WYN-Youth Resource Center							
	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								
<b>Restorative Services</b>	Mediation							
	Teen Court							
	Project Challenge							
<b>Community Day Programming</b>	Structured Day Program for grades 6-12							
	Alternative Learning Program (ALP)							
<b>Assessments</b>	Day Treatment (K-5)-must meet mental health criteria							
	Daymark Recovery Services and Other Private Providers, Youth Villages							
<b>Clinical Treatment</b>	Western Area Multipurpose, Crisis, & Assessment Ctr.							
	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							
	<b>Residential</b>	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**

061620 BCC Meeting	<b>JCPC Continuum of Services</b>	<b>Currently Funded JCPC Services</b>	<b>JJTC Continuum of Services</b>	<b>JJTC Services Currently Available</b>
<b>Structured Activities</b>	Mentoring			
	Parent/Family Skills		Parent Education (Love and Logic)	Yes, available
	Interpersonal Skills			
	Experiential Skills			
	Tutoring/Academic Enhancement	Youth Resource Center		
	Vocational Skills			
<b>Restorative Services</b>	Mediation	Juvenile Mediation		
	Restitution/Community Service	Project Challenge	assumes JCPC as partner to fund community service	Project Challenge
	Teen Court			
<b>Community Day Program</b>	Structured Day			
<b>Assessment</b>	Psychological Assessment		Assessments/Psychologicals	Yes, available
<b>Clinical Treatment</b>	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
<b>Residential Programs</b>	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

**\$139,176**

Anticipated County Allocation

**30%**

Required Local Match Rate

**January 29, 2020**

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 2020 - 2021 beginning on, or after, July 1, 2020. 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	Community Service/Restitution	Temporary Shelter Care
Interpersonal Skill Building	Home-Based Family Counseling	Teen Court/Restorative Justice
Experiential Skills	Vocational Skills	Tutoring and Academic Enhancement
Mediation	Substance Abuse Treatment	

**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 2020-2021 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 6th 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

**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 checked="" type="checkbox"/> Would increase funding to this service if funds were available
Crossnore School	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
Youth Resource Center	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Teaches and models social and academic skills <input checked="" type="checkbox"/> Other Provides afterschool care/supervision for middle school students <input checked="" 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
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	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other

# VII.

## Program Enhancement Plan (PEP)

<b>Program/Component:</b>	Crossnore Watauga Temporary Shelter/ Mixed Counseling-Behavioral Contracting/Management
<b>Brief Description:</b>	We provide 90 days of temporary shelter in a residential setting. This includes 24 hour care and supervision of juveniles by Cottage Parents and Case Managers, enrollment at our on campus charter school, weekly individual therapy and group counseling, and access to religious and recreational opportunities.

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

This Plan is approved by: *Amber J. Miller*      5/27/20      *[Signature]*      6/1/20  
 Program Manager Signature      Date      JCPC Chair Signature      Date

### 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 person or 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	N/A	Program Evaluation	Create and implement a Juvenile Mediation peer review form for routine documentation of mediator evaluation.	Program Manager & Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
<b>Total SPEP Score</b>	0				
<b>POP</b>					

This Plan is approved by:

*Maura Cornell* 4/15/2020  
 Program Manager Signature Date

*[Signature]*  
 JCPC Chair Signature

6/1/20  
 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	16	Improve % of juvenile receiving optimal duration	1. Schedule participants for 12 weeks in all possible cases adhering to frequency requirements in JCPC policy. 2. Communicate change and rationale to referral sources, clients, and families	1. Project Challenge Program Coordinator 2. Project Challenge Program Coordinator	1-Continue monitoring that length of stay extends the 12 weeks and frequency requirements are met. 2-Continue open communication with all involved.
Risk Level of Youth	25				
<b>Total SPEP Score</b>	<b>73</b>				
<b>POP</b>	<b>91%</b>				

This Plan is approved by:

*Chadler C. Ruffas*  
Program Manager Signature

5-11-2020  
Date

*[Signature]*  
JCPC Chair Signature

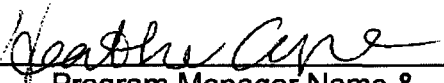

6/1/20  
Date

## Program Enhancement Plan

<b>Program:</b>	Youth Resource Center (Western Youth Network)				
<b>Brief Description:</b>	Western Youth Network's Youth Resource Center (YRC) is a Tutoring/Academic Enhancement Program for adjudicated and/or high-risk middle school youth in Watauga County. The program operates from 2:30-6 p.m., Monday-Friday throughout the school year. YRC staff provide daily transportation for participants, interpersonal skill building, interaction with pro-social peers, and exposure to substance abuse prevention evidence-based curricula.				
<b>Category</b>	<b>SPEP Score</b>	<b>Enhancement Opportunity</b>	<b>Action Steps</b>	<b>Responsible Party</b>	<b>Comments:</b>
Primary Service Supplemental Services	15				POP Score: 71%
Quality of Service Delivery	15	To create a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> <li>• Prepare for Audit</li> <li>• Continue to add to the operational binder as new programs, trainings, etc are added.</li> </ul>	Heather Canipe	
Amount of Service: Duration and Contact Hours	20				
Risk Level of Youth	5				
<b>Total</b>	<b>60</b>				

### Program Enhancement Plan

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This Plan is approved by:		5 <sup>1</sup> / <sub>20</sub> <sup>1</sup> / <sub>20</sub>		6/1/20
	Program Manager Name & Signature	Date	JCPC Chair Name & Signature	Date




## Program Enhancement Plan

<b>Program:</b>		<b>YRC Summer Camp (Western Youth Network)</b>			
<b>Brief Description:</b>		WYN provides a 6-week experiential summer day camp for rising 6th-9th graders in Watauga County. Participants may take part in hiking, kayaking, caving, biking, and other challenging tasks that help improve their self-esteem and confidence, and assist them with interpersonal skills. Transportation is provided, and at-risk and court-involved youth have opportunities to interact with pro-social peers as well as our staff for 10 hours per day, 4 days per week for 6 weeks.			
<b>Category</b>	<b>SPEP Score</b>	<b>Enhancement Opportunity</b>	<b>Action Steps</b>	<b>Responsible Party</b>	<b>Comments:</b>
Primary Service Supplemental Services	15				POP Score: 65%
Quality of Service Delivery	15	To create a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> <li>• Prepare for Audit</li> <li>• Continue to add to the operational binder as new programs, trainings, etc are added.</li> </ul>	Heather Canipe	
Amount of Service: Duration and Contact Hours	20				
Risk Level of Youth	5				
<b>Total</b>	<b>55</b>				

### Program Enhancement Plan

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This Plan is approved by:	<i>Heather Camppe</i>	5 <sup>1</sup> / <sub>20</sub> <sup>1</sup> / <sub>20</sub>		6 <sup>1</sup> / <sub>12</sub>
	Program Manager Name & Signature	Date	JCPC Chair Name & Signature	Date

## Program Enhancement Plan (PEP)

**Program/Component:** Teen Leadership Development and After School Program

**Brief Description:** Skill building program that engages both high risk and mainstream Teenagers at Watauga High. Students can be accepted into this and complete this program on a rolling basis throughout the school year. Students will build experiential and social skills through a variety of program offerings including challenge, service, and cultural outings as well as after school programming and academic support. This program will be offered throughout the school year and is led by caring adult mentors.

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	54				
Qualifying Supplemental Service	0				NA
Quality of Service Delivery	13	Program Evaluation, Staff Evaluations, and better documentation of staff training.	Improve Program Evaluation measures - Improve Staff Evaluation - Enhance documentation of Staff training	Zack Green	- We have crafted a written program evaluation and assessment plan for next year. - We have created a written plan for staff evaluation for current program year, and next program year.
Amount of Service: Duration and Contact Hours	16				
Risk Level of Youth	10				
<b>Total SPEP Score</b>	54				
<b>POP</b>	64%				

This Plan is approved by:  05 / 27 / 2020  CA/2- 

Program Manager Signature
Date
JCPC Chair Signature
Date



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: Watauga Date: 5-8-20

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? no

If not, which positions are vacant and why?
Open positions are being recruited.

STANDARD #2 - Organization

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

STANDARD #3 - Meetings

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

STANDARD #4 - Planning

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

**STANDARD #5 - Public Awareness**

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

**STANDARD #6 – No Overdue Tax Debt**

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



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

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

The JCPC Certification **must be received by June 30, 2020.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

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

	
_____ JCPC Chairperson	_____ Date
_____ Chairman, Board of County Commissioners	_____ Date
_____ DPS Designated Official	_____ Date

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

**Watauga**

**County**

**FY 2020-2021**

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			<input type="checkbox"/>		
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	Lisa Garland	Chief Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Stephanie 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	County Commissioner		W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)					
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	Guardian 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 Services Librarian		W	F
23) County Commissioner appointee	Matthew Bonestell	Police Officer		W	M
24) County Commissioner appointee					
25) County Commissioner appointee					

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

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

Fiscal Year	2020-2021	Number of months		12
	Cash	In-Kind	Total	
<b>I. Personnel Services</b>				
120 Salaries & Wages	_____	_____	_____	
180 Fringe Benefits	_____	_____	_____	
190 Professional Services	_____	_____	_____	
<b>II. Supplies &amp; Materials</b>	<b>\$380</b>		<b>\$380</b>	
210 Household & Cleaning	_____	_____	_____	
220 Food & Provisions	\$250	_____	\$250	
230 Education & Medical	_____	_____	_____	
240 Construction & Repair	_____	_____	_____	
250 Vehicle Supplies & Materials	_____	_____	_____	
260 Office Supplies & Materials	\$130	_____	\$130	
280 Heating & Utility Supplies	_____	_____	_____	
290 Other Supplies & Materials	_____	_____	_____	
<b>III. Current Obligations &amp; Services</b>	<b>\$620</b>		<b>\$620</b>	
310 Travel & Transportation	_____	_____	_____	
320 Communications	_____	_____	_____	
330 Utilities	_____	_____	_____	
340 Printing & Binding	_____	_____	_____	
350 Repairs & Maintenance	_____	_____	_____	
370 Advertising	\$120	_____	\$120	
380 Data Processing	_____	_____	_____	
390 Other Services	\$500	_____	\$500	
<b>IV. Fixed Charges &amp; Other Expenses</b>				
410 Rental of Real Property	_____	_____	_____	
430 Equipment Rental	_____	_____	_____	
440 Services & Maint. Contracts	_____	_____	_____	
450 Insurance & Bonding	_____	_____	_____	
490 Other Fixed Charges	_____	_____	_____	
<b>V. Capital Outlay</b>				
510 Office Furniture & Equipment	_____	_____	_____	
530 Educational Equipment	_____	_____	_____	
540 Motor Vehicle	_____	_____	_____	
550 Other Equipment	_____	_____	_____	
580 Buildings, Structures & Improv.	_____	_____	_____	
<b>Total</b>	<b>\$1,000</b>		<b>\$1,000</b>	





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

<u>\$139,176</u> Anticipated County Allocation	<u>30%</u> Required Local Match Rate	<u>January 29, 2020</u> 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 2020 - 2021 beginning on, or after, July 1, 2020. 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	Community Service/Restitution	Temporary Shelter Care
Interpersonal Skill Building	Home-Based Family Counseling	Teen Court/Restorative Justice
Experiential Skills	Vocational Skills	Tutoring and Academic Enhancement
Mediation	Substance Abuse Treatment	

**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.

<u>Stephen Poulos</u>	at	<u>828-264-9511</u>
JCPC Chairperson or Designee		Telephone #

**In order to apply for FY 2020-2021 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 6th 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:** Tuesday, January 28, 2020 2:39 PM  
**To:** Becky Ballew; 'Brandi Deyton'; 'Candis Walker'; Caroline Hoover; 'Charlene Leonard'; 'Chris Hughes'; Chris Renfro; 'Corinne Giles'; 'Danny Biddix'; Galen Miller; 'Heather Canipe'; 'Jennifer Warren'; 'Jessi Shehan'; 'Joan Hearn'; 'John Troy Autry'; 'John Welch'; 'Josh Teague'; 'Judith Winecoff'; Kimberly Kop (kopk@wataugaschools.org); 'Lisa Garland'; 'Lori Gerber'; 'Mandy Smith'; 'Marisa Cornell'; 'Mechelle Miller'; Megan Webster; 'Meghan Wills'; Michael Ackerman; 'Misty Watson'; 'Murray Hawkinson'; 'Nicole Fynn'; 'Paul Holden'; Stephanie Jessup; 'Stephen Poulos'; 'Valerie Fitch'; 'Veronica Timbers'; 'Zack Green'  
**Subject:** JCPC RFP for 2020-2021 Funding  
**Attachments:** PSA for RFP process.doc; Watauga JCPC RFP 2020-21.xls

Please see the attached RFP and Public Service Announcement for fiscal year 2020-2021 program funding applications. The ad is scheduled to appear in the Watauga Democrat Wednesday, January 29<sup>th</sup> edition. The Public Service Announcement should appear in various local media. The deadline to apply for funding is Friday, March 6<sup>th</sup> at 4:00pm.

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

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



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

Fax(828) 262-0282

Advertising Invoice

11 Billing Period		21 Advertiser/Client Name	
01/2020		WATAUGA CO FINANCE	
23 Total Amount Due		9 Unapplied Amount	
120.75			
24 Current Net Amount Due		30 Days	
120.75		.00	
		60 Days	
		.00	
		Over 90 Days	
		.00	
4 Invoice Number	5 Billing Date	6 Billed Account Number	7 Advertiser/Client Number
1	01/31/20	106000	106000

8 Billed Account Name and Address		Amount Paid:	
WATAUGA CO FINANCE 814 WEST KING STREET, SUITE 216 BOONE NC 28607		_____	
		Comments:	

**PAYMENT TERMS - NET 10**  
 1.5% MONTHLY SERVICE CHARGE ON PAST DUE BALANCES

Please Return Upper Portion With Payment

10 Date	11 Reference	12 (13) Description Other Comments Charges	14	15 Rate	16	17	18	19 Gross Amount	20 Net Amount
01/29/20	2068438 LG1	REQUEST FOR PROPOSALS - 01/29 HCWD	1X	3.00	1	3.00	0.00	120.75	120.75

Salesperson: HOUSE

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

Due date: 02/15/20

21 Current Net Amount Due	22 30 Days	23 60 Days	24 Over 90 Days	25 Unapplied Amount	26 Total Amount Due
120.75	0.00	0.00	0.00		120.75

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

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice Number		25 Advertiser Information	
0120106000		WATAUGA CO FINANCE	
5 Billing Period		6 Billed Account Number	
01/2020		106000	
7 Advertiser/Client Number		8 Advertiser/Client Name	
106000		WATAUGA CO FINANCE	

### AFFIDAVIT OF PUBLICATION

### NORTH CAROLINA-WATAUGA COUNTY

Acct. Name:

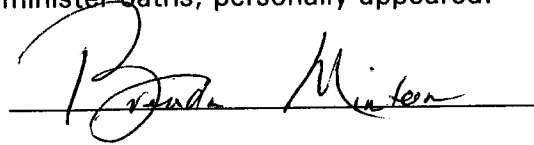
WATAUGA CO FINANCE

Acct. # 106000

COST OF PUBLICATION

Total \$120.75

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



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

#### REPRESENTATIVE

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

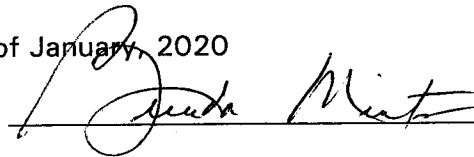
#### REQUEST FOR PROPOSALS

01/29/2020

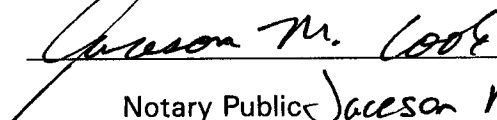
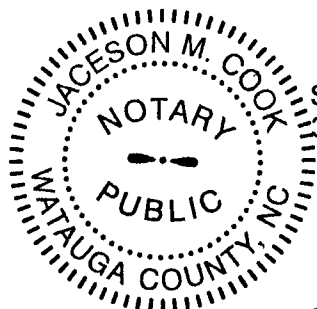
The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount of \$139,176 to fund programs to serve delinquent and at-risk youth for the state FISCAL YEAR 2020-2021 beginning on, or after, JULY 1, 2020. The use of these funds requires a local match of 30%. Please see the Watauga County website at [www.watauga-county.org](http://www.watauga-county.org) for further details on the application process. Deadline for applications is March 6th, 2020 at 4:00 PM.

and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 30th day of January, 2020



Sworn to and subscribed before me, this 30th day of January, 2020



Notary Public Jacon M. Cook

My Commission Expires: October 28, 2023

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: Matthew Bonestell  
Home Address: 321 Madison Avenue Apartment 201  
City: Boone Zip: 28607  
Telephone: (H)(919) 264-7973 (w)N/A (Fax)N/A  
Email: Matthewtbonestell@gmail.com  
Place of Employment: Town of Beech Mountain  
Job Title: Community Police Officer

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

- Bald Mountain
- New River
- Beaver Dam
- Blue Ridge
- Elk
- Stony Fork
- Brushy Fork
- Meat Camp
- Blowing Rock
- North Fork
- Watauga
- Cove Creek
- Shawneehaw
- Laurel Creek
- Boone

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

- Foscoe-Grandfather Community
- Howards Creek Watershed
- South Fork New River Watershed
- Valle Crucis Historic District
- Winklers Creek Watershed
- 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. Criminal Justice Partnership Board
2. Social Services Board
3. Medical Center Board Of Trustees

**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:**

Police Officer - City of Lenoir  
Community Police Officer - Town of Beech Mountain  
Reserve Police Officer - Village of Sugar Mountain  
Battle Tank Repairmen - United States Marine Corps Reserve

**Volunteer  
Experience:**

Chaplain - Marine Corps League  
Volunteer Firefighter - Town of Beech Mountain  
Assistant Coordinator - Toys for Tots (Watauga, Avery, Ashe)  
Board Member - Toe River Health Board

**Other  
Experience:**

N/A

**Other  
Comments:**

I am pleased to have the opportunity to work on the boards that impact this community I love. Thank you.

Would also serve on the Nursing Home Community Advisory Committee.

Signature: \_\_\_\_\_

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

**Print Form**

**Reset Form**

**AGENDA ITEM 9:**

**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 16, 2020

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>
103300 333000	JCPC Grant		9,963
105890 463151	Mountain Alliance - JCPC	4,936	
105890 463146	Blue Ridge Mediation - JCPC	1,565	
105890 463144	Western Youth Network - JCPC	3,462	

Per Board action 5/19/20; to recognize the acceptance of additional funds for the Juvenile Crime Prevention grant. No County dollars are required as a match.

103300 332006	Senior Health Info Grant		1,849
105550 449901	Senior Health Information Program	1,849	

Per Board action 5/5/20; 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 match funds.

103300 346001	COVID-19 FEMA reimbursement		100,000
103300 346000	Coronavirus Relief Fund		1,164,018
104330 449001	CRF - Watauga County	100,000	
104330 449009	CRF - Town of Blowing Rock	21,153	
104330 449003	CRF - Town of Boone	38,382	
104330 449004	CRF - Town of Seven Devils	20,175	
104330 449005	CRF - Town of Beech Mountain	20,290	
104330 449006	CRF - Appalachian Regional Healthcare	200,000	
104330 449007	CRF - Watauga County School System	125,000	
104330 449008	CRF - App Health Care	639,018	
104330 449000	Coronavirus Expenses	100,000	

To recognize the acceptance of funds received under Session Law 2020-4 for money reserved for local governments under the Coronavirus Relief Fund and FEMA reimbursement for COVID-19 related expenses.



103980	398121	Transfer from Capital Projects Fund		100,000
104920	463000	General appropriation	100,000	
213991	399101	Fund Balance Appropriation		100,000
219800	498010	Transfer to General Fund	100,000	

Per Board action 5/19/20; to allocate funds from CIP set aside funds for projects as requested by the Economic Development Commission to be utilized for small business loans as a part of the Reenergize Wataug Fund.

104283	457003	Guy Ford Road Grant	100,000	
103300	343319	TDA Guy Ford Grant		100,000

To recognize acceptance of a grant from the Watauga County District U TDA for Guy Ford Road river access.

293270	312009	Occupancy Tax Revenues		481,000
294140	469900	Watauga County Dist U TDA	475,000	
294140	449900	Administrative Collection Fee	6,000	

To recognize additional projected occupancy tax revenues above original budget.

103200	326600	ABC Bottle Tax		2,000
105890	469848	Mediation and Restorative Justice	2,000	

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

104330	469901	Foscoe Fire Dist Sales Tax Distribution	24,000	
104330	469903	Fall Creek Fire Dist Sales Tax Distribution	500	
104330	469904	Beaver Dam Fire Dist Sales Tax Distribution	3,500	
104330	469905	Boone Fire Dist Sales Tax Distribution	32,000	
104330	469906	Zionville Fire Dist Sales Tax Distribution	5,000	
104330	469907	Cove Creek Fire Dist Sales Tax Distribution	6,000	
104330	469908	Stewart Simmons Fire Dist Sales Tax Distribution	11,000	
104330	469910	Meat Camp Fire Dist Sales Tax Distribution	10,000	
104330	469911	Todd Fire Dist Sales Tax Distribution	3,000	
104330	469912	Blowing Rock Fire Dist Sales Tax Distribution	16,000	
104330	469913	Shawneehaw Fire Dist Sales Tax Distribution	6,000	
104330	469919	Creston Fire Dist Sales Tax Distribution	1,000	
104330	469924	Deep Gap Fire Dist Sales Tax Distribution	10,000	
104330	469998	Beech Mountain Fire Dist Sales Tax Distribution	2,000	
103200	323300	Sales Tax Revenue		130,000

To recognize additional projected sales tax distribution above original budget.

243102	312008	Shawneehaw Current Year Tax Revenue		300
243102	312101	Foscoe Current Year Tax Revenue		1,000
283102	312119	Creston Current Year Tax Revenue		500
244340	469908	Shawneehaw	300	
244340	469901	Foscoe	1,000	
284340	469919	Creston	500	

To recognize additional projected property tax revenues above original budget.

103300	343321	EMPG-S GRANT		12,695
104330	449011	EMPG-S GRANT	12,695	

To recognize additional funds received from the NC Dept of Public Safety for Emergency Management Performance Grant Program Supplemental (EMPG-S) to cover COVID-19 related expenses.

103839	332007	Blue Cross Blue Shield of NC Grant		4,950
105550	422000	Food and provisions	4,950	

Per Board action 6/2/20; to recognize acceptance of a Blue Cross Blue Shield of NC grant to support meal delivery to the seniors.

**AGENDA ITEM 10:**

**CHANGE ORDER REQUEST FOR COURTHOUSE EXTERIOR WATERPROOFING PROJECT**

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present a change order to the bid for exterior waterproofing of the County Courthouse. Strickland Waterproofing's bid was \$40,000. After the pre-construction meeting, Strickland Waterproofing is recommending adding an additional bead of caulking to all of the precast joints for an additional amount of \$15,000. The purpose of the additional caulking is to extend the life of the repair. Funds would come from the administrative contingency.

Board action is required to accept the change order from Strickland Waterproofing in the amount of \$15,000.



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

---

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

TO: Deron Geouge, County Manager

FROM: Robert Marsh, Maintenance Director ✓

DATE: June 11, 2020

RE: Courthouse Waterproofing Change Order Request

### BACKGROUND

Staff met Strickland Waterproofing on Tuesday, June 9, to discuss staging and other details of the upcoming waterproofing project. During the meeting, Strickland Waterproofing mentioned the possibility of doubling the caulking beads if sufficient space was available behind the surface of the pebbletex panels. Further investigation revealed that sufficient space does exist to increase or double the joint directly behind the surface joint. Staff asked the contractor to submit a request for change order for the additional work.

### RECOMMENDATION

Strickland Waterproofing has submitted a Request for Change Order in the amount of \$15,000 to install the extra waterproofing measure. Staff has reviewed this request and recommends the Change Order Request be approved.

## Courthouse Waterproofing Change Order #1

Under the terms of the Contract and without invalidating the original provisions thereof, the following change in work is authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown is attached)

- Add a double bead of caulking to all of the precast joints.

### Contract Cost Summary:

1. Original Contract Amount		\$40,000.00	
2. Amount of Previous Change Orders		.00	
3. Amount of This Change Order	ADD	15,000.00	
4. Revised Contract Total Amount		\$55,000.00	

**Strickland**

**Waterproofing Co.**

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

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

**Watauga County**

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

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

**Date approved by Watauga County Board of Commissioners:** \_\_\_\_\_

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

\_\_\_\_\_

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



**Strickland Waterproofing Co., Inc.**  
500 N. Hoskins Rd – Charlotte, NC 28216  
Phone: (704) 347-1345 Fax: (704) 347-1347

Sandblasting /  
Shot Blasting

Masonry Repairs  
/ Tuck Point

Mr. Robert Marsh  
Watauga County  
274 Winklers Creek Road  
Boone, North Carolina 28607

Sealants /  
Caulking

Exterior  
Waterproofing

**PROJECT: WATAUGA COUNTY COURTHOUSE  
274 WINKLERS CREEK ROAD  
BOONE, NORTH CAROLINA 28607**

Epoxy / Urethane  
Injection

EIFS / Stucco  
Repairs

**TELEPHONE: 828-264-2430  
EMAIL: [Robert.marsh@watgov.org](mailto:Robert.marsh@watgov.org)**

Elastomeric  
Coatings

Strickland Waterproofing Company, Inc. is pleased to submit the following Proposal for the above-referenced project. We hereby propose to furnish all necessary labor, material, equipment, tools, transportation, supervision, insurance, and overhead to perform the following scope of work:

Post Tendon  
Repair

Mold  
Remediation

<b>SCOPE OF WORK</b>	
<b>SECTION:</b>	<b>JOINT SELANTS</b>
<b>INCLUDES:</b>	<b>Add a double bead of caulking to all of the precast joints</b>
	<b>LUMP SUM: \$15,000.00</b>
<b>END OF SCOPE</b>	

ABAA Certified

Expansion Joint  
Systems

Sika Approved  
Applicator

Water Repellent  
Coatings

Traffic Deck  
Coatings

Thank you in advance for allowing SWI the opportunity to submit a Proposal to your company. Should you have any questions or comments, please do not hesitate to contact me.

Fire Stopping

**PLEASE NOTE: PRICES ARE BASED ON ALL SPECIFICATION SECTIONS QUOTED. PRICES MAY BE SUBJECT TO CHANGE. PLEASE CALL FOR ANY REVISIONS. A WARRANTY WILL BE ISSUED THAT EXCLUDES DAMAGE CAUSED BY ACTS OF GOD.**

Epoxy and  
Urethane  
Floor Coating

**TERMS: Payment is due net 30 days. If payment is not received within 30 days of invoice, a service charge of 1 1/2% per month or 18% per year will be charged. All collection fees and attorney fees will be applied to the unpaid balance.**

Roof Restoration

Concrete Repair /  
Leveling

Proposal Submitted By: Randy Strickland Edgar Black June 10, 2020  
Randy Strickland / President Edgar Black / Vice President Date

Grace 3R Certified

FM 4991 Certified

Proposal Accepted By: \_\_\_\_\_

Over 40 Years  
Experience

CAULKING & SEALANTS BELOW & ABOVE GRADE WATERPROOFING MASONRY & PRECAST SEALERS BUILDING CLEANING  
ROOF REPAIR SPECIAL COATINGS & PAINTING HISTORICAL RESTORATIONS  
**STRICKLAND WATERPROOFING CO., INC.**

**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Purchase of Property for Emergency Communications Tower*****MANAGER'S COMMENTS:**

Staff will request the Board approve the agreement to purchase a 1.047 acre tract of land located at 1463 Sampson Road, Watauga County, North Carolina. The purpose is for the construction of an emergency communications tower along with the potential to enhance internet services to that area. The cost is \$100,000 and would be a significant benefit to the County allowing for the ownership of the property and eliminate annual lease payments. In addition, the State will partner with the County to build a Viper tower. The partnership calls for the State to build and maintain the tower allowing the County to utilize funds designated for this project to be applied to other future tower sites.

The acquisition of the property is in line with the County's Emergency Communication Upgrade Plan and would leave the County needing to acquire two (2) additional sites to improve overall emergency communications coverage. Staff is also considering with these new sites the potential to improve internet services to underserved areas of the County.

The County Attorney has reviewed and approved the agreement as presented. Staff requests the Board approve the purchase of the 1.047 acre tract of land in the amount of \$100,000. The funds to purchase would come from the Emergency Communication CIP fund.





AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Watauga County, a North Carolina Corporate Body Politic of 814 West King Street, Room 205, Boone, NC 28607("Buyer"), and Carroll NC Properties, LLC, a North Carolina Limited Liability Company of P.O. Box 1549, Boone, NC 28607 ("Seller")

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": a 1.047 +/- acre tract located at 1463 Sampson Road, Watauga County, North Carolina, being tax parcel 2838-14-6956-000 as described at Book of Records 1828 at Page 53 of the Watauga County Register of Deeds Office (WCRD) and a 0.320 acre tract, being tax parcel 2838-15-507900 as described at Book of Records 1893 at Page 706 of the Watauga County Register of Deeds Office.

\$100,000.00 (b) "Purchase Price" shall mean the sum of One Hundred Thousand Dollars, payable on the following terms:

\$ 10,000.00 (i) "Earnest Money" shall mean Ten Thousand Dollars Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Finance Director of Watauga County ("Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

\$ 90,000.00 (v) Cash, balance of Purchase Price, at Closing in the amount of Ninety Thousand Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before one month after the completion of the Examination Period.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date which is six (6) months after the Contract Date. The Buyer may extend the Examination Period for an additional six (6) months at the end of the initial six (6) month Examination Period at no additional charge

(f) "Broker(s)" shall mean: None

(g) "Seller's Notice Address" shall be as follows: 1640 Old 421 South, Boone, NC 28607 email address: \_\_\_\_\_ telephone: 264-2571 except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

Buyer Initials \_\_\_\_\_ Seller Initials SCC.



814 West King Street, Boone, NC email address: [Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org) telephone: 828-265-8000

except as same may be changed pursuant to Section 12.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement.

Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey marketable fee simple and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials \_\_\_\_\_ Seller Initials SGC



(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property. This shall include on-site soil testing, surveying and any other tests to obtain approval for the construction and operation of a communications tower to be operated by the Buyer or its assigns, including, but not limited to the State of North Carolina. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases:**

Seller affirmatively represents and warrants that there are no Leases affecting the Property.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save

Buyer Initials \_\_\_\_\_ Seller Initials JCF \_\_\_\_\_



and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a general warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in

Buyer Initials \_\_\_\_\_ Seller Initials SCC . \_\_\_\_\_



any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within twelve (12) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**BUYER:**

**SELLER:**

Watauga County, a North Carolina Corporate Body Politic

Carroll NC Properties, LLC, a North Carolina Limited Liability Company

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

By: Sterling C. Carroll  
Sterling C. Carroll, Manager

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

Buyer Initials \_\_\_\_\_ Seller Initials SCC

*Misty Watson*

Misty Watson, Finance Director, Watauga County

Date: 5-28-20

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

5-28-20 *Misty Watson*  
Date Finance Director

Buyer Initials \_\_\_\_\_ Seller Initials SCC

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## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***B. Boards and Commissions***

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

##### ***Social Services Advisory Board***

The Social Services Advisory Board recommends the reappointment of Ms. Mary Smalling, who is willing to continue to serve if so appointed, to a four year term. This is a first reading.

##### ***Voluntary Farmland Preservation Advisory Board***

The Voluntary Farmland Preservation Advisory Board recommends the reappointment of Andrew Ellis and Jennifer Miller. These are first readings.

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

Mr. Walter Kaudelka's term on the Economic Development Commission (EDC) expires in June. There is a limit of two (2) consecutive terms. Mr. Kaudelka has served two full terms and, therefore, is ineligible for reappointment. Mr. Charlie Bateman has submitted a volunteer application for consideration to serve on this Board. This is a first reading.



**WATAUGA COUNTY FARMLAND PRESERVATION PROGRAM**  
971 WEST KING STREET  
BOONE NC 28607-3468

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*ADVISORY BOARD*

*KELLY COFFEY, CHAIR*  
*KRISTY HACKLER*  
*JENNIFER MILLER*  
*JOE MCNEIL*  
*ANDREW ELLIS*

June 1, 2020

Watauga County Board of Commissioners,  
Courthouse, Suite 1  
842 West King Street  
Boone, NC 28607

Dear Commissioners,

At our June 1st quarterly meeting, the board voted to have Andrew Ellis reappointed to sit on the Voluntary Farmland Preservation Program Advisory Board. We are requesting for the Board of Commissioners to reappoint Andrew Ellis to our Voluntary Farmland Preservation Program Advisory Board.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Miller". The signature is written in a cursive style.

Jennifer Miller  
Secretary, Watauga County Farmland Preservation

PHONE: 828-264-0842

FAX: 828-264-3067





**WATAUGA COUNTY FARMLAND PRESERVATION PROGRAM**  
971 WEST KING STREET  
BOONE NC 28607-3468

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*ADVISORY BOARD*

*KELLY COFFEY, CHAIR*  
*KRISTY HACKLER*  
*JENNIFER MILLER*  
*JOE MCNEIL*  
*ANDREW ELLIS*

June 1, 2020

Watauga County Board of Commissioners,  
Courthouse, Suite 1  
842 West King Street  
Boone, NC 28607

Dear Commissioners,

At our June 1st quarterly meeting, the board voted to have Jennifer Miller reappointed to sit on the Voluntary Farmland Preservation Program Advisory Board. We are requesting for the Board of Commissioners to reappoint Jennifer Miller to our Voluntary Farmland Preservation Program Advisory Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Coffey".

Kelly Coffey  
Chair, Watauga County Farmland Preservation

PHONE: 828-264-0842

FAX: 828-264-3067

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: Charlie Bateman

Home Address: 208 Harrison Road

City: Boone Zip: 28607

Telephone: (H) 8289640684 (W) \_\_\_\_\_ (Fax) \_\_\_\_\_

Email: batemanch@appstate.edu

Place of Employment: Appalachian State - Small Business Technology Development Center

Job Title: Strategy, Growth, Sustainability Counselor

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

- |                                     |                                    |  |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork   | <input 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 checked="" type="radio"/> Boone |

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

- |  |  |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community   | <input 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 checked="" type="radio"/> Male | <input type="radio"/> African American | <input checked="" type="radio"/> Hispanic |
| <input type="radio"/> Female          | <input 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. Economic Development Commission
- 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:

I have significant experience as a business community leader in Watauga County. I have worked as the Director of Revenue & Operations for High Country 365, growing that firm to nearly 10 employees while I was there.

I also worked with many small businesses to help them grow their business as a freelancer running my own digital marketing & creatives services firm.

For the past 3.5 years I worked as a sales executive then company director at ECRS, helping us to grow revenue and employees significantly during that time. I was responsible for working with businesses of all sizes all across the country: small mom and pops to multi-billion dollar organizations.

Volunteer  
Experience:

I have volunteered with the following organizations:

theHeart Church - 7 years in children's and sound ministry

Quiet Givers - 5 years while my was starting the non-profit

Back 2 School Festival - worked as part of marketing council and day of volunteer for first 5 years of event.

High Country Beer Fest / Ivory Tower Science - have been involved as a hired vendor, board member, and advisory member for the past 8 years. Still actively involved with the festival and the philanthropic arm.

Other  
Experience:

I am a technology focused professional with a track record of successfully leading organizations through growth. I am also active with a startup out of Austin Texas, so have knowledge of what early technology startups go through.

Other  
Comments:

I am passionate about the High Country and actively want to recruit / build the best businesses in this region.

Signature:



Date:

6/3/20

Print Form

Reset Form

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. Announcements*

**MANAGER'S COMMENTS:**

The first regular meeting in July has been cancelled; therefore, the next Board of Commissioners Meeting will be held on Tuesday, July 21, 2020, at 5:30 P.M.

**AGENDA ITEM 12:**

**PUBLIC COMMENT**

**AGENDA ITEM 13:**

**BREAK**

**AGENDA ITEM 14:**

**CLOSED SESSION**

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