

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

**TUESDAY, JUNE 6, 2017
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 21, 2017, Regular Meeting Correction May 16, 2017, Regular Meeting May 16, 2017, Closed Session		1
	3	APPROVAL OF THE JUNE 6, 2017, AGENDA		19
8:35	4	CAPITAL IMPROVEMENT PLAN (CIP) RESERVE FUNDS REQUEST	DR. SCOTT ELLIOTT	21
8:40	5	JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2018 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN	MR. PAUL HOLDEN	23
8:45	6	HIGH COUNTRY CHAPTER OF THE MILITARY OFFICERS ASSOCIATION OF AMERICA (MOAA) REQUEST	COL. JOHN ALLEY LTC. GEORGE BRUDZINSKI	59
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9:05	10	ADOPTION OF THE FISCAL YEAR 2018 BUDGET ORDINANCE	MR. DERON GEOUQUE	105
9:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Resolution In Support of Independent Redistricting Reform B. Proposed Fiscal Year 2018 AppalCART Contracts C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	113 115 131 137
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AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 21, 2017, Regular Meeting Correction

May 16, 2017, Regular Meeting

May 16, 2017, Closed Session

The proposed corrections are incorporated in red print

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 21, 2017**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 21, 2017, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 5:31 P.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the February 7, 2017, regular and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the February 7, 2017, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the February 7, 2017, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the February 21, 2017, agenda.

County Manager Geouque requested to add Land Acquisition, per G. S. 143-318.11(a)(5)(i) to the closed session.

Commissioner Yates, seconded by Commissioner Hodges, moved to approve the February 21, 2017, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED RESOLUTION REQUESTING THAT SUNDAY HUNTING BE BANNED IN WATAUGA COUNTY

A public hearing was held to allow citizen comment regarding a draft resolution requesting to ban hunting on Sundays in Watauga County.

The North Carolina General Assembly amended the statutes to enact the current Sunday hunting regulations. The North Carolina Association of County Commissioners has recently provided some additional information regarding Sunday hunting. A copy of Session Law 2015-144 House Bill 640 is included. Part V, Section 5 (b) (highlighted) is of significance to the County regarding hunting on Sundays.

SECTION 5.(b) states:

(b) A county may by ordinance prohibit hunting on Sunday as allowed under G. S. 103-2, provided the ordinance complies with all of the following:

- (1) The ordinance shall be applicable from January 1 until December 31 of any year of effectiveness.*
- (2) The ordinance shall allow for individuals hunting in an adjacent county with no restriction on Sunday hunting to retrieve any animal lawfully shot from the adjacent county.*
- (3) The ordinance shall be applicable to the entire county.*

Section 5 continues with:

SECTION 5.(c) *Subsection (b) of this section becomes effective October 1, 2017. A county may adopt an ordinance to prohibit Sunday hunting prior to October 1, 2017, but any such ordinance shall not become effective until October 1, 2017. The remainder of this section becomes effective October 1, 2015.*

A resolution would only be required if the Board wished to pass an ordinance banning Sunday hunting with an effective date prior to October 1, 2017. The Board has two (2) options to consider.

Option 1. Upon closing of the public hearing, the Board determines an ordinance banning Sunday hunting is warranted, and directs staff to develop an ordinance for Board review and schedules an additional public hearing on the proposed ordinance. After the public hearing the Board adopts the ordinance with an effective date of January 1, 2018.

Option 2. The Board reviews and considers citizen input already received and determines an ordinance banning Sunday hunting is **not** warranted; and NCGS 103-2 would address Sunday hunting.

Commissioner Turnbow, seconded by Commissioner Yates, moved to call the public hearing to order at 5:35 P.M.

VOTE: Aye-5
Nay-0

The following citizens shared comments in opposition of banning Sunday hunting in Watauga County:

Everette Matheson	Jeff Talbot	Jeremy Bertrand
Michael Turbyfill	Jeremiah Farmer	Eric Hiegl
Ryan Kirby	Tyler Watson	Micah Greathouse
Brita Turbyfill	Michael Testerman	

There were no comments in support of banning Sunday hunting in Watauga County.

With no further comments, Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to close the public hearing at 6:07 P.M.

VOTE: Aye-5
Nay-0

No action was taken; therefore, the proposed resolution died and the regulations for Sunday hunting in Watauga County remain as they were.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED PRE-APPLICATION FOR A \$100,000 GRANT FROM THE RECREATION TRAILS PROGRAM (RTP) FOR THE GUY FORD ROAD WATAUGA RIVER ACCESS, A/K/A LOWER GORGE ACCESS

A public hearing was held to allow citizen comment on a proposed pre-application for a \$100,000 grant from the Recreation Trails Program (RTP) for the Guy Ford Road Watauga River Access, A/K/A Lower Gorge Access. Notification of the grant schedule was released in mid-January with the pre-application due February 24, 2017. If the pre-application is approved by the RTP, a final application will be due July 14. The Guy Ford property was previously deeded to the County and is included in the Watauga Tourism Development Authority’s Outdoor Recreation Plan.

Commissioner Yates, seconded by Commissioner Turnbow, moved to call the public hearing to order at 6:21 P.M.

Mr. Eric Hiegl and Mr. Edgar Peck shared comments of support for the project.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to close the public hearing at 6:24 P.M.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the pre-application to the Recreation Trails Program for a \$100,000 grant as presented.

VOTE: Aye-5
Nay-0

PROPOSED AMENDMENTS TO THE HIGH IMPACT LAND USE ORDINANCE

Mr. Ric Mattar, Planning Board Chairman, presented proposed amendments to the High Impact Land Use Ordinance (HILU). A public hearing is scheduled for Tuesday, February 28, 2017, to seek citizen input regarding the proposed amendments. After the public hearing, there is a regular meeting scheduled on Tuesday, March 7, 2017, before the current HILU moratorium expires on March 10, 2017.

WATAUGA COUNTY PUBLIC LIBRARY ANNUAL REPORT

Ms. Monica Caruso, County Librarian, presented the Watauga County Public Library Annual Report. The report was given for information only; therefore, no action is required.

SHERIFF'S OFFICE VEHICLE PURCHASE REQUEST

On behalf of Captain Kelly Redmon, County Manager Geouque presented a bid for a 2017 Chevrolet Silverado 2500 Crew Cab 4WD pickup from Ben Mynatt Chevrolet, a vendor through the North Carolina Sheriff's Association. The cost for the vehicle including tax and tags is \$29,818.46. The current cost exceeds the budgeted amount and therefore, if approved, a budget amendment will be forthcoming recognizing additional narcotics funds.

Commissioner Yates, seconded by Commissioner Turnbow, moved to table action to inquire as to whether local vendors were included in the North Carolina Sheriff's Association list.

VOTE: Aye-5
Nay-0

REQUEST TO APPLY FOR A NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES GRANT

Ms. Pamela Thomas, Recycling Coordinator, requested authorization to submit an application for a Community Waste Reduction and Recycling grant through the North Carolina Department of Environment and Natural Resources (NCDENR) for four 30-yard roll-off containers for use at Parkway, Green Valley, and Blowing Rock Elementary Schools with the fourth to serve as a

trade out for emptying the other three. County staff would be responsible for servicing the roll-off containers thus freeing up School staff for other job duties. No County funds are requested for this project as the required \$4,160 match will come from the Board of Education.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the submission of the grant application to the North Carolina Department of Environment and Natural Resources Community Waste Reduction and Recycling Grant in the amount of \$20,000 for four 30-yard roll-off containers with the required \$4,160 match to come from the Board of Education.

VOTE: Aye-5
Nay-0

WEST ANNEX ROOF DESIGN REQUEST

Mr. Robert Marsh, Maintenance Director, requested approval for an agreement with MRC to provide design services for roof and HVAC improvements for the West Annex building. MRC provided design and construction oversight for the AppalCART facility. Staff was very satisfied with the services rendered by MRC. MRC has provided design, oversight, and inspection services for Appalachian State University and Watauga County Schools System.

Mr. Marsh stated that staff recommends entering into an agreement with MRC for design services for the installation of a sloped metal roof system for the West Annex in the amount of \$32,100. \$27,000 was allocated in the FY 2016-2017 budget with the overage to come from the Maintenance Department budget.

North Carolina General Statute 143-64.31 requires the hiring of architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services to be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. However, NCGS 143-64.32 allows for an exemption on the above requirement in writing when an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000).

Commissioner Turnbow, seconded by Commissioner Yates, moved to exempt the project in accordance with NCGS 143-64.32 and enter into an agreement for design services for a metal roof system for the West Annex building in the amount of \$32,100.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of January 2017. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for January 2017 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Hodges, seconded by Vice-Chairman Kennedy, moved to approve the Refunds and Releases Report for January 2017 as presented.

VOTE: Aye-5
Nay-0

REQUEST TO SURPLUS EQUIPMENT

On behalf of Finance Director, Ms. Margaret Pierce, County Manager Geouque requested the surplus of a 2008 Condor front loader trash truck to be offered for sale on GovDeals.com.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to surplus and authorize the sale of the 2008 Condor front loader trash truck as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS***A. Sheriff's Office Requested Award to Retiring Officer***

County Manager Geouque stated that G. S. 20-187.2 allows governing bodies of a law enforcement agency to award a retiring member their service side arm at a price determined by the governing body. Captain Al Reed is retiring March 1, 2017. The Sheriff's Office has requested that his respective side arm and badge be awarded upon his retirement and that the price of the side arm be set at \$1.

Commissioner Yates, seconded by Commissioner Turnbow, moved to grant the Sheriff's request and award Captain Al Reed with his badge and side arm with the price of the side arm to be set at \$1.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque presented the following:

Tourism Development Authority

The terms of Matt Vincent and Greg Tarbuton on the Watauga County Tourism Development Authority (TDA) Board expire February 28, 2017. Both Mr. Vincent and Mr. Tarbuton are willing to continue to serve and both are eligible for re-appointment to 3-year terms. With recent changes to the TDA Bylaws, a new board seat is also available for appointment. This appointment is a 3 year

term beginning March 1, 2017. One of the 3 appointments has to be a person that is involved in the promotion of tourism or whose business is engaged in some element of the tourism product. The requirement for three of the members to be those who collect occupancy tax is currently met and, therefore, the other two seats do not carry specific requirements.

Once the appointments to the TDA Board are made, the appointment of the TDA Board Chair will need to be made. Current board chair, Matt Vincent, is willing to continue serving as Chair, if reappointed to another term and chosen for Chair. A list of current TDA Board Members is attached.

Commissioner Yates, seconded by Commissioner Turnbow, moved to reappoint Matt Vincent and appoint Tina Houston and Lisa Cooper to three-year terms on the Watauga County Tourism Development Authority Board.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to appoint Matt Vincent as Chair of the Watauga County Tourism Development Authority Board.

VOTE: Aye-5
Nay-0

Economic Development Commission

There are two vacancies on the Economic Development Commission. One vacancy is an unfulfilled term expiring June, 2017, and the other is an unfulfilled term expiring June, 2018. Those seats were occupied by individuals who have moved from Watauga County. The EDC has fourteen members; nine are appointees, the other five serve by virtue of their organizations, including one Commissioner. All members vote.

The County Manager stated that Economic Development Director, Joe Furman, recommended to delay filling the vacancy due to expire in June 2017 until June at which time the vacancy could be filled along with the other three expiring seats. The other current vacancy is for a term expiring in June 2018 which could be filled now or also delayed until June. The EDC meets quarterly and will therefore only have one meeting between now and June.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to appoint the following to the Economic Development Commission: Robert Hoffman to fill the unexpired term ending June 30, 2017, and Trisha Parrish to fill the unexpired term ending June 30, 2018.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- A public hearing will be held at a special meeting on Tuesday, February 28, 2017, at 5:30 P.M. to allow citizen comment regarding proposed amendments to the High Impact Land Use Ordinance.

- Watauga County Cooperative Extension's annual "Report to the People" lunch will be held on Tuesday, March 7, 2017, from 11:45 A.M. to 1:00 P.M.
- Budget Work Sessions have been scheduled beginning at 12:00 P.M. on both Thursday, May 4, 2017, and Monday, May 8, 2017.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 7:35 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 8:30 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:30 P.M.

John Welch, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 16, 2017**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 16, 2017, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Jimmy Hodges, Commissioner
 Perry Yates, Commissioner
 Andrea Capua, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:30 P.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the May 2, 2017, regular and closed session minutes as well as the May 4, 2017, and May 8, 2017, special meeting minutes.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the May 2, 2017, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the May 2, 2017, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the May 4, 2017, special meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the May 8, 2017, special meeting minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the May 16, 2017, agenda.

County Manager Geouque requested to add Commissioner Comment prior to Miscellaneous Administrative Matters.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 16, 2017, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE ORDINANCE TO GOVERN SUBDIVISIONS AND MULTI-UNIT STRUCTURES

A public hearing was scheduled for citizen input on the proposed amendments to the ordinance to govern subdivisions and multi-unit structures.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to call the public hearing to order at 5:33 P.M.

VOTE: Aye-5
Nay-0

The following citizens shared comments regarding the proposed changes:

Mr. Nathan Miller stated that proposed changes to steep slope regulations would increase the cost of construction and that the green space regulations were interpreted by Mr. Furman to include septic but needed to be clear.

Mr. Jim West shared a handout which stated his concerns.

Mr. R. K. Jones requested clarification be made on the green space regulations and stated that construction would decline due to the proposed steep slope regulations.

As there were no further citizen comments, Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to close the public hearing at 5:47 P.M.

VOTE: Aye-5
Nay-0

Following discussion, the Board, by consensus, agreed to direct the Planning Board to review the public comments made during the hearing.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2018 PROPOSED BUDGET

A public hearing was held to allow citizen comment on the County Manager's Recommended FY 2018 Budget. County Manager Geouque presented the following changes to the proposed Budget as discussed at the Budget Work Sessions held on May 4 and May 8:

Budget Change Summary			
General Fund			
	Revenues	Expenditures	
5/4/2017		(1,225)	Remove 3% from BCC cola
		777	Children's Playhouse from \$1,223 to \$2,000
		500	Children's Council from \$1,500 to \$2,000
		(52)	General Admin, Misc. Expense reduced from \$39,777 to \$39,725
	3,523,475		Ad Valorem Taxes Revenues increased by 4 cent from .313 to .353 cent per \$100 of value
		1,500,000	Transfer to CIP increased for School Long Term CIP
		2,023,475	Transfer to CIP increased for County Community Recreation Facilities
5/8/2017		8,000	Community Care Clinic from \$17,000 to \$25,000
		500	Children's Playhouse from \$2,000 to \$2,500
		500	Children's Council from \$2,000 to \$2,500
		(3,000)	Retiree Health Insurance from \$200,000 to \$197,000
		(2,000)	Unemployment Contributions from \$15,000 to \$13,000
		(2,000)	General Liability and Property Insurance from \$200,000 to \$198,000
		(2,000)	General Admin, Misc. Expense reduced from \$39,725 to \$37,725
net change	\$ 3,523,475	\$ 3,523,475	Overall Budget Increase

CIP Fund			
5/4/2017	3,523,475		Transfer from General Fund
		1,500,000	School Long Term CIP
		2,023,475	County Community Recreation Facilities
net change	\$ 3,523,475	\$ 3,523,475	Overall Budget Increase

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:54 P.M.

VOTE: Aye-5
Nay-0

The following shared comments:

Ms. Trimella Chaney, supporting Appalachian Theatre
 Mr. Neville Chaney, supporting Appalachian Theatre
 Mr. Neil Hartley, supporting Hospitality House
 Mr. David Winkler, supporting recreation and education
 Mr. Brian Crutchfield, supporting Appalachian Theatre
 Ms. Susan McCracken, supporting Appalachian Theatre, recreation, and education
 Mr. John Cooper, supporting recreation center and Appalachian Theatre
 Ms. Melissa Selby, supporting Community Care Clinic
 Mr. Dave Robertson, supporting Appalachian Theatre, education, and recreation center
 Mr. Bob Holder, Western Youth Network and recreation center
 Mr. Frank Mohler, supporting Appalachian Theatre
 Mr. Carson Coatney, supporting recreation center, education, and Appalachian Theatre
 Mr. Eric Plaag, supporting Appalachian Theatre
 Ms. Tina Krause, supporting Hospitality House
 Ms. Kate Cahow, supporting Appalachian Theatre
 Ms. Jenny Koehn, Western Youth Network and recreation center
 Ms. Rebekah Farthing, supporting recreation center
 Mr. Hanes Boren, supporting Appalachian Theatre
 Mr. Paul Davis, does not support a tax increase
 Mr. Nathan Miller, supporting sales tax increase over property tax increase
 Mr. David Jackson, supporting economic development, recreation, education, and Appalachian Theatre
 Mr. Chuck Eyler, supporting recreation center and Appalachian Theatre
 Mr. Jeff Templeton, supporting recreation center and Appalachian Theatre
 Dr. Jay Jackson, supporting recreation center, education, and Appalachian Theatre
 Mr. Fulton Lovin, supporting Appalachian Theatre
 Mr. George Wilcox, supporting Appalachian Theatre, Western Youth Network, and recreation center
 Dr. Stephanie West, supporting recreation center
 Mr. Tim Wilson, supporting recreation and education but against a tax increase

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to close the public hearing at 7:12 P.M.

VOTE: Aye-5
 Nay-0

Chairman Welch recessed the meeting at 7:27 P.M. and reconvened the meeting at 7:39 P.M.

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Angie Boitnotte, Project on Aging Director, and Ms. Betsy Richards, Social Worker Supervisor III, presented a proposed proclamation declaring June 15, 2017, as “World Elder Abuse Awareness Day” in Watauga County.

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

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of April 2017. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for April 2017 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Hodges, seconded by Vice-Chairman Kennedy, moved to approve the Refunds and Releases Report for April 2017 as presented.

VOTE: Aye-5
Nay-0

C. Property Tax Appeal

Mr. Warren stated that the Appalachian Theatre applied for a tax exemption on their property located in downtown Boone. The untimely application was because the organization was under the understanding that the exemption was automatic due to their non-profit status. Staff understands that the application would be granted going forward so long as the application was submitted in a timely manner. The current amount owed, if the appeal is not approved, is \$8,152.73. Since the Board of Equalization and Review has adjourned, the appeal is required to be heard by the Board of Commissioners.

Commissioner Yates, seconded by Commissioner Turnbow, moved to accept and approve Appalachian Theater's application for tax exemption on the requested property.

VOTE: Aye-5
Nay-0

D. Unpaid Real Estate Tax Bills

Mr. Warren requested authorization to advertise the 2017 unpaid real estate tax bills.

County Attorney Capua stated that authorization would need to be given retroactively as the advertisement has already taken place.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to retroactively direct Mr. Warren to advertise the unpaid real estate tax bills for 2017.

VOTE: Aye-5
Nay-0

VAYA HEALTH QUARTERLY REPORT

Ms. Margaret Pierce, Finance Director, presented the Vaya Health Quarterly Financial Report as required by Statute. No action was required.

COMMISSIONER COMMENT

Commissioner Yates shared comments regarding Appalachian District Health Department.

Commissioner Yates stated a concern of a possible conflict of interest for the County Attorney. County Attorney Capua stated that she could address a specific case, if named; however, her firm did consult with the Bar Association regarding conflicts of interest upon becoming the County Attorney.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. A Resolution of Support for An Entrance to the Future Site of the Town of Boone Municipal Complex and County Ball Fields At the Intersection of Hwy 421 and Bamboo Road

County Manager Geouque presented a proposed resolution supporting the Town of Boone in regards to the construction of a new entrance at the intersection of Highway 421 and Bamboo Road. The entrance would serve the new municipal complex along with the proposed county ball fields.

Commissioner Yates, seconded by Commissioner Turnbow, moved to adopt the resolution in support of the Town's request to construct a new entrance to the proposed municipal complex at the intersection of Highway 421 and Bamboo Road.

VOTE: Aye-5
Nay-0

B. Town of Boone Easement Request

County Manager Geouque stated that the Town of Boone has requested a temporary construction easement on County-owned property located on Shadowline Drive and currently occupied by Watauga County Arts Council. Staff will notify the Arts Council in the event that the Board approves the easement. The purpose of the temporary construction easement is to allow the Town to upgrade an existing culvert that will service a proposed new development.

Commissioner Hodges, seconded by Commissioner Turnbow, moved to grant the temporary construction easement on the County-owned property located on Shadowline Drive as requested by the Town of Boone.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, May 17, 2017, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.
- The US Army Corps of Engineers invites you to a Ribbon-cutting Ceremony for the Watauga Section 206 Project on Thursday, May 25, 2017, at 11:00 A.M. at the Covered Bridge at the Town of Boone Greenway.
- OASIS invites you to a breakfast on Wednesday, May 24, 2017, from 7:30 – 11:00 A.M. at the Family Justice Center to view the space created to improve services for survivors and meet other partners.
- The Military Officers Association of America's 11th Annual Memorial Day Program will be held at Boone Mall on Monday, May 29, 2017, with the ceremony commencing at 10:30 A.M. Please see the invitation for more details.

PUBLIC COMMENT

Mr. Terry Hamilton shared appreciation for support of the Watauga County Library. Ms. Anne Ward shared concerns that homeowners need protecting from developers, requested clarification of green space in the Ordinance to Govern Subdivisions and Multi-Unit Structures, opposed a tax rate increase, and shared support for recreation and education. Mr. Craig Sullivan had signed up to speak but was not present at the time of public comment. Ms. Melissa Selby and Mr. Frank Mohler had signed up to speak but had spoken during the public hearing for the budget instead.

CLOSED SESSION

At 8:01 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:55 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

There was no action after closed session; however, discussion was held regarding the use of Economic Development funds for the Appalachian Theatre.

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 9:01 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE JUNE 6, 2017, AGENDA

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AGENDA ITEM 4:**CAPITAL IMPROVEMENT PLAN (CIP) RESERVE FUNDS REQUEST****MANAGER'S COMMENTS:**

Dr. Scott Elliott, Watauga County School Superintendent, will request the Board redirect \$228,688 that was set aside for COLA increases to be assigned to the school CIP reserve. The School System was able to meet the COLA obligation through reduced expenditures within the current budget. The request is now to shift the funds designated for the COLA into the CIP reserve. In addition, Dr. Elliott is requesting the release of \$50,000 from the School's CIP reserve to finalize the batting cage facility.

Board action is required to reallocate the \$228,688 set aside for COLA and direct those funds into the School's CIP reserves and release the \$50,000 from the CIP reserves to pay for the new batting cage facility.



Watauga County Board of Education

OFFICE OF THE SUPERINTENDENT
MARGARET E. GRAGG EDUCATION CENTER
PO BOX 1790, BOONE, NC 28607

TEL: (828) 264-7190
FAX: (828) 264-7196

May 26, 2017

To: Watauga County Commissioners
Mr. Deron Geouque, County Manager

From: Dr. Scott Elliott, Superintendent
Mrs. Ly Marze, Finance Officer

Watauga County Schools has been able to avoid requesting this year's COLA Setaside from the County through continual cost saving efforts. Some examples of these efforts are from maximizing positions transferred from local funds to state and federal allotments, increasing savings in our technology purchasing program, and continued general operational savings realized across the district. Therefore, we respectfully request the transfer of the \$228,688 from the 2016-2017 COLA Setasides to the CIP Reserves account where the funds will be spent on many outstanding capital project needs instead of current expense needs. We also ask for release of \$50,000 from the CIP Reserves account to support the completion of the Dicus Batting Facility project.

Thank you for your continued support for Watauga County Schools.

AGENDA ITEM 5:

**JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2018 CERTIFICATION,
MEMBERSHIP, AND COUNTY PLAN**

MANAGER'S COMMENTS:

Mr. Paul Holden will present the Juvenile Crime Prevention Council (JCPC) Certification and County Plan as well as the membership roster for FY 2018.

Board approval is requested for the certification and membership.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: JCPC Certification, Membership, and County Plan for 2017-18
DATE: May 26, 2017

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

Board approval is requested.



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2017 -2018

County: Watauga Date: 5-22-17

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? yes
If not, which positions are vacant and why?

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 [] 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, 2017.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	
	1000
Local	_____
Other	_____
Total	1000

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

Juvenile Crime Prevention Council Certification (cont'd)

Watauga

County

FY 2017-2018

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

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Paul Holden	Student Ser. Dir.	<input checked="" type="checkbox"/>	W	M
2) Chief of Police	Kat Eller	Detective	<input checked="" type="checkbox"/>	W	F
3) Local Sheriff or designee	Dee Rominger	Captain	<input checked="" type="checkbox"/>	W	F
4) District Attorney or designee	Matt Rupp	ADA	<input checked="" type="checkbox"/>	W	M
5) Chief Court Counselor or designee	Lisa Garland	Chief Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Karen Brown	Vaya Health	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Jocelyne Bond	Social Worker	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Margaret Pierce	Finance Director	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Murray Hawkinson	Daymark Recovery Serv.		W	M
10) Member of Faith Community	Andy Ellis	Dir.of Youth Ministries		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	Josh Teague	Attorney		W	M
14) Chief District Judge or designee	Hal Harrison	District Judge	<input type="checkbox"/>	W	M
15) Member of Business Community					
16) Local Health Director or designee	Beth Lovette	Health Director	<input type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Dick Hearn	United Way		W	M
18) Representative/Parks and Rec.	Stephen Poulos	Director P&R		W	M
19) County Commissioner appointee	Joan Hearn	Guardian Ad Litem		W	F
20) County Commissioner appointee	Mechelle Miller	Court Counselor		W	F
21) County Commissioner appointee	Josh Johnson	Court Counselor		W	M
22) County Commissioner appointee					
23) County Commissioner appointee					
24) County Commissioner appointee					
25) County Commissioner appointee					

Juvenile Crime Prevention Council County Plan

Watauga County

For FY 2017-2018

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)

Attachments:

I.

Review years

Executive Summary

The Watauga County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan for FY 2017-2018.

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

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

1. Parent Education and Skill Building
2. Interpersonal Skill Building
3. Tutoring and Academic Enhancement
4. Experiential Skills
5. Mediation
6. Home-based Family Counseling, specific to the undocumented and “underinsured youth
7. Temporary Shelter Care
8. Group Home

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 2017-18 *(See JCPC Funding Allocations page)* :

1. Juvenile Mediation \$5,375
2. Project Challenge \$43,595
3. Youth Resource Center \$43,250
4. Crossnore School \$16,065

Review years

5. Teen Leadership Development \$5,000

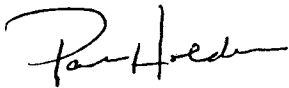
The JCPC further recommends that the following amount be allocated from the NC DPS funds for the administrative costs of the Council for FY 2017-2018:

\$ 1,000

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

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

Respectfully Submitted,



Paul Holden
Chair, Watauga County Juvenile Crime Prevention Council

Date: 4-24-17

II.

Watauga County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 114,285 Local Match: \$ 33,990 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 Administrative Funds	\$1,000						\$1,000	
2	Juvenile Mediation	\$5,375	\$1,615					\$6,990	23%
3	Project Challenge	\$43,595	\$13,080					\$56,675	23%
4	Youth Resource Center	\$43,250	\$12,975					\$56,225	23%
5	Crossnore School	\$16,065	\$4,820					\$20,885	23%
6	Mountain Alliance, Teen Leadership Development	\$5,000	\$1,500					\$6,500	23%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$114,285	\$33,990					\$148,275	23%

The above plan was derived through a planning process by the Watauga County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2017-2018

Amount of Unallocated Funds _____
 Amount of funds reverted back to DPS _____
 Discretionary Funds added _____

Paul Holden 5-25-17
 Chairperson, Juvenile Crime Prevention Council (Date)

check type initial plan update final

----DPS Use Only----

Reviewed by _____ Date _____
 Area Consultant

Reviewed by _____ Date _____
 Program Assistant

Verified by _____ Date _____
 Designated State Office Staff

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

III.

Juvenile Crime Prevention Council Organization

	Name	Organization	Title
Chairperson	Paul Holden	Watauga County Schools	Studen Services Director
Vice-Chairperson	Beth Lovette	Watauga County Health Department	Director
Secretary			
Treasurer	Margaret Pierce	Watauga County Finance	Director
Assessment Committee Chairperson	Mechelle Miller	NCDPS	Court Counselor
Funding Committee Chairperson	Margaret Pierce	Watauga County Finance	Director

Number of
members:

22

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
8-25-16	12	Yes
9-22-16	13	Yes
10-27-16	18	Yes
12-8-16	18	Yes
1-26-17	15	Yes
2-23-17	11	Yes
3-23-17	14	Yes
4-27-17	15	Yes
5-25-17	17	Yes

IV.

SUMMARY REPORT OF THE WATAUGA COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

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

Part I Risk

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 and 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 on that document 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.

Watauga County Risk Factor Observations: FY 2015-2016

- R6 Substance Use/Abuse – Those abusing substances has risen over 4 years, 14%, 22%, 20%, and 30%. State average over the same period 12%-13%.
- R7 School Behavior – Consistently higher than the state in the moderate category.
- R8 Relationship with Peers – Youth who lack pro social peers and associate with delinquent peers remains high over the 5 year period, from 48% in 2011-12, 58% in 2012-13, 60% in 2013-14, 45% in 2014-15 and 51% in 2015-16.
- R9 Parental Supervision – The number of parents willing but unable to supervise is significantly higher than the state amount of 19% in 2015-16. Percentage for Watauga was 35%, 46%, 49% and 51% respectively over the 4 years.

Part II. Needs

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. 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 upon information reported by the juvenile or the parent(s). For these items (*represented on that document 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.

Watauga County Elevated Needs Observations: FY 2015-2016

- Y1 Peer Relationships – Youth rejected by positive peers remains high over a 5 year period and higher than the State percentage (15% in 2015-16). Percentages for Watauga County ranged from 19%-25% over the 5 year period.
- Y2 School Behavior – Moderate school behavior problems ranged from 34%-39% over the 4 year period, higher than the State at 24% in 2015-16.
- Y4 Substance Abuse – Range of 15%-27% over the 4 year period compared to the state average of 14%.
- Y6 Abuse/Neglect History – Consistently higher than the State. Watauga 41%-50% over the 4 year period. State average 20%.
- Y8 Mental Health Needs – Consistently higher than the State with mental health needs not addressed. Watauga 44%-67% over the 4 year period. State average 34%.
- F2 Family Supervision Skills – Families with marginal supervision skill over the past 4 years was 73%, 79%, 73% and 69% compared to the State at 50%-52% over the same period.
- F4 Family Substance Abuse – Family abuse of substances over 4 year period ranged from 21%-26%. This is compared to the state average of 10%.

Part III. Summary of the Existing Community Resources

See attached Continuum of Services

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

Community Day Programming: An elementary day treatment is available. Services are still needed for the middle school ages.

Transportation in the county is still a need in order to reliably access resources.

Mediation services are underutilized.

Undocumented youth and families lack access to state-funded mental health or substance abuse treatment. Good alternatives are limited.

Enhanced mental health services are not available to youth who lack either Medicaid or Health Choice coverage. VAYA does not fund either Day Treatment or Intensive In-Home in this situation.

A resource to help divorce/separated parents with co-parenting is a need.

Pro-social resources and after school activities are needed in the community. Transportation is also needed to be able to access such resources. A need for a Teen Center has been recommended for several years.

Language is seen as a barrier to using resources, and additional Hispanic and language resources are needed including Hispanic parent and child support groups.

There is a higher number of youth entering DSS custody. Juvenile justice is seeing some of this population as well.

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

Respite care service is needed and absent.

Part V. Proposed Priority Services for Funding

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

The JCPC Risk and Needs Assessment Committee proposes that the following services be approved as the funding priorities for FY 2017-2018:

- Parent Education & Skill Building
- Interpersonal Skill Building
- Tutoring and Academic Enhancement
- Experiential Skills
- Community Service/Restitution
- Mediation
- Home-based Family Counseling specific to the undocumented and “underinsured” youth
- Temporary Shelter Care
- Group Home

Watauga County III. Continuum of Services - At a Glance

Instructions: Adjust arrows to cover target populations

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

		Comprehensive Strategy						
		Prevention			Graduated Sanctions			
		Target Populations						
Program Services & Structures Categories	Programs	All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I/ Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level III Youth	Post Release Youth
Structured Activities	WYN-Youth Resource Center							
	WYN - After School							
	Mountain Alliance							
	WYN Mentoring							
	NC Works							
	Alternative Learning Program-HS							
	Youth Villages-Lifeset, Independent Living Skills							
	DARE							
	Junior ROTC							
	Boy Scouts/Girl Scouts							
	4-H							
	Civil Air Patrol							
	Gang Prevention programming							
	Church Youth Groups							
	Fire Department Explorer program							
	Upward Bound							
	Parks and Recreation programming							
	Teen Center/Rec Center							
Gear Up, schools-tutoring and mentoring								
Drug prevention programs								
Parenting Programs-Love and Logic & STEP								
Triple P Parenting - Levels 2 and 3								
Triple P Parenting - Levels 4 and 5								
Parenting resources and support								
Restorative Services	Mediation							
	Project Challenge							
Community Day Programming	Structured Day Program for grades 6-12							
	OSS/ISS Alternative setting							
	Day Treatment (K-5)							
Assessment Services	Psychological Services							
	Daymark Recovery Services and Other Private Providers, Youth Villages							
	Western Area Multipurpose, Crisis, & Assessment Ctr.							
Clinical Treatment	Counseling Services -Mental Health & Private							
	Substance Abuse Treatment-Mental Health							
	Sex Offender Services - Children's Hope Alliance							
	Adolescent DBT(Dialectical Behavioral Therapy)							
	Parent Groups (Parents of kids in therapy) - psycho-educational							
	Behavioral Healthcare Counseling							
	Mental Health services for undocumented youth							
	Pregnancy Care Management							
	AMI Kids - Functional Family Therapy							
	Youth Villages-Intercept, in-home counseling							
	Mobile Crisis							
	ASC							
	Intensive In Home Services							
	MST Multi Systemic Therapy							
Residential	Children's Hope Alliance							
	Eckerd Youth Alternatives							
	Independent Living program							
	Inpatient Substance Abuse Program							
	Residential Sex Offender Treatment-Children's Hope Alliance							
	Crossnore							
	Western Area Multipurpose, Crisis, & Assessment Ctr.							
	Grandfather Home							
	Respite Care							
	Therapeutic Foster & Respite Care							
WestCare Residential Service for Girls								

Watauga County

060617 BCC Meeting

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

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

**JCPC
Watauga DPS Fundable Program Types**

	JCPC Continuum of Services	16-17 Priority	2017-18 Priorities
Structured Activities	Mentoring		
	Parent/Family Skills	X	X
	Interpersonal Skills	X	X
	Experiential Skills		X
	Tutoring/Academic Enhancement	X	X
	Vocational Skills		
Restorative Services	Mediation	X	X
	Restitution/Community Service	X	X
	Teen Court		
Community Day Program	Structured Day		
Assessment	Psychological Assessment		
Clinical Treatment	Counseling		
	Home Based Family counseling	X	X
	Crisis Counseling		
	Substance Abuse Treatment		
	Sex Offender Treatment		
Residential Programs	Group Home	X	X
	Temporary Shelter Care	X	X
	Runaway Shelter		
	Specialized Foster Care		
	Temporary Foster Care		

V.

Watauga County Juvenile Crime Prevention Council Request for Proposals

\$114,285

Anticipated County Allocation

30%

Required Local Match Rate

January 27, 2017

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 2017-2018 beginning on, or after, July 1, 2017. 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/Family Skills	Mediation	Home Based Family Counseling
Interpersonal Skills	Restitution/Community Service	Group Home
Experiential Skill	Tutoring/Academic Enhancement	Temporary Shelter

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

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

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

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

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

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

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

Dr. Paul Holden

at

828-264-7190

JCPC Chairperson or Designee

Telephone #

In order to apply for FY 2017-2018 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:

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

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

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

Deadline for Application is: March 6, 2017 by 4:00 P.M.

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

Number of original copies to submit: 1

Telephone: 828-265-8007

VI.

Juvenile Crime Prevention Council Funding Decisions Summary

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

	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
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Program Not Funded	Reason for Not Funding (Check all that apply)
Kids at Work	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input checked="" 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 checked="" type="checkbox"/> Greater cost than program of same type and quality <input checked="" type="checkbox"/> Other Not a functioning program at this time <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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VII.

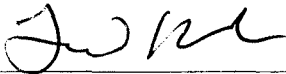
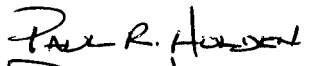
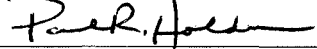
Program Enhancement Plan

Program:	Juvenile Mediation - Mediation and Restorative Justice Center
Brief Description:	The Juvenile Mediation Program meets with juveniles & offenders in Victim-Offender Mediation to provide a mediated resolution of their delinquent acts in a documented agreement that works toward reducing recidivism by helping juveniles be accountable for their actions. By resolving these issues in a positive manner, juveniles can improve relationships with their peers, family, school personnel and others. They will be empowered by becoming active participants in the process - having a voice, being listened to & solving problems they had a part in creating.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services		None			
Quality of Service Delivery		Revise and update program manual	Manual has been updated to reflect changes in service delivery and to provide more thorough and detailed step-by-step program delivery instruction. New policies have been included in program manual concerning SPEP and Risk and Needs from DJJ.	Program Manager	
Amount of Service: Duration and Contact Hours		Increase duration and contact hours	Juvenile Mediators are working to make additional contacts with the clients from attending court to do intake and prep when possible to potential followup visits when needed to address the juvenile's specific problem behaviors. Continue to work with Area Consultants and hopefully Dr.	Juvenile Mediator Program	

Program Enhancement Plan

			Lipsey to learn what best practice recommendations are for his recommended additional contacts and hours.	Manager	
Risk Level of Youth		None			
Total					

This Plan is approved by: Fawn Roark  5/25/2017   5/25/17
 Program Manager Name & Signature Date JRPC Chair Name & Signature Date

Program Enhancement Plan

Program:	YRC Summer Camp (Western Youth Network)				
Brief Description:	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 5 weeks.				
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	15				POP Score: 60%
Quality of Service Delivery	15	To continue creating a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> • Gather needed information • Write down steps for specific duties/jobs • Organize information into a binder and google doc. 	Heather Canipe	
Amount of Service: Duration and Contact Hours	16	To increase duration and contact by expanding parent awareness.	<ul style="list-style-type: none"> • Facilitate information sessions • Hand out flyers 	Maggie Clay	
Risk Level of Youth	5				
Total					

Program Enhancement Plan

This Plan is approved by:	<i>Heather Canino</i>	<i>5/1</i>	<i>Paul R. Holden</i>	<i>1</i>
	Program Manager Name & Signature	<i>25/12/17</i> Date	<i>Paul R. Holden</i> JCPC Chair Name & Signature	<i>5/25/17</i> Date

Program Enhancement Plan 2017-2018

Program:	Youth Resource Center (Western Youth Network)				
Brief Description:	Western Youth Network's Youth Resource Center (YRC) is a Tutoring/Academic Enhancement Program for adjudicated and/or high-risk middle school youth in Watauga County. The program operates from 2:30-5:30 p.m., Monday-Friday throughout the school year. YRC staff provide daily transportation for participants, interpersonal skill building, interaction with pro-social peers, and exposure to substance abuse prevention evidence-based curricula.				
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	10				POP Score: 48%
Quality of Service Delivery	15	To continue creating a through Operational Binder that leads us from entry into the program to completion.	<ul style="list-style-type: none"> • Gather needed information • Write down steps for specific duties/jobs • Organize information into a binder and google doc. 	Heather Canipe	
Amount of Service: Duration and Contact Hours	10	To increase duration and contact by expanding programing due to a new primary service	<ul style="list-style-type: none"> • More time for programing • Expanded after school hours 	Heather Canipe	
Risk Level of Youth	5				
Total					

Program Enhancement Plan 2017-2018

This Plan is approved by:	<i>Heather Curran</i>	<i>5/1</i>	<i>PAUL R HOLDEN</i>	<i>1</i>
	Program Manager Name & Signature	Date	JCPC Chair Name & Signature	Date
		<i>25/2017</i>	<i>Paul R Holden</i>	<i>5/25/17</i>

Program Enhancement Plan

Program:	Project Challenge NC Inc.-Watauga County
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	Comments:
Primary Service Supplemental Services	15	None	None-Program received the full score a Restitution service can obtain		
Quality of Service Delivery	16	Improve protocol manual to receive the full 20 points	Add detail in the program process section of the manual; evaluation process and corrective action sections of the manual	Project Challenge Program Manager	Trained supervisors on addressing any items on the monitoring forms that were not followed or give feedback on possible improvements. Continue using improvement steps listed
Amount of Service: Duration and Contact Hours	8	Improve % of juvenile receiving optimal duration	<ol style="list-style-type: none"> 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 3. Modify protocol manual to reflect changes 	<ol style="list-style-type: none"> 1. Project Challenge Watauga coordinator 2. Project Challenge Watauga Coordinator 3. Program Manager 	<ol style="list-style-type: none"> 1-Continue monitoring that length of stay extends the 12 weeks and frequency requirements are met. 2-Continue open communication with all involved. 3-Completed
Risk Level of Youth	5	None	None-Risk score is not an area that a program receiving all court counselor referrals can improve upon		
Total	44				

Program Enhancement Plan

POP
55%

This Plan is approved by:

[Signature]
Program Manager Name & Signature

5/29/17
Date

[Signature]
JRPC Chair Name & Signature


5/25/17
Date

Program Enhancement Plan

Program:	Crossnore Watauga Temporary Shelter
Brief Description:	90 days of temporary shelter in a residential education setting to include 24-hour care and supervision of juveniles by Cottage Parents and Case Management services provided by Case Managers while addressing the issues which resulted in the juvenile being placed at Crossnore School. Counseling services, educational opportunities at Crossnore Academy and access to medical attention are offered and provided through other funding sources.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	30	N/A			
Quality of Service Delivery	16	Employee Training & Certification	Staff will continue with trainings on the Sanctuary Model, every quarter. Staff will meet weekly for staff meeting and training. Will utilize specialty trainings.	Staff	
Amount of Service: Duration and Contact Hours	0	Extend Days served	Children could have the possibility to extend their stay for more than 90 days - if appropriate	Staff	
Risk Level of Youth	12	N/A			
Total	58				

This Plan is approved by:


 Program Manager Name & Signature

4 11 91 16
 Date


 JCPC Chair Name & Signature

5 12 9 16
 Date



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 17-18	DPS/JCPC FUNDING # (cont only)	2 95XXXX
COUNTY:	Watauga	AREA:	Western Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM: Teen Leadership Development Program			

SPONSORING AGENCY:	Mountain Alliance		
SPONSORING AGENCY PHYSICAL ADDRESS:	300 Go Pioneers dr Boone	NC	28607
SPONSORING AGENCY MAILING ADDRESS:	PO box 2854 Boone	NC	28607

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
18727	<p>NAME OF COMPONENT: Teen Leadership Development Program</p> <p>BRIEF DESCRIPTION: Skill building program that engages high risk teenage students as well as mainstream students. Students can be accepted into this program, and complete this program on a rolling basis throughout the school year. Students will build experiential and social skills through challenge, service, and cultural experience programs. The programs will engage a diverse group of peers, led by adults. Students will complete the program by fulfilling activities and outcomes in their individual service plan.</p>

AGENDA ITEM 6:

HIGH COUNTRY CHAPTER OF THE MILITARY OFFICERS ASSOCIATION OF AMERICA (MOAA) REQUEST

MANAGER'S COMMENTS:

At the September 6, 2016 meeting, Board approval was given to make a commitment for \$25,000 to assist in the construction of a Veteran's Memorial by the High Country Chapter of the Military Officers Association of America (MOAA). The proposed site for the new memorial is adjacent to the Boone Town Hall. The MOAA is now requesting those funds.

No additional information was provided with the request for funds distribution. The Board may wish to seek additional information regarding the project prior to releasing the funds requested.

Staff seeks direction from the Board.

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AGENDA ITEM 7:

REQUEST TO ACCEPT 2017 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT

MANAGER'S COMMENTS:

Pamela Thomas, Recycling Coordinator, will request the Board accept a grant from the North Carolina Department of Environmental Quality. The purpose of the grant is to assist in the purchase of two (2) closed top roll-off containers to collect recycling materials at the county schools.

The grant is for \$10,000 with a local match of \$2,000 to be paid by the Watauga County School System. The School System will allocate the match in their 2017-2018 budget.

Board approval is required to accept the grant from the North Carolina Department of Environmental Quality in the amount of \$10,000 with the \$2,000 match to be paid by the Watauga County School System.

Watauga County Sanitation
Recycling Office

Memo

To: Deron Geouque

From: Pamela Thomas, Recycling Coordinator

cc: JV Potter, Donna Watson

Date: April 27, 2017

Re: Request to accept funds from the 2017 Community Waste Reduction and Recycling Grant

This is a request to accept grant funds from the *North Carolina Department of Environmental Quality and Customer Service*, "2017 Community Waste Reduction and Recycling Grant" that will assist in purchase of 2 closed top, divided, 30 yard roll off containers to collect school recycling materials. This project will assist the Watauga County School Board and their Maintenance Department in the more organized collection of school recycling. A copy of the award letter from North Carolina Environmental Quality is attached to this memo.

Overall Project Cost: Estimated at \$12,000

Total 2017 CWRAR Grant Awarded: \$10,000

School Board Match: \$2,000

Item	State Grant Award	Cash Match	Total
	\$10,000.00	\$2,000.00*	\$12,000.00
TOTALS	\$10,000.00	\$2,000.00*	\$12,000.00

*Cash Match will be paid by the Watauga County School Board. Amounts will be planned for their 2017-2018 budgets.



ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

April 26, 2017

Pamela Thomas
Watauga County Sanitation Department
336 Landfill Road
Boone, NC 28607

Dear Ms. Thomas,

We are pleased to announce that the Division of Environmental Assistance and Customer Service has decided to award your 2017 Community Waste Reduction and Recycling Grant proposal for a total of \$10,000.00 in state grant funding. We will begin working soon to establish a grant contract between the Department of Environmental Quality and Watauga County, with a target start date of July 1, 2017 and an end-date of June 30, 2018.

Please note that the Department of Environmental Quality cannot reimburse any grant expenditure that is incurred before the grant contract start date. Also, grantees must make every attempt to finish their grant projects within the one year grant contract period. Contract time extensions are possible, but will only be allowed under extraordinary circumstances. Grantees who do not finish their projects by the original contract deadline risk forfeiting grant funds.

If you have any questions about the grant award, please do not hesitate to contact Mindy Love at 919-707-8127 or mindy.love@ncdenr.gov. Congratulations on your successful grant proposal.

Sincerely,

A handwritten signature in black ink that reads 'Rob Taylor'.

Rob Taylor
Local Government Assistance Team Leader
Recycling and Materials Management Section
Division of Environmental Assistance and Customer Service



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AGENDA ITEM 8:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

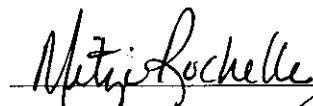
The reports are for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

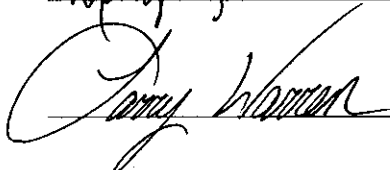
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report May 2017

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County					
Taxes 2016	102,725.69	25.22%	26,516,730.39	98.58%	98.30%
Prior Year Taxes	31,847.32		541,470.18		
Solid Waste User Fees	6,199.32	19.99%	2,485,729.56	97.50%	96.99%
Green Box Fees	1,149.50	NA	9,429.18	NA	NA
Total County Funds	\$141,921.83		\$29,553,359.31		
Fire Districts					
Foscoe Fire	1,015.35	15.36%	454,111.97	98.64%	98.74%
Boone Fire	3,861.63	20.48%	872,001.58	98.54%	97.94%
Fall Creek Service Dist.	159.23	19.25%	9,369.08	98.02%	96.52%
Beaver Dam Fire	1,045.28	33.34%	103,412.59	98.00%	97.41%
Stewart Simmons Fire	632.83	22.87%	126,069.33	98.72%	98.28%
Zionville Fire	1,377.18	15.88%	110,599.95	97.00%	97.19%
Cove Creek Fire	1,560.19	21.10%	233,626.72	97.72%	97.50%
Shawneehaw Fire	579.85	40.64%	95,206.30	99.25%	98.04%
Meat Camp Fire	1,146.26	20.04%	198,584.83	96.32%	96.19%
Deep Gap Fire	1,757.92	29.44%	183,209.35	98.02%	97.85%
Todd Fire	138.52	11.88%	60,854.54	98.26%	98.60%
Blowing Rock Fire	2,159.95	22.67%	464,834.22	98.66%	98.23%
M.C. Creston Fire	14.44	2.58%	6,356.21	91.43%	88.10%
Foscoe Service District	85.14	5.76%	69,881.26	99.04%	98.68%
Beech Mtn. Service Dist.	0.00	0.00%	1,443.70	98.15%	99.85%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	190.12	28.73%	6,082.89	93.11%	92.53%
	\$15,564.66		\$2,986,599.59		
Towns					
Boone	27,601.69	47.34%	5,701,815.19	99.49%	99.04%
Municipal Services	660.21	81.75%	130,167.46	99.81%	97.13%
Boone MV Fee	0.00	0.00%	2,092.77	NA	NA
Blowing Rock	0.00	0.00%	2,465.40	NA	NA
Seven Devils	0.00	0.00%	1,532.21	NA	NA
Beech Mountain	0.00	0.00%	5,036.65	NA	NA
Total Town Taxes	\$28,261.90		\$5,843,109.68		
Total Amount Collected	\$185,748.39		\$38,383,068.58		



Tax Collections Director



Tax Administrator

AGENDA ITEM 8:

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.

05/31/2017 16:53
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2017 TO 05/31/2017

P 1
tncrarp

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1201151 BLOWING ROCK MEDICAL CLINIC PA P O BOX 8 BLOWING ROCK, NC 286050008	PP 2016 201151999 TAX RELEASES BUSINESS CLOSED	1511	05/31/2017	C03	6096	0 G01	94.62
1213818 CAMPBELL, LYNN F AND PATSY 2605 FAIRMOUNT AVE LAKELAND, FL 338033159	PP 2014 213818999 TAX RELEASES MH SOLD IN 2013	1323	05/31/2017	C02	6103	0 SWF G01 C02 G01L C02L	80.00 22.54 29.52 2.25 2.95
							137.26
1213818 CAMPBELL, LYNN F AND PATSY 2605 FAIRMOUNT AVE LAKELAND, FL 338033159	PP 2015 213818999 TAX RELEASES MH SOLD IN 2013	1343	05/31/2017	C02	6104	0 SWF G01 C02 G01L C02L	80.00 22.54 29.52 2.25 2.95
							137.26
1213818 CAMPBELL, LYNN F AND PATSY 2605 FAIRMOUNT AVE LAKELAND, FL 338033159	PP 2016 213818999 TAX RELEASES MH SOLD IN 2013	1537	05/31/2017	C02	6105	0 SWF G01 C02	80.00 22.54 29.52
							132.06
1603941 HEAVENLY MOUNTAIN RESORT, INC 1896 HEAVENLY MOUNTAIN DR BOONE, NC 28607	PP 2014 603941999 TAX RELEASES NOW BLUE RIDGE PRESERVATION	3193	05/31/2017	F02	6097	0 G01 F02 G01L F02L	234.75 37.50 23.48 3.75
							299.48
1603941 HEAVENLY MOUNTAIN RESORT, INC 1896 HEAVENLY MOUNTAIN DR BOONE, NC 28607	PP 2015 603941999 TAX RELEASES NOW BLUE RIDGE PRESERVATION	3128	05/31/2017	F02	6098	0 G01 F02 G01L F02L	234.75 37.50 23.48 3.75
							299.48
1603941 HEAVENLY MOUNTAIN RESORT, INC 1896 HEAVENLY MOUNTAIN DR BOONE, NC 28607	PP 2016 603941999 TAX RELEASES NOW BLUE RIDGE PRESERVATION	3245	05/31/2017	F02	6099	0 G01 F02	234.75 45.00
							279.75

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1577957 HOSPITALITY MINTS 213 CANDY LANE BOONE, NC 28607	PP 2017	1000015	05/31/2017			0	C02	1,230.00
	2024			C02			C02	1,230.00
	TAX RELEASES				6095		C02	1,230.00
	APPEALED ASSESEMENT PENDING ALLOWED						C02	1,110.00
	AMENDED LISTING						C02	1,110.00
							G01	939.00
							G01	939.00
							G01	939.00
							G01	939.00
							G01	939.00
							C02L	246.00
							C02L	369.00
							C02L	492.00
							C02L	555.00
							C02L	666.00
							G01L	187.80
							G01L	281.70
							G01L	375.60
						G01L	469.50	
						G01L	563.40	
								14,811.00
1570722 MILLENNIUM MFG STRUCTURES LLC 355 INDUSTRIAL PARK DR BOONE, NC 28607	PP 2017	1000011	05/31/2017			0	C02	23.90
	2011			C02			C02	36.70
	TAX RELEASES				6102		C02	27.27
	TURNER BUSINESS RELEASED						C02	28.49
							C02	287.60
							G01	18.25
							G01	28.01
							G01	20.81
							G01	24.10
							G01	243.29
							C02L	4.78
							C02L	11.01
							C02L	10.91
							C02L	14.25
							C02L	172.56
							G01L	3.65
							G01L	8.40
							G01L	8.32
						G01L	12.05	
						G01L	145.97	
								1,130.32

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RELEASES - 05/01/2017 TO 05/31/2017

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1606285 PHILLIPS, ELISA OHARA PO BOX 33 DTS BOONE, NC 28607	RE 2012 2900-73-6703-000 REFUND RELEASE INCORRECT SQ FTGE	33866	05/31/2017 C02	6110	4,000 C02 G01	14.80 12.52 <hr/> 27.32
1606285 PHILLIPS, ELISA OHARA PO BOX 33 DTS BOONE, NC 28607	RE 2013 2900-73-6703-000 REFUND RELEASE INCORRECT SQ FTGE	33203	05/31/2017 C02	6109	4,000 C02 G01	14.80 12.52 <hr/> 27.32
1606285 PHILLIPS, ELISA OHARA PO BOX 33 DTS BOONE, NC 28607	RE 2014 2900-73-6703-000 REFUND RELEASE INCORRECT SQ FTGE	34270	05/31/2017 C02	6108	3,700 C02 G01	15.17 11.58 <hr/> 26.75
1606285 PHILLIPS, ELISA OHARA PO BOX 33 DTS BOONE, NC 28607	RE 2015 2900-73-6703-000 REFUND RELEASE INCORRECT SQ FTGE	34258	05/31/2017 C02	6107	3,700 C02 G01	15.17 11.58 <hr/> 26.75
1606285 PHILLIPS, ELISA OHARA PO BOX 33 DTS BOONE, NC 28607	RE 2016 2900-73-6703-000 REFUND RELEASE INCORRECT SQ FTGE	34266	05/31/2017 C02	6106	3,700 C02 G01	15.17 11.58 <hr/> 26.75
1744683 THE APPALACHIAN THEATRE OF THE HIGH COUN PO BOX 11 DTS BOONE, NC 28607-0011	RE 2016 2900-88-5659-000 TAX RELEASES COUNTY COMMISSIONERS APPROVED EXEMPTION STATUS EFFECTIVE 2016	34613	05/31/2017 MS1	6101	0 MS1 C02 G01 SWF	1,674.54 3,269.34 2,495.86 320.00 <hr/> 7,759.74
1524820 WINTERFIRE LTD 145 STRATFORD ROAD WINSTON SALEM, NC 27104	PP 2016 524820999 TAX RELEASES OUT OF BUSINESS 2015	2400	05/31/2017 C03	6100	0 G01 F12	43.07 6.88 <hr/> 49.95
DETAIL SUMMARY	COUNT: 16	RELEASES - TOTAL			19,100	25,265.81

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RELEASES - 05/01/2017 TO 05/31/2017

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2012	RE	C02	BOONE RE	14.80
2012	RE	G01	WATAUGA COUNTY RE	12.52
			2012 TOTAL	27.32
2013	RE	C02	BOONE RE	14.80
2013	RE	G01	WATAUGA COUNTY RE	12.52
			2013 TOTAL	27.32
2014	RE	C02	BOONE RE	15.17
2014	RE	G01	WATAUGA COUNTY RE	11.58
2014	PP	C02	BOONE PP	29.52
2014	PP	C02L	BOONE LATE LIST	2.95
2014	PP	F02	BOONE FIRE PP	37.50
2014	PP	F02L	BOONE FIRE LATE LIST	3.75
2014	PP	G01	WATAUGA COUNTY PP	257.29
2014	PP	G01L	WATAUGA COUNTY LATE LIST	25.73
2014	PP	SWF	SOLID WASTE USER FEE	80.00
			2014 TOTAL	463.49
2015	RE	C02	BOONE RE	15.17
2015	RE	G01	WATAUGA COUNTY RE	11.58
2015	PP	C02	BOONE PP	29.52
2015	PP	C02L	BOONE LATE LIST	2.95
2015	PP	F02	BOONE FIRE PP	37.50
2015	PP	F02L	BOONE FIRE LATE LIST	3.75
2015	PP	G01	WATAUGA COUNTY PP	257.29
2015	PP	G01L	WATAUGA COUNTY LATE LIST	25.73
2015	PP	SWF	SANITATION USER FEE	80.00
			2015 TOTAL	463.49
2016	RE	C02	BOONE RE	3,284.51
2016	RE	G01	WATAUGA COUNTY RE	2,507.44
2016	RE	MS1	BOONE MUNICIPAL SERV DIST RE	1,674.54
2016	RE	SWF	SANITATION USER FEE	320.00
2016	PP	C02	BOONE PP	29.52
2016	PP	F02	BOONE FIRE PP	45.00
2016	PP	F12	BLOWING ROCK FIRE PP	6.88
2016	PP	G01	WATAUGA COUNTY PP	394.98
2016	PP	SWF	SANITATION USER FEE	80.00
			2016 TOTAL	8,342.87
2017	PP	C02	BOONE PP	6,313.96
2017	PP	C02L	BOONE LATE LIST	2,541.51
2017	PP	G01	WATAUGA COUNTY PP	5,029.46
2017	PP	G01L	WATAUGA COUNTY LATE LIST	2,056.39
			2017 TOTAL	15,941.32
			SUMMARY TOTAL	25,265.81

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RELEASES - 05/01/2017 TO 05/31/2017

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2012	C02	BOONE RE	14.80
C02	2012	G01	WATAUGA COUNTY RE	12.52
C02	2013	C02	BOONE RE	14.80
C02	2013	G01	WATAUGA COUNTY RE	12.52
C02	2014	C02	BOONE PP	44.69
C02	2014	C02L	BOONE LATE LIST	2.95
C02	2014	G01	WATAUGA COUNTY PP	34.12
C02	2014	G01L	WATAUGA COUNTY LATE LIST	2.25
C02	2014	SWF	SOLID WASTE USER FEE	80.00
C02	2015	C02	BOONE PP	44.69
C02	2015	C02L	BOONE LATE LIST	2.95
C02	2015	G01	WATAUGA COUNTY PP	34.12
C02	2015	G01L	WATAUGA COUNTY LATE LIST	2.25
C02	2015	SWF	SANITATION USER FEE	80.00
C02	2016	C02	BOONE PP	44.69
C02	2016	G01	WATAUGA COUNTY PP	34.12
C02	2016	SWF	SANITATION USER FEE	80.00
C02	2017	C02	BOONE PP	6,313.96
C02	2017	C02L	BOONE LATE LIST	2,541.51
C02	2017	G01	WATAUGA COUNTY PP	5,029.46
C02	2017	G01L	WATAUGA COUNTY LATE LIST	2,056.39
		C02 TOTAL		16,482.79
C03	2016	F12	BLOWING ROCK FIRE PP	6.88
C03	2016	G01	WATAUGA COUNTY PP	137.69
		C03 TOTAL		144.57
F02	2014	F02	BOONE FIRE PP	37.50
F02	2014	F02L	BOONE FIRE LATE LIST	3.75
F02	2014	G01	WATAUGA COUNTY PP	234.75
F02	2014	G01L	WATAUGA COUNTY LATE LIST	23.48
F02	2015	F02	BOONE FIRE PP	37.50
F02	2015	F02L	BOONE FIRE LATE LIST	3.75
F02	2015	G01	WATAUGA COUNTY PP	234.75
F02	2015	G01L	WATAUGA COUNTY LATE LIST	23.48
F02	2016	F02	BOONE FIRE PP	45.00
F02	2016	G01	WATAUGA COUNTY PP	234.75
		F02 TOTAL		878.71
MS1	2016	C02	BOONE RE	3,269.34
MS1	2016	G01	WATAUGA COUNTY RE	2,495.86
MS1	2016	MS1	BOONE MUNICIPAL SERV DIST RE	1,674.54
MS1	2016	SWF	SANITATION USER FEE	320.00
		MS1 TOTAL		7,759.74
		SUMMARY TOTAL		25,265.81

AGENDA ITEM 9:

BROOKSHIRE WETLANDS REQUESTS

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will discuss the application submitted by the County, prepared by Blue Ridge Environmental Consultants (BREC), for Clean Water Management Trust Funds (CWMTF) to construct wetlands on the County's property on Brookshire Road. Mr. Furman learned that the New River Conservancy had submitted a successful application for the previous funding cycle to do stream bank restoration of the South Fork New River adjacent to the County's land. The two projects are entirely different, but there is some overlap in the area to be under either conservation easement or restrictive covenants, which affects the grant match. Specifically, both projects show the same 50' buffer along the river which encompasses the existing greenway, and which is included as match (value of property under easement/covenants) in the BREC application. Due to the fact that the New River Conservancy's project was approved, it is necessary to revise the BREC project, which is pending. This was discussed with CWMTF staff during a site visit. Also discussed was the value of the greenway construction, which was shown as a match in the BREC project, but is not eligible to be used. The same is true for the soccer fields, which were shown to be placed under conservation easement or covenants and used as a match in the BREC application.

Approval of a revised application is requested. The budget forms and maps for the existing application and the requested revised application, as well as a model conservation easement and model restrictive covenants are included. The easement or covenants will need formal approval only if the application is approved. The revised application removes the overlapping easement and the easement of the soccer fields, and adds a conservation easement adjacent to the South Fork New River and small tributary on the original Brookshire Park. The budget changes to reflect the higher value for the area to be under easement/covenant, removal of credit (match) of the constructed greenway on the TMSC property, and an increased in-kind match to be provided by BREC.

Staff requests approval of the revised application and a commitment to provide the conservation easement or record restrictive covenants if the grant is awarded.

INFORMATION FOR USERS OF THIS CWMTF TEMPLATE FOR RESTORATION EASEMENT

Purpose:

This template is intended to facilitate easement preparation by CWMTF grant recipients and land owners on stream and wetlands restoration projects. This template also sets forth CWMTF's minimum requirements for buffer easements associated with stream and wetlands restoration work.

Background:

CWMTF requires permanent restrictions on activities and uses on land within areas of riparian buffers adjacent to streams restored with CWMTF funding. All conditions in this template, except for those in Article II, Rights Reserved to Grantor, are mandatory for all conservation easements associated with construction of stream and wetlands restoration projects funded at least in part by CWMTF. Easements need not conform to the exact format or wording of this template, but CWMTF expects all conditions given in this template to be addressed in recorded easements. Exceptions must be approved in writing by CWMTF before an easement is recorded. Also, CWMTF must sign for "Accepted as to Form" before an easement is recorded. CWMTF encourages our grant recipients and their agents to confer with CWMTF staff during easement preparation.

Possible alternatives to this restoration easement template:

- CWMTF grant recipients may choose from a number of documents for restricting activities on project sites. Refer to [Conservation Documents Applicable to CWMTF-funded projects](#) for a list of documents and how each might apply to a given project.
- If the riparian buffer to be protected is on public property (i.e., owned by, a local government unit, or a municipal corporation), a [Declaration of Covenants, Conditions, and Restrictions for Restoration Purposes](#) may be used instead of a restoration easement.
- If property owner-commitment to land-use restrictions is required by a CWMTF grant contract, and funding for stream restoration is not yet available, a limited-term [Option Agreement for Restoration Easement](#) may be used to fulfill the grant contract requirement pending funding for construction. By a recorded option, the property owner commits to executing and recording a restoration easement if and when construction is funded.

Process for recording a restoration easement:

CWMTF grant recipients should proceed as follows when preparing a restoration easement:

- 1) Verify that a restoration easement is appropriate for the type of project, property ownership, and commitment to maintain the restored stream.
- 2) Prepare a draft restoration easement using this template (delete this “Information for Users”).
- 3) Review the draft restoration easement with CWMTF’s Restoration/Stormwater Project Manager.
- 4) Obtain the following signatures on the final restoration easement, notarized where appropriate: grantor, grantee, and CWMTF.
- 5) Record the fully executed restoration easement with the county register of deeds.
- 6) Send a copy of the recorded restoration easement to CWMTF.

This template is not intended to provide technical or legal advice. Users of this template should confer with their own attorneys and other appropriate professionals in preparing and recording easement documents.

Per requirements of most county registers of deeds, please provide a top margin of at least three inches on the first page of this document.

**DEED OF CONSERVATION EASEMENT FOR RESTORATION PURPOSES
("RESTORATION EASEMENT")**

[project name]
[property name]

Prepared by: _____
After Recording Return to: _____

NORTH CAROLINA _____ **COUNTY**

CWMTF Project No.: _____ **PIN:** _____

THIS DEED OF CONSERVATION EASEMENT FOR RESTORATION PURPOSES ("Restoration Easement") is made this _____ day of _____, 20____, by and between **NAME, ADDRESS AND CAPACITY** ("Grantor") and **NAME, ADDRESS AND CAPACITY** ("Grantee"), hereinafter sometimes collectively referred to as the "Parties."

RECITALS AND PURPOSES

A. The Grantor is owner in fee simple of certain real property containing _____ acres more or less, located in _____ Township, _____ County, North Carolina, and more particularly described *[by metes and bounds on the attached Exhibit "A" which is incorporated by reference as if fully set forth herein, by lot and block – preferred – if there is a recorded map, or by reference to prior recorded instruments]* (hereinafter "Property").

B. The Grantee is a qualified organization as defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and any successor section and regulations promulgated thereunder, and accepts responsibility for enforcing the terms of this Restoration Easement and for upholding its conservation purposes forever.

C. The State of North Carolina (“State”) enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the “Conservation Agreements Act”), Chapter 121, Article 4 of the North Carolina General Statutes (“NCGS”), which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition”.

D. This Restoration Easement is intended to be a “conservation agreement” and/or a “preservation agreement” as defined and contemplated in the Conservation Agreements Act.

E. The North Carolina Clean Water Management Trust Fund (“Fund”) is an independent agency of the State and is authorized by NCGS Chapter 113A, Article 18, to finance projects and to acquire land and interests in land, including conservation easements for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies, and to restore previously degraded lands to reestablish their ability to protect water quality.

F. The Grantor and the Grantee have agreed to set aside [REDACTED] acres of the Property (as described herein below and hereinafter referred to as the “Easement Area”) for the purpose of creating this Restoration Easement to maintain and improve water quality.

[or, alternatively...]

F. The Grantor and the Grantee have agreed to set aside the Property for the purpose of creating this Restoration Easement to maintain and improve water quality. Hereinafter the Property is referred to as the “Easement Area” insofar as the reference pertains to conditions of this Restoration Easement.

[If the Easement Area is less than the Property, the Easement Area must be described separately. Otherwise, the Property and Easement Area are one and the same. If the Easement Area is less than the Property and has no road frontage, the easement must include a right of access across the Property, e.g. “The Easement Area is described in the attached Exhibit B, incorporated by reference as if fully set forth herein, and is conveyed together with the right of ingress, egress and regress over, upon and across the Property to and from the Easement Area.”]

G. The Grantee has received or will receive a grant from the Fund identified in Grant Contract no. [REDACTED], entered into between the Grantee and the Fund and effective as of [REDACTED], in consideration of which the Grantee has agreed to obtain this Restoration Easement. The Grant Contract describes certain restoration work to be conducted on the Easement Area that may include planting of trees, shrubs and herbaceous vegetation, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the site hydrology, and installation of natural and manmade materials as needed to direct in-stream, above ground and groundwater flow (the “Restoration Project”). Those portions of the Grant Contract describing

the Restoration Project are incorporated by reference as if fully set forth herein. The Grant Contract is on file and available for public inspection in the offices of the Fund and the Grantee.

[Some references in this template to the Grantee presume that the Grantee is the same organization that entered in the Grant Contract with the Fund (CWMTF's "grant recipient"). If the Grantee and CWMTF's grant recipient are not the same, then the recital above needs to be edited to distinguish between them. Some later references to Grantee also need to be edited similarly.]

H. The Grantee and the Fund have determined the water quality benefit of the Restoration Project, and Grantor recognizes said benefit. The Parties wish to limit in perpetuity activities or acts detrimental to the Restoration Project and enter into this Restoration Easement in order to prevent the use or development of the Easement Area for any purpose and in any manner that would conflict with the conservation values of the Restoration Project.

I. The purposes of this Restoration Easement are to maintain, restore, or enhance a wetland and/or riparian resource on the Easement Area that contributes to the protection and improvement of water quality, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its restored or natural condition as may be appropriate, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes.

J. The Parties intend that this Restoration Easement be held exclusively for the conservation purposes set forth by the Grant Contract, this Restoration Easement, Section 170(h)(4)(A) of the Code, the Conservation Agreements Act, and NCGS Chapter 113A, Article 18, and that it will be construed to promote the purposes of the aforementioned documents, agreements, laws, rules, regulations, codes and ordinances. Further, the Grantee acknowledges that it will be the holder of this Restoration Easement as that term is defined in the Conservation Agreements Act.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, this Restoration Easement of the nature and character and to the extent set forth herein (including the Recitals), over, through and across the Easement Area.

ARTICLE I. DURATION OF EASEMENT

This Restoration Easement is perpetual. It is an easement in gross, runs with the land, and is enforceable by the Grantee against the Grantor, its personal representatives, heirs, successors, assigns, lessees, agents, and licensees.

ARTICLE II. RIGHTS RESERVED TO GRANTOR

[Note to users of this CWMTF Restoration Easement template:

Conditions given in this article, unlike those in other articles, are not mandatory for restoration easements associated with restoration construction funded by CWMTF. Rather, these conditions pertain to interests of the Grantor in reserving certain rights and are typical of conditions included in conservation easements for projects receiving CWMTF funding. These conditions are provided herein for users' consideration. However, any conditions that reserve rights to the Grantor beyond those given herein must be approved by CWMTF.]

The Grantor reserves certain rights accruing from the fee simple ownership of the Property, including the right to engage in or permit others to engage in uses of the Easement Area that are not inconsistent with the purpose(s) of this Restoration Easement. All rights reserved by the Grantor are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the purposes of this Restoration Easement. This Restoration Easement encumbers the Property and runs with the land; however, except for the specific restrictions and prohibitions made applicable herein to the Easement Area, Grantor will continue to own the Property and may use it in any lawful manner.

A. Passive Recreational Uses. Grantor reserves the right to engage in undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Use of motorized vehicles on the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on trails, paths or roads existing on the date hereof.

B. Educational Uses. Grantor reserves the right to engage in and permit others to engage in educational uses on the Easement Area not inconsistent with this Restoration Easement and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the Easement Area may not alter vegetation, hydrology or topography of the site.

Notwithstanding the foregoing, all amenities and improvements to be located on the Easement Area must comply with the terms set forth herein and incorporated herein by reference from the Grant Contract.

ARTICLE III. GRANTEE'S GRANTEE'S RESPONSIBILITIES AND AFFIRMATIVE RIGHTS

A. Stewardship of the Easement Area. The Grantee hereby covenants and agrees that it will monitor and observe the Easement Area in perpetuity, endeavor to assure compliance with the terms, conditions, and restrictions of this Restoration Easement, and employ reasonable means to correct observed breaches of compliance, including the enforcement rights set forth in Article V hereof.

B. Right of Access, Ingress and Egress. The Grantee *[and/or CWMTF's grant recipient, by name]* and authorized representatives of the Grantee, have the right, upon providing

reasonable advance notice to Grantor, to enter the Property **[and the Easement Area]** to engage in the Restoration Project, to exercise the enforcement rights set forth in Article V hereof, and to monitor the Easement Area as set forth herein below.

C. Construction and Maintenance of the Restoration Project. The Grantee **[and/or CWMTF's grant recipient, by name]** and its **[their]** authorized representatives have the affirmative right to engage in the Restoration Project. All activity associated with the Restoration Project will be conducted according to the requirements hereof and those incorporated herein from the Grant Contract and pursuant to all applicable laws, rules, regulations, and permits.

D. Recordation of this Restoration Easement. The Grantee or the Grantor **[or CWMTF's grant recipient, by name]** will record this Restoration Easement and any amendment hereto in timely fashion in the official records of [REDACTED] County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's and/or Grantor's rights.

Notwithstanding the foregoing, all amenities and improvements to be located on the Easement Area will comply with the terms set forth herein and incorporated herein by reference from the Grant Contract.

ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES AND USES

A. Activities and Uses Prohibited in the Easement Area. Any activity on, or use of, the Easement Area inconsistent with the purposes of this Restoration Easement is prohibited. The Easement Area will be maintained in a manner, and be restricted from any development or use, that would impair or interfere with the purposes of this Restoration Easement. Except for those rights specifically reserved to Grantor in Article II and affirmatively granted to Grantee in Article III, and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on and in the Easement Area:

(1) Industrial, Residential and Commercial Uses. Industrial, residential and commercial activities and the rights of passage for such purposes.

(2) Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations.

(3) New Construction. Buildings, facilities, mobile homes, antennas, utility poles, towers, and other structures.

(4) Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material.

(5) Mitigation. Neither the Easement Area nor any portion thereof may be used to satisfy compensatory mitigation requirements under 33 USC Section 1344 or NCGS §143-214.11 or any successor or replacement provision of the foregoing.

(6) Open Space Requirements. The Easement Area may not be used to satisfy open space requirements of any cluster or other development scheme.

(7) Development Rights. All development rights are extinguished from the Easement Area and may not be transferred to any other lands pursuant to a transfer of development rights scheme or cluster development arrangement or otherwise.

B. Activities and Uses Restricted in the Easement Area. Except for those rights specifically reserved to Grantor in Article II and affirmatively granted to Grantee in Article III, and without limiting the generality of the foregoing, the following activities and uses are expressly restricted on and in the Easement Area:

(1) Cutting of Vegetation. Except as related to removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat or as necessitated by the activities described in Article III, all cutting, removal, mowing, harming, or destruction of any trees and vegetation on the Easement Area is prohibited. *[Subject to the prior written approval of the Fund, this section may contain additional language regarding vegetation management if a project is located in a setting where a more manicured look is warranted such as a golf course or public park.]*

(2) Stream Crossings and Roads. New stream crossings for livestock and access to adjacent property are prohibited, except as approved in writing, in advance by the Grantee, with the understanding that any crossing may not impede flow of water or aquatic life. Existing roads, trails, or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

(3) Signs. Signs are prohibited, except interpretive signs describing activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Restoration Easement, signs giving directions, and signs prescribing rules and regulations for the use of the Easement Area.

(4) Grading, Mineral Use, Excavation, Dredging. Grading, filling, excavation, dredging, mining, drilling, and removal of topsoil, sand, gravel, rock, peat, minerals, and other materials are prohibited, except as necessitated by activities described in Article III.

(5) Water Quality and Drainage Patterns. Except as necessitated by activities described in Article III, diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water; altering or tampering with water control structures or devices; disruption or alteration of the restored, enhanced, or created drainage patterns; and removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides are prohibited.

(6) Subdivision and Conveyance. The Easement Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

ARTICLE V. ENFORCEMENT AND REMEDIES

A. Enforcement. The Grantee has authority and responsibility for enforcement of this Restoration Easement. Any forbearance by the Grantee to exercise rights hereunder in the event of breach of any term, condition, or restriction may not be deemed or construed to be a waiver of any right of enforcement. No delay or omission by the Grantee in the exercise of any right or remedy may impair such right or remedy, or be construed as a waiver.

B. Notification. Upon breach of any of the terms, conditions, and restrictions of this Restoration Easement by the Grantor, or anyone acting for or under authority of the Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor will have 30 days after receipt of such notice to correct any conditions constituting such breach. If the breach remains uncorrected after 30 days, the Grantee may enforce this Restoration Easement by any appropriate legal proceedings, including actions for damages, injunctive, and other relief. In addition, the Grantee has the power and authority to:

- (1) immediately abate or prevent any impairment or degradation of the Easement Area by acts which may be unlawful or otherwise in violation of this Restoration Easement;
- (2) otherwise preserve or protect its interest in the Easement Area; and
- (3) seek damages from any appropriate person or entity.

C. Acts Beyond Grantor's Control. Nothing contained in this Restoration Easement may be construed to entitle the Grantee to bring any action against the Grantor, their successors or their assigns for any injury or change in the Easement Area caused by third parties resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Easement Area resulting from such causes.

ARTICLE VI. THIRD PARTY RIGHT OF ENFORCEMENT IN STATE

In the event that the Grantee fails to enforce any of the terms of this Restoration Easement, pursuant to the terms of the Grant Contract between the Grantee and the State acting by and through the Fund, the State has the independent right to enforce the terms of this Restoration Easement through any and all authorities available under State law. Any forbearance by the State to exercise this third party right of enforcement may not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restoration Easement. The State and its agents and employees have such right of entry and access to the Easement Area as may be necessary to carry out the third party rights of enforcement set forth herein.

ARTICLE VII. GRANTOR'S WARRANTY OF TITLE

The Grantor covenants, represents and warrants that (i) the Grantor is the sole owner and is seized of the Easement Area in fee simple and has good right to grant and convey the aforesaid Restoration Easement; (ii) there is legal access to the Property and the Easement Area; (iii) the Easement Area is free and clear of any and all encumbrances, except those exceptions of record, none of which would nullify, impair or limit in any way the terms or effect of this Restoration Easement; (iv) Grantor will defend its title against the claims of all persons whomsoever, and (v) Grantor covenants that the Grantee, its successors and assigns, have the right to engage in the affirmative acts conveyed by this Restoration Easement, and to monitor and defend the terms of the aforesaid Restoration Easement.

ARTICLE VIII. MISCELLANEOUS

A. Subsequent Transfer of Fee. The Property owner may not convey the Property or any interest therein, and may not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Restoration Easement, the obligations of the Property owner, limitations on use of the Property, and affirmative rights of the Grantee hereunder. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Restoration Easement herein created. Grantor shall notify Grantee in writing of the name and address of any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made.

B. Transfer of the Restoration Easement. The Grantee has the right to transfer this Restoration Easement to a "qualified conservation organization" under Section 170(h) of the Code, only if (1) the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this easement, and (2) said transfer is approved by the State acting by and through the Fund or its successor agency. If the Grantee ever ceases to exist or no longer qualifies under Code Section 170 (h) or applicable state law, a court with jurisdiction will transfer this Restoration Easement to the State acting by and through the Fund or its successor agency, or another qualified organization having similar purposes that agrees to assume the responsibility.

C. Notices. Any notices required or given pursuant to this Restoration Easement will be sent by registered or certified mail, return receipt requested to the Parties at their addresses shown above or to other addresses as either Party establishes in writing upon notification to the other. All such notices will be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Restoration Easement require the consent of either Party, such consent will be requested by written notice. Such consent will be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval has been mailed to the Party requesting consent.

D. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Restoration Easement is not intended to impose any legal or other

responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Property.

E. Public Access. Unless otherwise specifically set forth in this Restoration Easement, nothing herein conveys to or establishes for the public a right of access over the Easement Area.

F. Recording. The Grantee will record this instrument and any amendment hereto in timely fashion in the official records of [REDACTED] County, North Carolina, and may re-record it at any time as may be required to preserve the Grantee's and the Grantor's rights.

G. Amendments to this Restoration Easement. Grantor and Grantee or their successors in interest in the Easement Area are free to jointly amend this Restoration Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Restoration Easement or affects the perpetual duration of this Restoration Easement. Such amendment(s) require the written consent of both the Grantor and the Grantee and will be effective upon recording in the public records of [REDACTED] County, North Carolina. The Parties acknowledge that they have no right to agree to any activity that would result in the termination of this Restoration Easement.

H. Entire Agreement. The Recitals set forth above and the exhibits attached hereto are incorporated herein by reference. This instrument, including the restoration work set forth in the Grant Contract that is incorporated herein by reference, sets forth the entire agreement of the Parties with respect to this Restoration Easement and the Restoration Project, and supersedes all prior discussions, negotiations, understandings or agreements relating to the Restoration Project.

I. Document Under Seal. The Parties hereto intend this document to be an instrument executed under seal. If any party is an individual, partnership, or limited liability company such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal.

J. Interpretation. This Restoration Easement will be construed and interpreted under the laws of the State, and any ambiguities herein will be resolved so as to give maximum effect to the purposes of this Restoration Easement as stated herein. Further, this Restoration Easement will be construed to promote the purposes of the Conservation Agreements Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, such conservation purposes as are defined in Section 170(h) (4) (A) of the Code and set forth in NCGS Chapter 113A, Article 18. If any provision of this Restoration Easement is found to be invalid, the remainder of the provisions of this Restoration Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

K. Parties. Every provision of this Restoration Easement that applies to the Grantors or to the Grantee likewise applies to their respective heirs, executors, administrators, successors, and assigns.

L. No Extinguishment through Merger. The Parties agree that the terms of this Restoration Easement survive any merger of the fee and easement interest in the Property and Easement Area. Further, the Parties agree that should Grantee, or any successor in interest to Grantee, acquire title to all or a portion of the fee interest in the Property subject to this Restoration Easement, (i) said owner will observe and be bound by the obligations and the restrictions imposed upon the Property by this Restoration Easement, and (ii) this Restoration Easement will not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement.

M. Subsequent Liens. No provisions of this Restoration Easement may be construed as impairing the ability of Grantors to use the Easement Area for collateral for borrowing purposes, provided that any mortgage or lien arising there from will be subordinated to this Restoration Easement.

N. Gender. The designations Grantor, Grantee, State and Fund, as used herein include the Parties, their heirs, administrators, successors and assigns, and include the singular, plural, masculine, feminine or neuter as the context may require.

O. Restrictions Considered Cumulative. The prohibitions and restrictions in this Restoration Easement will be considered cumulative and any prohibition and restriction which is interpreted to be more specific or more restrictive than another prohibition or restriction will not serve as a limitation on the meaning, interpretation or enforceability of the less specific or restrictive provision.

[SEE FOLLOWING PAGES FOR SIGNATURES AND NOTARY]

TO HAVE AND TO HOLD the said rights and easements perpetually unto the Grantee for the aforesaid purposes. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid are binding on representatives of the Grantor and the Grantor and their successors and assigns and will continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee, by authority duly given, have executed this Restoration Easement the day and year above written.

GRANTOR:

_____ (SEAL)

NORTH CAROLINA
_____ **COUNTY**

I certify that the following person(s) personally appeared before me this day, and:

- I have personal knowledge of the identity of the principal(s);
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal's photograph in the form of _____;
- A credible witness has sworn to the identity of the principal(s);

Each acknowledging to me that he/she **[if an individual] [or is the _____ of NAME OF GRANTOR]** and that by authority duly given and as the act of the corporation he/she] voluntarily executed the foregoing instrument for the purposes therein expressed and in the capacity indicated:
_____ **[names/capacities of principals]**.

Witness my hand and official stamp or seal, this ____ day of _____, 20__.

_____, Notary Public
Print Name: _____

My Commission Expires: _____

STAMP/SEAL

GRANTEE:

_____ (SEAL)

**NORTH CAROLINA
_____ COUNTY**

I certify that the following person(s) personally appeared before me this day, and:

- I have personal knowledge of the identity of the principal(s);
- I have seen satisfactory evidence of the principal’s identity, by a current state or federal identification and with the principal’s photograph in the form of _____;
- A credible witness has sworn to the identity of the principal(s);

Each acknowledging to me that he/she *[if an individual]* [or is the _____ of *[NAME OF GRANTEE, and state capacity such as a North Carolina municipal corporation]* and that by authority duly given and as the act of the corporation he/she] voluntarily executed the foregoing instrument for the purposes therein expressed and in the capacity indicated: _____ *[names/capacities of principals]*.

Witness my hand and official stamp or seal, this ____ day of _____, 20__.

_____, Notary Public
Print Name: _____

My Commission Expires: _____

STAMP/SEAL

APPROVED AS TO FORM:

CITY/COUNTY/TOWN ATTORNEY

ACCEPTED AS TO FORM:

NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND

BY: _____
RESTORATION/STORMWATER PROJECT MANAGER

[Attach appropriate exhibits such as:]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Describe the Property by reference to a recorded map (preferred), by metes and bounds, or by reference to prior recorded instruments. Use an exhibit if the Property is not described in the body of the document.]

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT AREA

[If the Easement Area is less than the Property (parent parcel), refer to a recorded map that describes the Easement Area in relation to the Property, and provide a copy of this map to CWMTF with a copy of the recorded easement. Alternatively, describe the Easement Area by metes and bounds.]

[If the Easement Area is less than the Property and has no independent road frontage, add the following to its legal description: “, together with the right of ingress, egress and regress over, upon and across the Property to and from the Easement Area.”]

**INFORMATION FOR USERS OF THIS CWMTF TEMPLATE FOR
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RESTORATION PURPOSES
("RESTORATION DECLARATION")**

Purpose:

This template is intended to help CWMTF grant recipients prepare declarations of covenants associated with CWMTF-funded stream and wetlands restoration construction. It also sets forth CWMTF's minimum requirements for restoration declarations.

Background:

CWMTF requires grant recipients to commit to certain restrictions on activities and land use in buffer areas along restored streams. These restrictions must be recorded in either a restoration easement or a restoration declaration. Restoration declarations provide local government units and municipal corporations the option of entering into a one-party commitment to restrictions instead of a two-party commitment via conservation easement. Restoration declarations may be used only by local governments and municipal corporations. CWMTF does not permit their use by private landowners.

All conditions in this template are mandatory for all restoration declarations associated with construction of restoration projects funded at least in part by CWMTF. Declarations need not conform to the exact format or wording of this template, but CWMTF expects all conditions given in this template to be addressed in recorded declarations. Exceptions must be approved in writing by CWMTF before a declaration is recorded. Also, CWMTF must sign for "Accepted as to Form" before a declaration is recorded. CWMTF encourages our grant recipients and their agents to confer with CWMTF staff before drafting a declaration.

Possible alternatives to this restoration easement template:

- CWMTF grant recipients may choose from a number of documents for restricting activities on project sites. Refer to [Conservation Documents Applicable to CWMTF-funded projects](#) for a list of documents and how each might apply to a given project.
- If the riparian buffer to be protected is on private property (i.e., not on property owned by, the State of North Carolina, a local government unit, or a municipal corporation), a [Deed of Restoration Easement](#) or (similar) must be used instead of a restoration easement.

- If property-owner commitment to land-use restrictions is required by a CWMTF grant contract, and funding for stream restoration is not yet available, a limited-term [Option Agreement for Restoration Easement](#) may be used to fulfill the grant contract requirement pending funding for construction. By a recorded option, the property owner commits to executing and recording a restoration easement if and when construction is funded.

Process for recording a restoration declaration:

CWMTF grant recipients should proceed as follows when preparing a restoration declaration:

- 1) Verify that a restoration declaration is appropriate for the type of project, property ownership, and commitment to maintain the riparian buffer.
- 2) Prepare a draft restoration declaration using this template (delete this “Information for Users”).
- 3) Review the draft restoration declaration with CWMTF’s Restoration/Stormwater Project Manager.
- 4) Obtain the following signatures on the final restoration declaration, notarized where appropriate: declarant and CWMTF.
- 5) Record the fully executed restoration declaration with the county register of deeds.
- 6) Send a copy of the recorded restoration declaration to CWMTF.

This template is not intended to provide technical or legal advice. Users of this template should confer with their own attorneys and other appropriate professionals in preparing and recording easement documents.

Per requirements of most county registers of deeds, please provide a top margin of at least three inches on the first page of this document.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESTORATION PURPOSES (“RESTORATION DECLARATION”)

[project name]
[property name]

Prepared by: _____
After Recording Return to: _____

NORTH CAROLINA _____ COUNTY
CWMTF Project No.: _____ PIN: _____

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESTORATION PURPOSES (“Restoration Declaration”) is made this _____ day of _____, 20____, by ***NAME, ADDRESS AND CAPACITY*** (the “Declarant”).

RECITALS AND CONSERVATION PURPOSES

A. The Declarant is a unit of local government and accepts responsibility for enforcing the terms of this Restoration Declaration and for upholding its conservation purposes forever.

B. The Declarant is the sole owner in fee simple of certain real property containing _____ acres more or less, located in _____ Township, _____ County, North Carolina, and more particularly described *[by metes and bounds on the attached Exhibit A which is incorporated by reference as if fully set forth herein, by lot and block – preferred – if there is a recorded map, or by reference to prior recorded instruments]* (hereinafter the “Property”).

C. The State of North Carolina (“State”) enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the “Conservation Agreements Act”), Chapter 121, Article 4 of the North Carolina General Statutes (“NCGS”), which provides for enforceability of restrictions, easements, covenants, or conditions “appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition”.

D. This Restoration Declaration is intended to be a “conservation agreement” and/or a “preservation agreement” as defined and contemplated in the Conservation Agreements Act.

E. The North Carolina Clean Water Management Trust Fund (the “Fund”), an independent agency of the State with its address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651, is authorized by NCGS Chapter 113A, Article 18, to provide funding for projects and to acquire land and interests in land for riparian buffers for the purposes of protecting surface waters and urban drinking water supplies.

F. The Declarant is party to an agreement with the Fund through which it has received a grant from the Fund, identified as Grant Contract no. [REDACTED] (the “Grant Contract”), entered into between the Declarant and the Fund effective [REDACTED], for improving water quality by restoring [REDACTED] Creek on or bordering the Property and restoring and/or protecting riparian buffers on the Property (the “Restoration Project”).

G. The Declarant and the Fund have determined that water quality will benefit by implementation of the Restoration Project and subsequent protection and maintenance of riparian resources and other natural values on the Property (the “Conservation Values”).

H. In order to protect and maintain the Conservation Values, the Declarant wishes to restrict and limit in perpetuity activities on and uses of the Property that could conflict with the Conservation Values, such restrictions and limitations applying only to that portion of the Property shown on the map of survey dated [REDACTED] entitled “[REDACTED]” (the “Protection Area”), attached hereto as *[or, as described in]* Exhibit A and hereby made a part of this document, to the terms, conditions and purposes hereinafter set forth.

[If the Protection Area is less than the Property, the Protection Area must be described separately. Otherwise, the Property and the Protection Area are one and the same. If the Protection Area is less than the Property and has no road frontage, the restoration declaration must include a right of access across the Property: e.g., “The Protection Area is described in the attached Exhibit B, incorporated by reference as if fully set forth herein, and is conveyed together with the right of ingress, egress, and regress over, upon, and across the Property to and from the Protection Area.”]

NOW, THEREFORE, the Declarant hereby unconditionally and irrevocably declares that the Protection Area will be held and subject to the following restrictions, covenants and conditions as set out herein, to run with the subject real property and be binding on all parties that have or may have any right, title, or interest in said property.

ARTICLE I. DURATION OF RESTORATION DECLARATION

The covenants, conditions, and restrictions contained in this Restoration Declaration are permanent and perpetual, run with the land, and are be binding on the Declarant and its successors and assigns as owner of the Property and on all those claiming by, through, or under each such owner, in perpetuity.

ARTICLE II. ACTIVITIES AND USES EXPRESSLY RESTRICTED OR PROHIBITED AND EXCEPTIONS THERETO

A. Prohibited Activities and Uses. The Protection Area will be maintained in a manner and will not be developed or used in any manner that would impair or interfere with the purposes of this Restoration Declaration. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly identified herein as exceptions:

(1) Industrial, Residential and Commercial Uses. Industrial, residential and commercial activities and the rights of passage for such purposes.

(2) Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations.

(3) New Construction. Buildings, facilities, mobile homes, antennas, utility poles, towers, and other structures.

(4) Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material.

(5) Mitigation. Neither the Protection Area nor any portion thereof may be used to satisfy compensatory mitigation requirements under 33 USC Section 1344 or NCGS §143-214.11 or any successor or replacement provision of the foregoing.

(6) Open Space Requirements. The Protection Area may not be used to satisfy open space requirements of any cluster or other development scheme.

(7) Development Rights. All development rights are extinguished from the Protection Area and may not be transferred to any other lands pursuant to a transfer of development rights scheme or cluster development arrangement or otherwise.

B. Activities and Uses Restricted in the Easement Area. Without limiting the generality of the foregoing, the following activities and uses are expressly restricted, except as expressly identified herein as exceptions:

(1) Cutting of Vegetation. Except as related to removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Protection Area to persons or natural habitat or as necessitated by the activities described in Article III, above, all cutting, removal, mowing, harming, or destruction of any trees and vegetation on the

Protection Area is prohibited. *[Subject to the prior written approval of the Fund, this section may contain additional language regarding vegetation management if a project is located in a setting where a more manicured look is warranted such as a golf course or public park.]*

(2) Stream Crossings and Roads. New stream crossings for livestock and access to adjacent property are prohibited, with the understanding that any crossing may not impede flow of water or aquatic life. Existing roads, trails, or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

(3) Signs. Signs are prohibited, except interpretive signs describing activities and the purpose and function of the Protection Area, signs identifying the owner of the Property, signs giving directions, and signs prescribing rules and regulations for the use of the Protection Area.

(4) Grading, Mineral Use, Excavation, Dredging. Grading, filling, excavation, dredging, mining, drilling, and removal of topsoil, sand, gravel, rock, peat, minerals, and other materials are prohibited, except as necessitated by activities described in Article III.

(5) Water Quality and Drainage Patterns. Except as necessitated by activities described in Article III, diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water; altering or tampering with water control structures or devices; disruption or alteration of the restored, enhanced, or created drainage patterns; and removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides are prohibited.

(6) Subdivision and Conveyance. The Protection Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

ARTICLE III. ACTIVITIES AND USES EXPRESSLY ALLOWED

Any activity on or use of the Protection Area not consistent with the purposes of this Restoration Declaration or that could interfere with maintenance of the Protection Area in its natural or restored condition is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly allowed on the Protection Area:

A. Passive Recreational Uses. The Declarant may engage in undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Protection Area for the purposes thereof. Motorized vehicles may be used on trails, paths, and roads existing on the date hereof and only for managing, maintaining, and stewarding the Protection Area.

B. Educational Uses. The Declarant may engage in and permit others to engage in educational uses on the Protection Area consistent with this Restoration Declaration and the right of access to the Protection Area for such purposes, including organized educational activities such as site visits and observations. Educational uses of the Protection Area may not alter vegetation, hydrology, or topography.

C. Restoration. The Declarant and its representatives may engage in the Restoration Project. All activity associated with the Restoration Project will be conducted according to the requirements hereof and those incorporated herein from the Grant Contract and pursuant to all applicable laws, rules, regulations, and permits.

ARTICLE IV. RIGHT OF ENFORCEMENT IN STATE

In the event that the Declarant fails to comply with the terms of this Restoration Declaration, pursuant to the terms of the Grant Contract between the Declarant and the State acting by and through the Fund, the State has the independent right to enforce the terms of this Restoration Declaration through any and all authorities available under State law. Any forbearance by the State to exercise this right of enforcement may not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restoration Declaration. The State and its agents and employees have such right of entry and access to the Protection Area as may be necessary to carry out the rights of enforcement set forth herein.

ARTICLE V. DECLARANT'S WARRANTY OF TITLE

The Declarant covenants, represents, and warrants that (i) the Declarant is the sole owner and is seized of the Protection Area in fee simple and has good right to grant and convey the aforesaid Restoration Declaration; (ii) there is legal access to the Property and the Protection Area; (iii) the Protection Area is free and clear of any and all encumbrances, except those exceptions of record, none of which would nullify, impair or limit in any way the terms or effect of this Restoration Declaration; and (iv) the Declarant will defend its title against the claims of all persons whomsoever.

ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Protection Area. Pursuant to the terms of the Grant Contract, the Declarant hereby covenants and agrees that it will monitor and observe the Protection Area in perpetuity to assure compliance with the purposes and provisions of this Restoration Declaration and the provisions of the Grant Contract.

B. Subsequent Transfer of Fee. The Declarant may not convey the Property or any interest therein and may not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Restoration Declaration, the obligations of an owner of the Property, and limitations on use of the Property hereunder. The Declarant further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Restoration Declaration herein created.

C. Transfer of the Restoration Declaration. The Declarant has have the right to transfer this Restoration Declaration to a "qualified conservation organization" under Section 170(h) of the Code, only if the agency or organization expressly agrees to assume the

responsibility imposed on the Grantee by this declaration and if said transfer is approved by the State acting by and through the Fund or its successor agency.

D. Amendments. The Declarant or its successors in interest in the Protection Area is free to amend this Restoration Declaration to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Restoration Declaration or affects the perpetual duration of this Restoration Declaration. Such amendment(s) require the written consent of both the Declarant and the Fund and will be effective upon recording in the public records of [REDACTED] County, North Carolina. The Declarant acknowledges that it has no right to agree to any activity that would result in the termination of this Restoration Declaration.

E. Interpretation. This Restoration Declaration will be construed and interpreted under the laws of the State, and any ambiguities herein will be resolved so as to give maximum effect to the purposes of this Restoration Declaration as stated herein. Further, this Restoration Declaration will be construed to promote the purposes of the Conservation Agreements Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, such conservation purposes as are defined in Section 170(h) (4) (A) of the Code and set forth in NCGS Chapter 113A, Article 18. If any provision of this Restoration Declaration is found to be invalid, the remainder of the provisions of this Restoration Declaration, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

[SEE FOLLOWING PAGES FOR SIGNATURES AND NOTARY]

IN WITNESS WHEREOF, Declarant, by authority duly given, has hereunto caused these presents to be executed by its respective officers and its seal affixed, to be effective the day and year first above written.

DECLARANT:

[name of organization]

By: _____(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name of Signatory

Date _____

Official Signature of Notary

Notary's printed or typed name

(Official Seal) My commission expires: _____

APPROVED AS TO FORM:

CITY/COUNTY/TOWN ATTORNEY

**ACCEPTED AS TO FORM:
NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND**

BY: _____
RESTORATION/STORMWATER PROJECT MANAGER

[Attach appropriate exhibits such as:]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Describe the Property by reference to a recorded map (preferred), by metes and bounds, or by reference to prior recorded instruments. Use an exhibit if the Property is not described in the body of the document.]

EXHIBIT B

LEGAL DESCRIPTION OF THE PROTECTION AREA

[If the Protection Area is less than the Property, refer to a recorded map that describes the Protection Area in relation to the Property, and provide a copy of this map to CWMTF with a copy of the recorded restoration declaration. Alternatively, describe the Protection Area by metes and bounds.]

[If the Protection Area is less than the Property and has no independent road frontage, add the following to its legal description: “, together with the right of ingress, egress and regress over, upon and across the Property to and from the Protection Area.”]



Original application
**Clean Water Management
 Trust Fund Project Budget**



Mandatory fields are denoted by *

Program	2017_RESTORATION		
Program Description	2017 Restoration Application		
Applicant Name	WATAUGA COUNTY		
Applicant Address	331 QUEEN STREET SUITE A BOONE, NC 28607		
Applicant Phone		Applicant Fax	
Contact Name	Derek Goddard		
Contact Address			
Contact Phone	+1 (336) 844-4088	Contact Fax	
Fed Tax ID No	56-6001816	DUNS #	0
Project ID			
Project Title *	WATAUGA COUNTY - BROOKSHIRE PARK - STREAM & WETLAND RESTORATION		
Expected Project Duration (Months) *	24	County *	WATAUGA
Project Summary			
Award Amount			

Requested CWMTF Funds	Matching Funds	Total Cost
\$452,500.00	\$398,018.00	\$850,518.00

	Item	Requested CWMTF Funds	Matching Funds	Total Cost
D041	D041 - Design	\$125,000.00	\$10,000.00	\$135,000.00
D042	D042 - Permitting	\$25,000.00	\$500.00	\$25,500.00
D043	D043 - Value of Easements to be donated	\$0.00	\$229,518.00	\$229,518.00
D044	D044 - Property or Easement Acquisition	\$0.00	\$0.00	\$0.00
D045	D045 - Easement Prep & Recordation	\$0.00	\$2,500.00	\$2,500.00
D046	D046 - Construction ?	\$300,000.00	\$0.00	\$300,000.00
D047	D047 - Construction Admin/Observation	\$2,500.00	\$2,500.00	\$5,000.00
D048	D048 - Construction Contingency	\$0.00	\$0.00	\$0.00
D049	D049 - Project Administration	\$0.00	\$3,000.00	\$3,000.00
D014	D014 - Addnl. Expense	Credit for NCDWR Funded Existing Greenway	\$0.00	\$150,000.00
D015	D015 - Addnl. Expense		\$0.00	\$0.00
D016	D016 - Addnl. Expense		\$0.00	\$0.00
Total		\$452,500.00	\$398,018.00	\$850,518.00

Matching Resources Table

Add Row

Sources of Matching Funds - Name of organization providing matching funds, donated easements, etc.	Origin of Matching Funds (e.g Federal, State, etc.)	Matching Funds Applied to	Amount	Funds Committed as of Application	
Watauga County	Donated easements	D043	\$229,518.00	Yes	X
Watauga County	Local government in-kind services	DO49 DO 45	\$5,500.00	Yes	X
NCDWR- WRDG PROGRAM	State program/funding	DO14	\$150,000.00	Yes	X
BREC	Private funds	DO47 DO41 DO42	\$13,000.00	Yes	X
Total Matching Funds			\$398,018.00		

Schedule of Properties for Legal Protection of Riparian Buffers

Add Row

No	Property Owner	PIN	Stream Right			Stream Left			Status	
			Approx. Stream Frontage (LF)	Approx. Easement Width (feet)	Approx. Easement area (Acres)	Approx. Stream Frontage (LF)	Approx. Easement Width (feet)	Approx. Easement area (Acres)		
1	WATAUGA COUNTY	2921029838000	2,000	100	4.59	2,000	100	4.59	Verbal Agreement	X
Totals			2,000		4.59	2,000		4.59		
Average Protected Buffer Widths				100			100			

Basis of Claim of Value of Conservation Easements

Add Row

Owner Name	PIN	Parcel Address	Parent Parcel			Easement Areas			Information Sources and Comments	
			Deed Book / Page	Tax Card Land Value	Acreage	Tax Card Land Value Per Acre	Acreage	Tax Card Land Value		
WATAUGA COUNTY	2921029838000	Brookshire Road Boone, NC	1134/004	509,400	40.75	12,501	18.36	229,518	Tax Card- Purchase Price was \$2,000,000	X

The information provided in the Project Budget form and the attached, signed Grant Application is true, accurate and complete to the best of my knowledge.

Name: _____ Date: _____

CHECK

SAVE

SUBMIT



Proposed revised application
**Clean Water Management
 Trust Fund Project Budget**

060617 BCC Meeting



Mandatory fields are denoted by *

Program	2017_RESTORATION		
Program Description	2017 Restoration Application		
Applicant Name	WATAUGA COUNTY		
Applicant Address	331 QUEEN STREET SUITE A BOONE, NC 28607		
Applicant Phone		Applicant Fax	
Contact Name	Derek Goddard		
Contact Address	,		
Contact Phone	+1 (336) 844-4088	Contact Fax	
Fed Tax ID No	56-6001816	DUNS #	0
Project ID	2017-425		
Project Title *	2017-425 Watauga County, Brookshire Park		
Expected Project Duration (Months) *	24	County *	WATAUGA
Project Summary			
Award Amount			

Requested CWMTF Funds	Matching Funds	Total Cost
\$425,000.00	\$339,523.19	\$764,523.19

	Item	Requested CWMTF Funds	Matching Funds	Total Cost
D041	D041 - Design	\$100,000.00	\$35,000.00	\$135,000.00
D042	D042 - Permitting	\$25,000.00	\$500.00	\$25,500.00
D043	D043 - Value of Easements to be donated	\$0.00	\$289,023.19	\$289,023.19
D044	D044 - Property or Easement Acquisition	\$0.00	\$0.00	\$0.00
D045	D045 - Easement Prep & Recordation	\$0.00	\$5,000.00	\$5,000.00
D046	D046 - Construction ?	\$300,000.00	\$0.00	\$300,000.00
D047	D047 - Construction Admin/Observation	\$0.00	\$5,000.00	\$5,000.00
D048	D048 - Construction Contingency	\$0.00	\$0.00	\$0.00
D049	D049 - Project Administration	\$0.00	\$5,000.00	\$5,000.00
D014	D014 - Addnl. Expense	\$0.00	\$0.00	\$0.00
D015	D015 - Addnl. Expense	\$0.00	\$0.00	\$0.00
D016	D016 - Addnl. Expense	\$0.00	\$0.00	\$0.00
	Total	\$425,000.00	\$339,523.19	\$764,523.19

Matching Resources Table

Sources of Matching Funds - Name of organization providing matching funds, donated easements, etc.	Origin of Matching Funds (e.g Federal, State, etc.)	Matching Funds Applied to	Amount	Funds Committed as of Application	
Watauga County	Donated easements	D043	\$289,023.19	Yes	X
Watauga County	Local government in-kind services	DO49 DO 45	\$5,500.00	Yes	X
BREC	Private Funds	D047 D041 D042 D014	\$59,500.00	Yes	X
					X
		Total Matching Funds	\$354,023.19		

Schedule of Properties for Legal Protection of Riparian Buffers

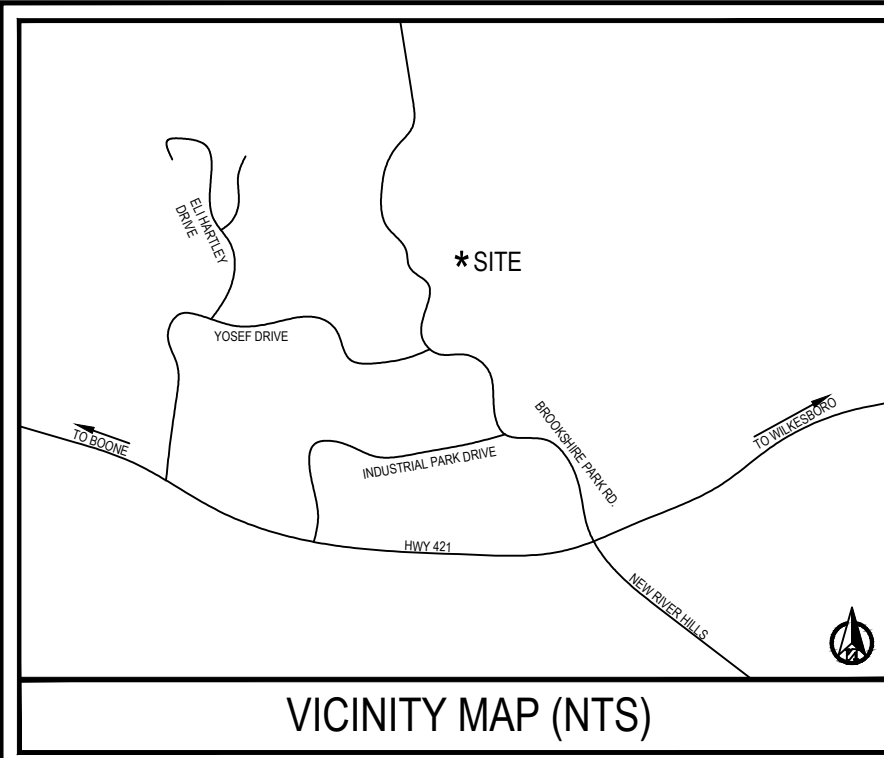
No.	Property Owner	PIN	Stream Right			Stream Left			Status	
			Approx. Stream Frontage (LF)	Approx. Easement Width (feet)	Approx. Easement area (Acres)	Approx. Stream Frontage (LF)	Approx. Easement Width (feet)	Approx. Easement area (Acres)		
1	WATAUGA COUNTY	2921029838000	2,000	300	11.56	2,000	300	11.56	Signed Agreement	X
Totals			2,000		11.56	2,000		11.56		
Average Protected Buffer Widths				300			300			

Basis of Claim of Value of Conservation Easements

Owner Name	PIN	Parcel Address	Parent Parcel			Easement Areas			Information Sources and Comments	
			Deed Book / Page	Tax Card Land Value	Acreage	Tax Card Land Value Per Acre	Acreage	Tax Card Land Value		
WATAUGA COUNTY	2921029838000	Brookshire Road Boone, NC	1134/004	604,908	48.39	15,699.25	18.41	289,023.19	Tax Card- Purchase Price was \$2,000,000	X

The information provided in the Project Budget form and the attached, signed Grant Application is true, accurate and complete to the best of my knowledge.

Name: Derek Goddard Date: 05/18/2017



SITE #3
 OWNER: WATAUGA COUNTY
 814 WEST KING STREET
 BOONE, NC 28607
 PIN: 2921-02-9838-000
 DEED BK/PG: 1134/004
 ACREAGE: 40.75

SITE #2
 OWNER: WATAUGA COUNTY
 814 WEST KING STREET
 BOONE, NC 28607
 PIN: 2921-02-9838-000
 DEED BK/PG: 1134/015
 ACREAGE: 32.62

SITE #1
 OWNER: WATAUGA COUNTY
 814 WEST KING STREET
 BOONE, NC 28607
 PIN: 2921-00-6676-000
 DEED BK/PG: 729/445
 ACREAGE: 7.64

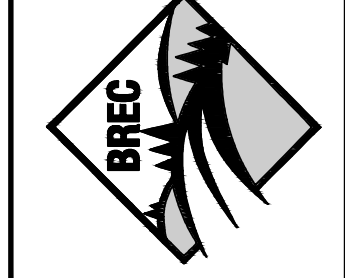


PROJECT MAP

DATE	REVISIONS

PRELIMINARY

BLUE RIDGE ENVIRONMENTAL CONSULTANTS, P.A.
 ENGINEERING / PLANNING / ENVIRONMENTAL
 NOBELS ENGINEERING FIRM #C-3448
 1306 SOUTH COLLEGGATE DRIVE
 WILKESBORO, NC 28697
 336.844.4008
 http://brcec.biz

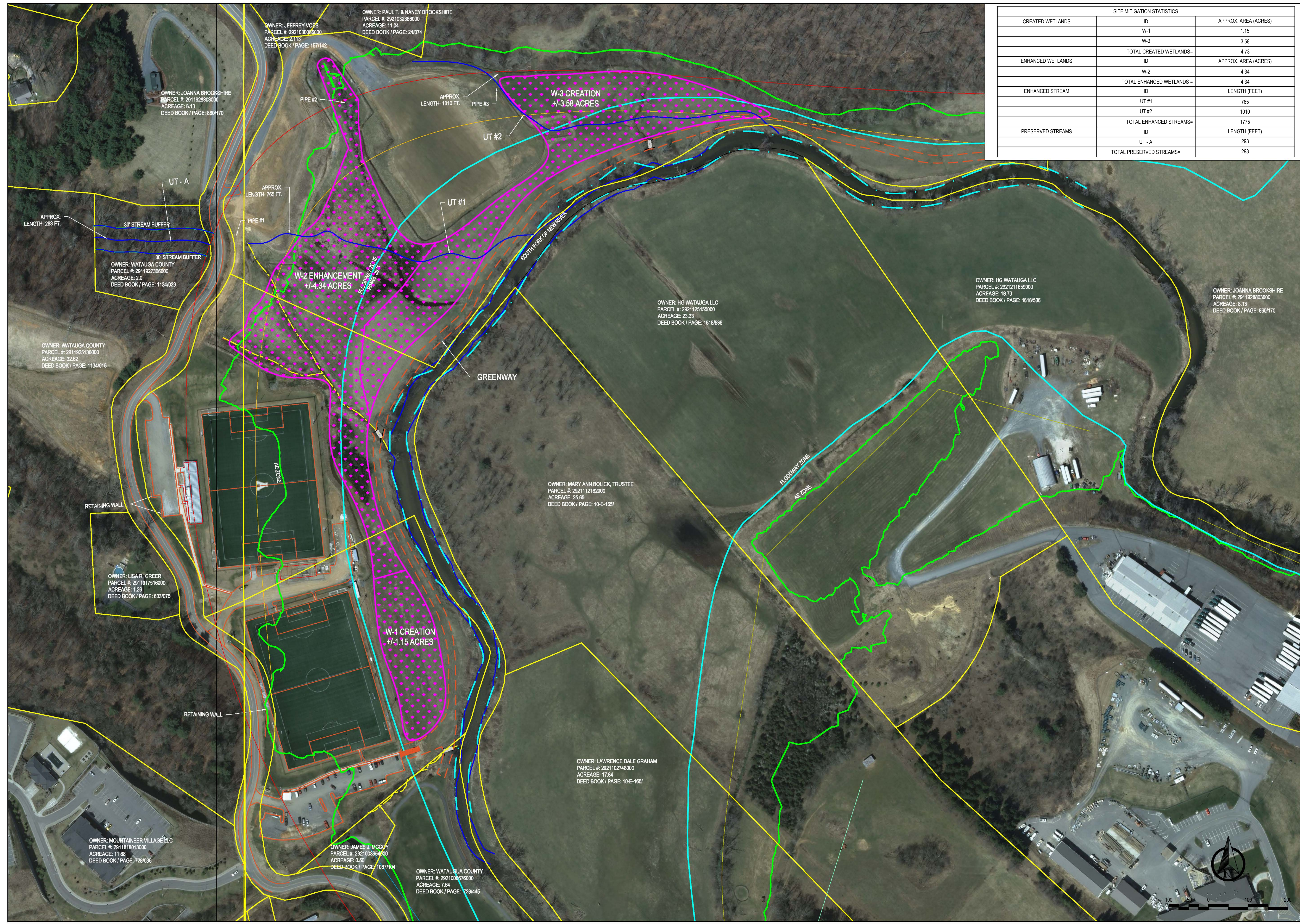


PREPARED FOR:
 WATAUGA COUNTY
 814 WEST KING STREET
 BOONE, NC 28607

DATE:	05/18/2017
PROJECT NUMBER:	0980032017
DRAWN BY:	V. WILKS
APPROVED BY:	J. CHURCH
SCALE:	1" = 150' (H) (2)
SHEET:	C100

DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET

PRELIMINARY - NOT RELEASED FOR CONSTRUCTION



SITE MITIGATION STATISTICS		
CREATED WETLANDS	ID	APPROX. AREA (ACRES)
	W-1	1.15
	W-3	3.58
TOTAL CREATED WETLANDS=		4.73
ENHANCED WETLANDS	ID	APPROX. AREA (ACRES)
	W-2	4.34
	TOTAL ENHANCED WETLANDS =	
ENHANCED STREAM	ID	LENGTH (FEET)
	UT #1	765
	UT #2	1010
TOTAL ENHANCED STREAMS=		1775
PRESERVED STREAMS	ID	LENGTH (FEET)
	UT - A	293
	TOTAL PRESERVED STREAMS=	

688617.006.Mxd

AERIAL PLAN

REVISIONS:

DATE:	
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PRELIMINARY

BLUE RIDGE ENVIRONMENTAL CONSULTANTS, P.A.
ENGINEERING / PLANNING / ENVIRONMENTAL

NOBELS ENGINEERING FIRM #C-3448
1305 SOUTH COLLEGE DRIVE
WILKESBORO, NC 28687
336.844.4088
http://brnc.biz

BREC

BROOKSHIRE PARK

PREPARED FOR:
WATAUGA COUNTY
300 WEST STREET - SUITE A
BOONE, NC 28607

DATE: 05/22/2014

PROJECT NUMBER: 0800012012

DRAWN BY: J. SANDERS

APPROVED BY: J. CHURCH

SCALE: 1" = 100' (H)
(V)

SHEET: C1

PRELIMINARY - NOT RELEASED FOR CONSTRUCTION

DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET

AGENDA ITEM 10:**ADOPTION OF THE FISCAL YEAR 2018 BUDGET ORDINANCE****MANAGER'S COMMENTS:**

The Fiscal Year 2018 Budget Ordinance is presented for adoption. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

Budget Change Summary			
General Fund			
	Revenues	Expenditures	
5/4/2017		(1,225)	Remove 3% from BCC cola
		777	Children's Playhouse from \$1,223 to \$2,000
		500	Children's Council from \$1,500 to \$2,000
		(52)	General Admin, Misc Expense reduced from \$39,777 to \$39,725
	3,523,475		Ad Valorem Taxes Revenues increased by 4 cent from .313 to .353 cent per \$100 of value
		1,500,000	Transfer to CIP increased for School Long Term CIP
		2,023,475	Transfer to CIP increased for County Community Recreation Facilities
5/8/2017		8,000	Community Care Clinic from \$17,000 to \$25,000
		500	Children's Playhouse from \$2,000 to \$2,500
		500	Children's Council from \$2,000 to \$2,500
		(3,000)	Retiree Health Insurance from \$200,000 to \$197,000
		(2,000)	Unemployment Contributions from \$15,000 to \$13,000
		(2,000)	General Liability and Property Insurance from \$200,000 to \$198,000
		(2,000)	General Admin, Misc Expense reduced from \$39,725 to \$37,725
net change	\$ 3,523,475	\$ 3,523,475	Overall Budget Increase
CIP Fund			
5/4/2017	3,523,475		Transfer from General Fund
		1,500,000	School Long Term CIP
		2,023,475	County Community Recreation Facilities
net change	\$ 3,523,475	\$ 3,523,475	Overall Budget Increase

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

Board action is requested.

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

BE IT ORDAINED by the Board of Commissioners of Watauga County, North Carolina, meeting in regular session this 6th day of June, 2017, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

SECTION I

GENERAL FUND

A. Revenues Anticipated:

<u>SOURCE</u>	<u>AMOUNT</u>
Ad Valorem Taxes	\$31,548,475
Local Option Sales Taxes	\$11,900,000
Other Taxes	\$795,000
Intergovernmental Revenues	\$4,318,860
Recreation Programs	\$310,000
Project on Aging Other Revenues	\$34,250
Permits and Fees	\$645,000
Sales and Services	\$815,135
Miscellaneous Revenues	\$410,535
Appropriations of Fund Balance	
Register of Deeds Automation and Enhancement Fund	\$65,640
Total Revenues - General Fund	<u><u>\$50,842,895</u></u>

B. Expenditures Authorized:

General Government	Governing Body	\$62,085
	Administration	\$371,040
	Finance	\$406,665
	Tax Administration	\$1,133,510
	Tax Revaluation	\$45,000
	License Plate Agency	\$196,025
	Legal Services	\$75,000
	Court Facilities	\$2,900
	Elections	\$362,445
	Register of Deeds	\$516,205
	General Administration	\$1,735,325
	Information Technology	\$819,520
	Maintenance	\$1,233,680
	Public Buildings	\$1,325,865
	Total	<u><u>\$8,285,265</u></u>
Public Safety	Sheriff	\$3,897,725
	Detention Center	\$2,160,180
	Emergency Services	\$885,880
	Emergency Management/Fire Protection	\$1,539,610
	Planning and Inspections	\$662,540
	Emergency Medical Services	\$1,433,500
	Animal Care and Control	\$160,220
	Forestry	\$45,290
	Total	<u><u>\$10,784,945</u></u>
Environmental Protection	Cooperative Extension Service	\$247,460
	Soil and Water Conservation	\$116,320
	Total	<u><u>\$363,780</u></u>
Transportation	Transportation	\$67,495
	Total	<u><u>\$67,495</u></u>
Economic/Physical Development	Economic Development Commission	\$69,600
	Special Appropriations	\$442,035
	Total	<u><u>\$511,635</u></u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

Human Services	Public Health	\$614,490
	Mental Health	\$171,195
	Project on Aging	\$1,286,245
	Veteran's Service	\$115,190
	Total	\$2,187,120
Education	Watauga County Board of Education	\$13,922,610
	Caldwell Community College & Technical Institute	\$924,895
	Total	\$14,847,505
Cultural and Recreational	Library	\$557,160
	Recreation	\$1,035,605
	Total	\$1,592,765
Transfers to Other Funds	Transfer to Public Assistance Fund	\$1,473,285
	Transfer to Capital Projects Fund	\$4,923,475
	Transfer to Debt Service Fund	\$5,805,625
	Total	\$12,202,385
Total Expenditures - General Fund		\$50,842,895

SECTION II**PUBLIC ASSISTANCE FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Federal and State Allocations	\$4,090,740
Miscellaneous Revenue	\$21,200
Transfer from General Fund	\$1,473,285
Fund Balance Appropriation	\$325,000

Total Revenues - Public Assistance Fund \$5,910,225

B. Expenditures Authorized:

Administration	\$3,214,940
Child Support Enforcement Programs	\$198,750
	\$2,496,535

Total Expenditures - Public Assistance Fund \$5,910,225

SECTION III**CAPITAL PROJECTS FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Transfer from General Fund	\$4,923,475
----------------------------	-------------

Total Revenues - Capital Projects Fund \$4,923,475

B. Expenditures Authorized:

Watauga County Schools CIPs	\$2,000,000
County CIP	\$2,923,475

Total Expenditures - Capital Projects Fund \$4,923,475

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18

SECTION IV**FEDERAL EQUITABLE SHARING FUND (SHERIFF'S OFFICE)**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Fund Balance Appropriation	\$6,250
	Total Revenues - Federal Equitable Sharing Fund	<u><u>\$6,250</u></u>
<i>B. Expenditures Authorized:</i>	Operations	\$6,250
	Total Expenditures - Federal Equitable Sharing Fund	<u><u>\$6,250</u></u>

SECTION V**STATE SUBSTANCE ABUSE TAX FUND (SHERIFF'S OFFICE)**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Controlled Substance Tax	\$25,000
	Fund Balance Appropriated	\$6,200
	Total Revenues - State Substance Abuse Tax Fund	<u><u>\$31,200</u></u>
<i>B. Expenditures Authorized:</i>	Operations	\$25,000
	Capital Outlay	\$6,200
	Total Expenditures - State Substance Abuse Tax Fund	<u><u>\$31,200</u></u>

SECTION VI**EMERGENCY TELEPHONE SURCHARGE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Emergency Telephone Surcharge	\$369,150
	Total Revenues - Emergency Telephone Surcharge Fund	<u><u>\$369,150</u></u>
<i>B. Expenditures Authorized:</i>	Implemental Functions	\$77,585
	Software	\$87,125
	Employee Training	\$10,925
	Telephone	\$93,300
	Hardware	\$95,215
	Furniture	\$5,000
	Total Expenditures - Emergency Telephone Surcharge Fund	<u><u>\$369,150</u></u>

SECTION VII**RURAL FIRE SERVICE DISTRICT FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Beech Mtn Rural Fire Service District	\$1,720
	Boone Rural Fire Service District	\$938,890
	Cove Creek Rural Fire Service District	\$325
	Foscoe Rural Fire Service District	\$72,705
	Shawneehaw Rural Fire Service District	\$6,920
	Total Revenues - Rural Fire Service Districts Fund	<u><u>\$1,020,560</u></u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

B. Expenditures Authorized:	Beech Mtn Rural Fire Service District	\$1,720
	Boone Rural Fire Service District	\$938,890
	Cove Creek Rural Fire Service District	\$325
	Foscoe Rural Fire Service District	\$72,705
	Shawneehaw Rural Fire Service District	\$6,920
	Total Expenditures - Rural Fire Service Districts Fund	<u>\$1,020,560</u>

SECTION VIII**FIRE TAX DISTRICTS FUND**

A. Revenues Anticipated:

<u>SOURCE</u>		<u>AMOUNT</u>
Beaver Dam Fire Department		\$111,650
Blowing Rock Fire District		\$492,875
Cove Creek Fire District		\$259,220
Creston Fire Department		\$6,910
Deep Gap Fire District		\$203,795
Fall Creek Fire Department		\$10,395
Foscoe Fire District		\$478,945
Meat Camp Fire Department		\$220,420
Shawneehaw Fire District		\$99,520
Stewart Simmons Fire District		\$210,445
Todd Fire District		\$66,380
Zionville Fire District		\$121,090
	Total Revenues - Fire Districts Fund	<u>\$2,281,645</u>

B. Expenditures Authorized:

Beaver Dam Fire Department		\$111,650
Blowing Rock Fire District		\$492,875
Cove Creek Fire District		\$259,220
Creston Fire Department		\$6,910
Deep Gap Fire District		\$203,795
Fall Creek Fire Department		\$10,395
Foscoe Fire District		\$478,945
Meat Camp Fire Department		\$220,420
Shawneehaw Fire District		\$99,520
Stewart Simmons Fire District		\$210,445
Todd Fire District		\$66,380
Zionville Fire District		\$121,090
	Total Expenditures - Fire Districts Fund	<u>\$2,281,645</u>

SECTION IX**OCCUPANCY TAX FUND**

A. Revenues Anticipated:

<u>SOURCE</u>		<u>AMOUNT</u>
Occupancy Tax		\$1,400,000
	Total Revenues - Occupancy Tax Fund	<u>\$1,400,000</u>

B. Expenditures Authorized:

Tax Collection Fees		\$24,000
Watauga District U TDA		\$1,376,000
	Total Expenditures - Occupancy Tax Fund	<u>\$1,400,000</u>

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

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

SECTION X

DEBT SERVICE

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Federal Interest Credit on QSCB Loan	\$20,880
	Transfer from General Fund	\$5,805,625
	Total Revenues - Debt Service Fund	<u><u>\$5,826,505</u></u>
<i>B. Expenditures Authorized:</i>	Debt Service-Education	\$5,202,104
	Debt Service-Other	\$624,401
	Total Expenditures - Debt Service Fund	<u><u>\$5,826,505</u></u>

SECTION XI

SOLID WASTE ENTERPRISE FUND

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Intergovernmental Revenues	\$112,000
	Charges for Services	\$4,604,845
	Miscellaneous Revenues	\$21,200
	Total Revenues - Solid Waste Enterprise Fund	<u><u>\$4,738,045</u></u>
<i>B. Expenditures Authorized:</i>	Sanitation Department	\$4,456,160
	Recycling	\$281,885
	Total Expenditures - Solid Waste Enterprise Fund	<u><u>\$4,738,045</u></u>

SECTION XII

COUNTY TAX RATE ESTABLISHED

An ad valorem tax rate of \$0.353 per \$100 at full valuation is hereby established as the official tax rate for Watauga County for the fiscal year 2017/18. This rate is based on a total base valuation of \$8,987,935,795.

SECTION XIII

COUNTY FIRE DISTRICT TAX RATES ESTABLISHED

Ad valorem tax rates as listed below per \$100 at full valuation is hereby established as the official tax rates for Watauga County Fire Protection Districts for the fiscal year 2017/18. This rate is based on the estimated taxable property situated in each district.

<u>Fire District</u>	<u>Property Values</u>	<u>Tax Rate Per \$100 of Value</u>
Beech Mountain Rural	\$3,094,660	\$ 0.05
Blowing Rock Rural	\$933,858,440	\$ 0.05
Boone Rural	\$1,520,031,333	\$ 0.06
Cove Creek	\$488,675,780	\$ 0.05
Cove Creek Special	\$648,300	\$ 0.05
Deep Gap	\$389,240,940	\$ 0.05
Foscoe	\$932,627,380	\$ 0.05
Foscoe Special	\$140,899,200	\$ 0.05
Meat Camp	\$440,283,540	\$ 0.05
Northwest Watauga	\$233,411,660	\$ 0.05
Shawneehaw	\$194,122,360	\$ 0.05
Shawneehaw Special	\$13,228,660	\$ 0.05
Stewart Simmons	\$244,889,520	\$ 0.085
Todd	\$91,090,358	\$ 0.07
Zionville	\$232,234,080	\$ 0.05

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

SECTION XIV**SOLID WASTE FEES ESTABLISHED**

Commercial and Other Non-Residential Tipping Fees (includes scrap metal and demolitions)	\$53.00 per ton
Tipping amounts less than one ton will be charged a prorated portion of the fee	
Solid Waste Fee (per residence County-wide)	\$80.00 per year
Brush/Stump tipping fee	\$42.00 per ton
Tire trailer rental	\$150.00 per trailer

SECTION XV**PLANNING, INSPECTIONS FEES ESTABLISHED**

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

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

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

Insecticide fogging or fumigation

\$25.00

Explosive Materials/Blasting Permits:

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

Special Assembly:

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

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

Bureau inspection and Approval	\$25.00
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Fire Report Copies

\$2.00

Existing Systems Tests:

Sprinkler Certification Test	\$25.00
Fire Alarm Testing	\$25.00
Standpipe Certification Test	\$25.00
Grease Removal Test	\$25.00
Fixed Fire Suppression Test	\$25.00
Day Care Inspection	\$25.00
Residential Custodial Care and Nursing Homes	\$25.00
Certification of Occupancy	\$25.00

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2017/18**

Underground Storage Tanks:

Removal (per tank)	\$30.00
New Installations (per tank)	\$50.00
Hydrant Installations - private contractors only	\$30.00
New Sprinkler Systems	0.05 per square foot
Sprinkler Renovations	\$50.00
Standpipes	\$30.00
New Alarm Systems	\$35.00
Alarm System Renovations	\$50.00
Fixed Fire Suppression Systems	\$35.00
Renovations to the Systems	\$25.00
Fire Marshall Fire Reports	\$5.00

SECTION XVII**BUDGET OFFICER**

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

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

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

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

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

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

This Ordinance shall be the basis of the financial plan for the Watauga County Government during the 2017/18 fiscal year. The Budget Officer shall administer the budget and he shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Director shall establish and maintain records consistent with this ordinance and the appropriate statutes of the State of North Carolina.

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

John Welch, Chairman

ATTEST:

Anita Fogle, Clerk to the Board

(SEAL)

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution In Support of Independent Redistricting Reform

MANAGER'S COMMENTS:

Per commissioner request, a resolution in support of independent redistricting reform is included. Representative Jonathan C. Jordan is a sponsor of the bill. The bill calls for an independent redistricting process that includes diversity, along with partisan balance and geography in all future districts.

Board direction is requested.

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

RESOLUTION IN SUPPORT OF INDEPENDENT REDISTRICTING REFORM

WHEREAS, the current state redistricting process creates a conflict of interest as lawmakers are effectively selecting their own constituents; and

WHEREAS, the redistricting process should be conducted with transparency, in an open door manner with opportunities for public dialogue and feedback, rather than behind closed doors; and

WHEREAS, legislative incumbents generally construct districts which are not compact and split communities of interest; and

WHEREAS, important principles including the protections of the Federal Voting Rights Act of 1965 and respect for neighborhoods and counties should be clearly listed for a Commission to abide by; and

WHEREAS, voters are more likely to participate when they believe that their votes will count and that they have a reasonable chance of electing candidates who represent their interests; and

WHEREAS, elected officials are more responsive to constituents when voters have a choice of candidate, thereby increasing accountability and serving the best interest of the voters.

NOW, THEREFORE we do hereby resolve that North Carolina's General Assembly should establish an independent redistricting process that includes the principles of diversity, along with partisan balance and geography in all future redistricting. We also resolve that the North Carolina General Assembly should pass House Bill 200, AN ACT TO ESTABLISH A NONPARTISAN REDISTRICTING PROCESS.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Senator Phil Berger, President Pro Tempore and Representative Tim Moore, Speaker.

ADOPTED this the ___ day of _____, 20__.



John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Fiscal Year 2018 AppalCART Contracts

MANAGER'S COMMENTS:

AppalCART contracts for transportation services for the Project on Aging and Social Services Departments for FY 2018 are presented for the Board's consideration. The proposed rates for the Project on Aging, Department of Social Services, and all other county functions are \$1.45 per vehicle mile. The rate has been the same for the last three (3) years.

Board action is required to approve the contracts.

Anita.Fogle

From: Craig Hughes <director@appalcart.com>
Sent: Tuesday, May 23, 2017 12:18 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: AppalCART Contracts
Attachments: County-Other.pdf; Medicaid.pdf; POA.pdf

Deron,

I have attached the AppalCART contracts for the provision of transportation to Watauga County for Fy 2017-18. The contracts include Medicaid transportation, Project on Aging transportation, and other agency transportation. There are a few differences with each contract.

1. Medicaid: The mileage is charged by "direct" mile. The mileage charge is based on the length of the trip from an individual's pickup point directly to their drop off location.
2. Project on Aging: The mileage is charged by "shared service" mile. The mileage charge is based on the trip beginning and ending at AppalCART. The mileage charge is split evenly among all passengers.
3. Other: The mileage is charged by "shared service" mile. The mileage charge is based on the trip beginning and ending at AppalCART. The mileage charge is split evenly among all passengers. This contract covers services county passengers not included in the POA or Medicaid contracts.

Please contact me if you have questions about any of the contracts.

Thanks.

Craig Hughes
Director
AppalCART
828-297-1300 ext. 104
director@appalcart.com





director@appalcart.com
(828) 297-1300 Ext. 104

For FY17/18

Department of Social Services-Medicaid

This Agreement, effective this

1st day of July 2017, by and between

AppalCART and

Agency Name: Dept of Social Services – Watauga County

Contact person: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C Boone, NC 28607

Phone: 264-8100 Fax: 265-7638 E-mail: tom.hughes@watgov.org

Rate ---- \$1.45 per direct passenger mile per passenger

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2017, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **Department of Social Services**, hereinafter referred to as DSS;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the DSS do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the DSS.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 18-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.
 The Authority will provide regularly scheduled transportation services for the DSS as may be mutually agreed upon. DSS shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause (Adequate notice is defined as two hours before any revenue time spent attempting the trip. If a trip has not been canceled appropriately, the trip is marked as a "No Show". The County will be billed for the mileage to the pick-up point and back to AppalCART. A passenger with three (3) no shows in 30 days will be suspended for 30 days.) Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.
2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the DSS with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is

agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the

North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2017, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 18-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per direct vehicle mile. The Authority will submit itemized invoices to the DSS on a bi-weekly basis. DSS will have one week to submit the payment authorizations to NC TRACKS and shall notify the Authority upon successful submission of the authorizations (If authorizations are not submitted within one week, then AppalCART may bill Watauga County for the services.). The Authority will then submit the requests for payment to NCTRACKS. All costs charged to the DSS including any approved services performed by the Authority shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by DSS on invoices, and will report no-shows, daily, and cancellations on a monthly basis.

- All claims that DSS has authorized, but cannot be processed through NCTRACKS will be billed to

Watauga County.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and DSS to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com
11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to DSS.
12. If the Authority becomes excluded from participation in this agreement, the DSS will be promptly notified.

Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Evalyn Pierce
Interim Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**
Julien Arnsper

SIGNATURE OF FINANCE OFFICER



director@appalcart.com
(828) 297-1300 Ext. 104

For FY17/18

Watauga County Project on Aging

This Agreement, effective this

1st day of July 2017, by and between

AppalCART and

Agency Name: Project on Aging – Watauga County

Contact Person: Angie Boitnotte

Address: 132 Poplar Grove Connector, Suite A Boone, NC 28607

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$1.45 per service mile

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2017, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 18-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the Project on Aging as may be mutually agreed upon. The Project on Aging shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P Policy # LP-AP-473-16.
3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2017, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 18-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per service vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes

specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104 director@appalcart.com
11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to the Project on Aging.
12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.
13. The Project on Aging Directors will complete the Client Registration Forms and determine eligibility for transportation services. The Authority will refer them to the appropriate Senior Center Director (LEH or WWCC).
14. At the initial registration/orientation, the Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedures for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to the Authority's staff, they should be referred to a Project on Aging staff member. The Authority should refer participants to the Project on Aging if there are any questions regarding consumer contributions.

Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Evalyn Pierce
Interim Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**
Judy Arwood

SIGNATURE OF FINANCE OFFICER



director@appalcart.com
(828) 297-1300 Ext. 104

For FY17/18

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1st day of July, 2017, by and between

AppalCART and

Agency Name: Watauga County

Contact person: Deron Geouque

Address: 814 West King St, Suite 205 Boone, NC 28607

Phone: 265-8000 E-mail: Deron.Geouque@watgov.org

Rate ---- \$1.45 per service mile

THIS AGREEMENT, effective this 1st day of July, 2017, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the County do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the County.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 18-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.
The Authority will provide regularly scheduled transportation services for the County as may be mutually agreed upon. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.
2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the County with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:
NCACC RMP.L&P Policy # LP-AP-473-16.
3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.

5. The Authority shall commence performance of this contract on the 1st day of July, 2017, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 18-CT-007.
6. By mutual agreement, the unit rate of said service shall be \$1.45 per service mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com
9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Evalyn Pierce
Interim Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**
Judy Arwood

SIGNATURE OF FINANCE OFFICER

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Economic Development Commission

The terms of four members of the Economic Development Commission expire in June.

Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment.

Mr. Robert Hoffman was recently appointed to fill an unfinished term which expires in June. Therefore, he is up for reappointment.

The first term of the current chair, Mr. Walter Kaudelka is expiring. Mr. Kaudelka is eligible to be reappointed to another term, and is willing to continue to serve.

The terms are for three years. The EDC's next scheduled meeting is July 13th. This is a first reading and, therefore, no action is required at this time.

Workforce Development Board

High Country Council of Governments' Workforce Director, Mr. Keith Deveraux, recommends the reappointment of Mr. Chris Edwards to continue representing Watauga County in a private sector seat on the Workforce Development Board. His comments are included in the attached email.

Anita.Fogle

From: Joe Furman
Sent: Tuesday, May 16, 2017 10:04 AM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Boards and Commissions
Attachments: EDC membership 3-1-17.doc

Deron,

The terms of four members of the Economic Development Commission expire in June. Ed Evans and Tommy Sofield have served two consecutive terms; by rule they are not eligible for reappointment. Robert Hoffman was appointed recently to fill an unfinished term which expires in June. The EDC has not met since that appointment was made. The first term of the current chair, Walter Kaudelka is expiring; he is eligible to be reappointed to another term, and is willing to continue to serve. The terms are three years. The EDC's next scheduled meeting is July 13th. A current membership list is attached. Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION

METHOD OF APPOINTMENT: One member is a County Commissioner; thirteen members appointed by BCC. All vote.

COMPENSATION TO MEMBERS: None

REGULAR MEETING TIME & PLACE: 2nd Thursday 1st month quarterly
1:00 pm Appalachian Enterprise Center conference room

<u>Present Members</u>	<u>Appointed</u>	<u>Term Expires</u>
Ray Cameron (Appointed by County)	6/16 3 year term 1 st term	June 2019
Evans, Ed (Appointed by County)	6/11 - 3 year term 2nd term	June 2017
Sofield, Tommy (Appointed by County)	6/11 - 3 year term 2nd term	June 2017
Pat Parish (Appointed by County)	2/17 completing term	June 2018
Hodges, Tim (Appointed by County)	6/15 -3 year term 1st term	June 2018
Robert Hoffman (Appointed by County)	2/17 completing term	June 2017
Kaudelka, Walter (Appointed by County)	6/11 – 3 year term 1st term	June 2017
Tad Dolbier (Appointed by County)	6/16 -3 year term 1st term	June 2019
Doug McGuire (Appointed by County)	6/16 – 3 year term 1st term	June 2019

Larry Turnbow, Commissioner**; a Boone Town Council representative, the Directors of Boone and Blowing Rock Chambers of Commerce and ASU Chancellor's designee serve as voting members.

* Beginning with those whose terms expire in 1992, the EDC By-laws were changed to limit terms of members serving to two consecutive three-year terms. (Approved by BCC July 23, 1991.)

** A member of the Board of Commissioners is appointed each December to serve on this Board.

Anita.Fogle

From: Tanna Greathouse <tgreathouse@regiond.org>
Sent: Thursday, May 18, 2017 10:23 AM
To: Anita.Fogle
Subject: RE: Workforce Development Board REAPPOINTMENT - Chris Edwards

Thanks so much!!

From: Anita.Fogle [<mailto:Anita.Fogle@watgov.org>]
Sent: Thursday, May 18, 2017 9:32 AM
To: Tanna Greathouse <tgreathouse@regiond.org>; John Welch <john.welch@watgov.org>
Cc: Keith Deveraux <keith.deveraux@highcountrywdb.com>
Subject: RE: Workforce Development Board REAPPOINTMENT - Chris Edwards

Hi Tanna,

Our next two meetings are June 6 and June 20. The Board usually holds two readings for potential appointments prior to voting. Occasionally the second reading is waived and an appointment is made at the first meeting. I'll put it on the agenda for June 6.

Thanks,
 Anita

Anita J. Fogle, Clerk to the Board
 Watauga County
 814 West King Street, Suite 205
 Boone, North Carolina 28607
 828.265.8000 Phone
 828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Tanna Greathouse [<mailto:tgreathouse@regiond.org>]
Sent: Wednesday, May 17, 2017 11:35 AM
To: John Welch
Cc: Anita.Fogle; Keith Deveraux
Subject: Workforce Development Board REAPPOINTMENT - Chris Edwards
Importance: High

Greetings John!

Chris Edwards has agreed to continue representing Watauga County in a private sector seat on the Workforce Development Board. Please find attached her official appointment form for the coming term.

Below are Workforce Director Keith Deveraux's comments on this appointment. Please contact him with any questions you may have!

Comments: *Chris Edwards has been a great board member and has been eager to learn about the program and board operations. Chris has assumed leadership roles by serving as Chair of the NCWorks Committee and has attended the state workforce development conference. Chris represents the hospitality and tourism sector of the business community in Watauga County, and brings a new fresh perspective to the*

board. *Chris Edwards is a bright and rising star on the High Country Workforce Development Board. I recommend that Chris Edwards be reappointed to the High Country Workforce Development Board.*

060617 BCC Meeting

Anita - Please let me know when this appointment will get on the meeting schedule and/or when you anticipate confirmation. Thanks and have a great day!

Have a great day!

Tanna

~~*~*~*~*~*~*~*~*

Tanna Greathouse

Clerk to the Board
High Country Council of Governments
468 New Market Boulevard
Boone, NC 28607

828-265-5434 ext.101

tgreathouse@regiond.org

www.regiond.org

Please refer to the attached letter for all membership requirements and current vacancies/term expirations. The Director has confirmed/reviewed with the appointee his/her willingness to serve, the individual's ability to attend daytime board meetings in Boone, and seat requirements.

County: Watauga

Please Return Form By June 16, 2017

Term Start: 7/1/2017 Term End: 6/30/2019

Type of Seat: Private Sector Appointment

Appointee Name: Chris Edwards

Seat Designation (Public and At-Large Seats Only): _____

Business / Organization Represented: Chetola Resort

Appointee's Position/Title: Assistant General Manager / HR Director

Appointee's Mailing Address

Mailing Address (Street / PO Box): PO Box 17

Address Line 2: _____

City: Blowing Rock State: NC Zip: 28605

Appointee's Phone and Email

Home Phone (with Area Code): _____ Fax (with Area Code): _____

Work Phone (with Area Code): (828) 295-5510 Extension: _____

Preferred Email: cedwards@chetola.com

Member Performance (only applicable for members being reappointed)

Meeting Attendance % for previous term: 75%

Director's Comments: see email

Committees served on during most recent membership term:

- Executive Committee
- Youth Council
- One-Stop Services

Ad Hoc Committees: NCWorks

Please sign to reflect this is your official appointment to the board.

Chief Elected Official (print your name): John Welch

Signature _____ Date: _____

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

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