

**Watauga County
Annual Retreat
February 18 & 19, 2019**



Board of Commissioners
John Welch, Chairman
Billy Kennedy, Vice-Chairman
Larry Turnbow
Charlie Wallin
Perry Yates



WATAUGA COUNTY

OFFICE OF THE
COUNTY MANAGER

Administration Building, Suite 205 – 814 West King Street – Boone, NC 28607 – (828) 265-8000
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

MEMORANDUM

TO: Board of County Commissioners

FROM: Deron Geouque DTG
County Manager

SUBJECT: Annual Retreat

DATE: February 13, 2019

Fiscal Year 2019-2020 will mark a special time for social and recreational opportunities in the County. The new Community Recreation Center (CRC) is scheduled for completion in the fall of 2020. The CRC will provide opportunities for all ages and serve as a major venue for social, community, and recreational occasions in the County. Funds for the operation of the center have been planned and budgeted for in the current and future budgets.

County revenues continue to track on target and expenditures are at budgeted levels. Sales tax revenue is trending to exceed budgeted projections. The County will continue working on the 2022 revaluation. Preliminary data indicates a slight increase in the tax base versus a decline as experienced by the 2014 revaluation. Fiscal Year 2019-2020 will see the continuance in increased funding for the Health Department and Library. The County committed to a three year funding plan for both organizations totaling an additional increase of \$114,000. This will be the second year requiring an additional \$114,000. The third and final year total amount is \$342,000.

The Commissioners will be presented with multiple funding increases for a myriad of departments and outside agencies. The Health Department and Library have already been identified. Other significant requests will come from the Watauga County School System, Department of Social Services, Board of Elections, Maintenance and Parks Recreation (both are attributed to the new Community Recreation Center coming online), and the Children's Council.

Commissioner input will be critical during the retreat process for staff to determine appropriate expenditures and funding levels. Information and reports on the County's current financial status will be provided for the retreat.

Staff will rely on the direction and guidance given by the Board at the retreat to prepare the upcoming Fiscal Year 2020 Budget. Should you have any questions or require additional information prior to or during the retreat please contact me.

**TENTATIVE RETREAT AGENDA
WATAUGA COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM
WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC**

FEBRUARY 18 & 19, 2019

TIME	TOPIC	PRESENTER	PAGE
MONDAY, FEBRUARY 18, 2019			
12:00 PM	OPENING REMARKS AND LUNCH	MR. DERON GEOUQUE	
1:00 PM	FY 2019 REVIEW AND DISCUSSION OF FY 2020 BUDGET	MS. MISTY WATSON	1
	A. Revenues		1
	B. Expenditures		1
	C. Debt Service Report		4
	D. Budget Calendar		6
	E. Future Appropriations		7
1:30 PM	REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)	MR. DERON GEOUQUE & MR. ROBERT MARSH	8
	A. Current CIP Status Report		8
	B. Courtroom # 2 Renovations		9
	C. East Annex Building Program		16
	D. Turner Building		17
	E. Recreation Fields		19
	1. Reorientation of Complex Field		19
	2. Tennis Courts		
	3. Basketball Court		
	4. Pickleball Courts		
	5. Draft Fee Schedule for New Community Recreation Ctr.	MR. STEPHEN POULOS MS. KERON POTEAT	20
	F. School Facilities		121
2:30 PM	BREAK		
3:00 PM	SANITATION MATTERS	MR. REX BUCK	123
	A. New Solid Waste Contract		123
	B. Solid Waste Ordinance		136
	C. Community Pride Schedule		148
3:45 PM	TOURISM DEVELOPMENT AUTHORITY (TDA)	MR. MATT VINCENT & MR. WRIGHT TILLEY	150
4:30 PM	CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE	DR. MARK POARCH	221
4:45 PM	BREAK		
5:00 PM	SCHOOL BOARD FUNDING ISSUES	DR. SCOTT ELLIOTT & SCHOOL BOARD MEMBERS	223
	A. FY 2020 Funding Needs		
	B. Schools' Capital Improvement Plan		
6:00 PM	PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS SYSTEMS STUDY UPDATE	DR. MARVIN HOFFMAN MR. WILL HOLT	225
6:30 PM	COUNTY MANAGER'S SUMMARY	MR. DERON GEOUQUE	
7:00 PM	RECESS UNTIL TUESDAY, FEBRUARY 19, 2019, AT 9:00 AM		

TUESDAY, FEBRUARY 19, 2019

8:30 AM	BREAKFAST		
9:00 AM	CHILDREN’S COUNCIL PRESENTATION	MS. CRYSTAL KELLY	231
9:45 AM	UPDATE ON RECREATIONAL PROJECTS		292
	A. Guy Ford Paddle Access	MR. JOE FURMAN	292
	B. Middle Fork Greenway	MS. WENDY PATOPRSTY	295
10:15 AM	COMMUNITY RECREATION CENTER (CRC) UPDATE	MR. CHAD ROBERSON	300
10:45 AM	COUNTY FACILITIES ASSESSMENT	MR. CHAD ROBERSON	309
11:15 AM	LANDFILL/SOLAR LEASE	MR. DEREK MORETZ	311
11:30 AM	MISCELLANEOUS & COMMISSIONER MATTERS	MR. DERON GEOUQUE	
	A. State Issues		
	B. Commissioner Matters		
11:45 PM	WRAP UP, GOALS & OBJECTIVES, BOARD DIRECTIVES		
12:00 PM	ADJOURN		

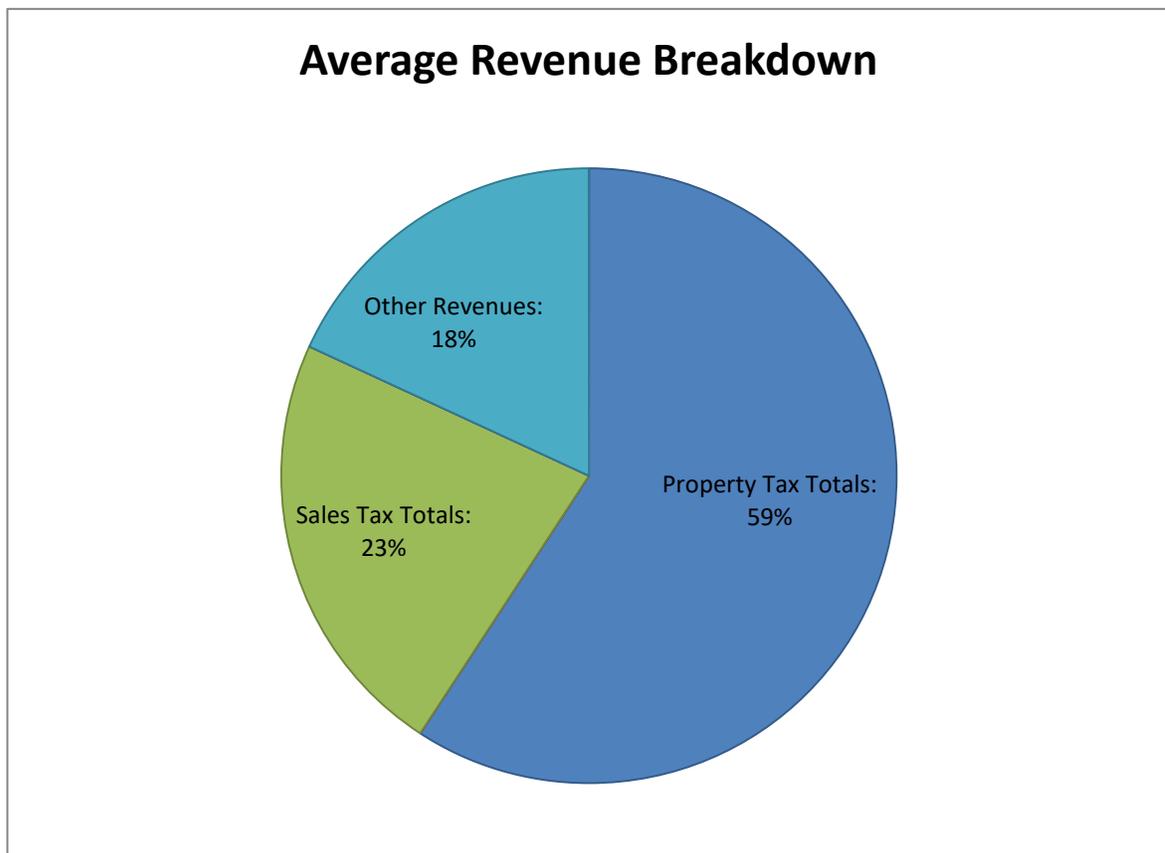
Budget Summary Report

2019 Annual Pre-Budget Retreat

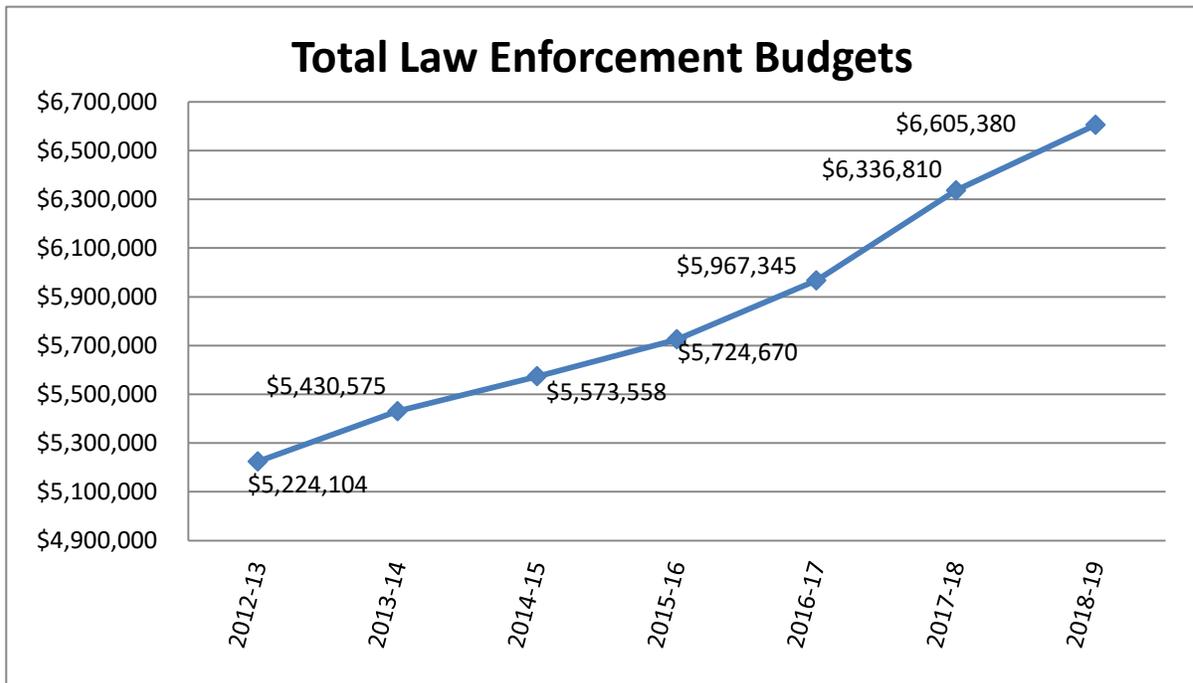
General Fund	Actuals Thru 6-30 of Each Year			FY 2018-19		
	FY 15-16	FY 16-17	FY 17-18	Annual Budget	Actual at 12/31/2018	Percent to Date
Revenues						
Property Taxes	\$ 28,151,345	\$ 28,518,320	\$ 32,480,532	\$ 31,837,000	\$ 24,718,535	77.6%
Sales Taxes	11,166,662	11,642,604	12,162,274	12,120,000	6,267,861	51.7%
Other Taxes	860,071	997,222	904,135	823,000	500,504	60.8%
Intergovernmental	5,180,714	5,074,708	5,146,174	4,913,038	1,499,300	30.5%
Permits and Fees	712,124	728,684	766,847	650,000	367,729	56.6%
Sales and Services	1,042,046	1,184,957	1,168,094	1,113,360	600,348	53.9%
Miscellaneous	529,455	662,568	3,659,574	500,710	376,076	75.1%
Transfer from Other Funds	4,100	826,750	865,000	1,043,575	25,000	2.4%
Fund Balance	-	-	-	5,709,352	-	0.0%
Revenue Subtotal:	\$ 47,646,517	\$ 49,635,813	\$ 57,152,630	\$ 58,710,035	\$ 34,355,353	58.5%
Expenditures						
General Administration	\$ 951,126	\$ 1,391,381	\$ 3,849,908	\$ 2,863,300	\$ 1,290,973	45.1%
Finance	364,879	389,202	408,116	448,305	180,593	40.3%
Tax	1,205,744	1,274,335	1,225,890	1,376,745	560,695	40.7%
Legal	195,299	71,428	75,850	85,000	28,183	33.2%
Court Facilities	2,256	7,072	1,087	2,000	-	0.0%
Elections	353,039	324,849	321,766	353,220	219,622	62.2%
Register of Deeds	535,123	499,756	515,322	535,765	261,194	48.8%
Information Technology	772,508	833,175	809,373	956,370	427,932	44.7%
Maintenance/Buildings	2,620,563	3,144,459	2,648,984	3,288,113	1,306,893	39.7%
Sheriff/Jail	5,448,482	5,978,815	5,903,310	6,605,380	2,655,528	40.2%
Emergency Services	2,228,116	2,539,191	2,540,879	2,539,384	987,820	38.9%
Planning & Inspections	612,252	588,852	642,566	667,500	304,459	45.6%
Ambulance & Rescue	1,218,112	1,246,541	1,340,393	1,519,710	667,786	43.9%
Animal Control	145,114	121,401	154,442	136,060	60,828	44.7%
Transportation	209,838	225,389	225,389	224,792	97,345	43.3%
Economic Development	45,988	77,713	73,795	116,676	68,440	58.7%
Cooperative Extension	231,786	236,585	242,313	254,280	104,470	41.1%
Soil Conservation	121,537	133,911	113,518	136,364	54,597	40.0%
Public Health	585,228	585,228	614,490	680,705	340,353	50.0%
Mental Health	171,194	171,194	171,195	171,195	85,598	50.0%
Project on Aging	1,172,453	1,185,061	1,252,113	1,415,802	592,857	41.9%
Veteran's Service	114,073	109,605	114,020	122,510	53,804	43.9%
Special Appropriations	462,673	454,219	524,357	465,605	267,019	57.3%
WCS, Board of Education	13,548,708	13,955,025	14,572,326	15,379,823	6,955,589	45.2%
CCC&TI, Watauga Campus	876,960	916,960	924,895	950,250	475,125	50.0%
Library	525,146	540,308	557,160	604,760	302,380	50.0%
Parks & Recreation	918,756	1,004,192	995,017	1,136,913	502,590	44.2%
Transfers to Other Funds	2,268,552	5,655,742	12,107,580	\$ 15,673,508	9,770,321	62.3%
Expenditures Subtotal:	\$ 37,905,505	\$ 43,661,589	\$ 52,926,054	\$ 58,710,035	\$ 28,622,994	48.8%
Social Services Fund						
Revenues						
Federal/State Programs	\$ 4,139,181	\$ 3,660,891	\$ 3,055,249	\$ 3,426,785	\$ 1,032,013	30.1%
Miscellaneous	14,688	16,764	19,897	21,100	12,848	60.9%
Transfer from General Fund	1,887,095	1,720,372	1,473,285	1,396,655	698,328	50.0%
Fund Balance	-	-	-	329,751	-	0.0%
Revenues Subtotal:	\$ 6,040,964	\$ 5,398,027	\$ 4,548,431	\$ 5,174,291	\$ 1,743,189	33.7%
Expenditures						
Administration	\$ 2,895,139	\$ 2,932,158	\$ 3,010,758	\$ 3,273,171	\$ 1,485,574	45.4%
Child Support Enforcement Programs	186,642	194,720	200,538	211,850	96,013	45.3%
	2,300,602	1,976,865	1,305,936	1,689,270	796,058	47.1%
Expenditures Subtotal:	\$ 5,382,383	\$ 5,103,743	\$ 4,517,232	\$ 5,174,291	\$ 2,377,645	46.0%
Solid Waste Fund						
Revenues						
Intergovernmental	\$ 153,795	\$ 150,829	\$ 156,093	\$ 121,000	\$ 35,023	28.9%
Charges for Services	4,654,870	5,095,113	4,970,636	4,849,845	3,811,460	78.6%
Miscellaneous	23,689	96,096	205,443	38,700	10,792	27.9%
Fund Balance Appropriated	-	-	-	120,520	-	0.0%
Revenues Subtotal:	\$ 4,832,354	\$ 5,342,038	\$ 5,332,172	\$ 5,130,065	\$ 3,857,275	75.2%
Expenditures						
Solid Waste Operations	\$ 4,110,041	\$ 4,581,875	\$ 4,411,990	\$ 5,007,140	\$ 1,911,104	38.2%
Recycling Operations	83,264	198,308	250,928	122,925	30,048	24.4%
Expenditures Subtotal:	\$ 4,193,305	\$ 4,780,183	\$ 4,662,918	\$ 5,130,065	\$ 1,941,152	37.8%

Primary County Revenues

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Property Tax Totals:	\$ 28,588,117	\$ 28,151,345	\$ 28,151,345	\$ 28,518,320	\$ 32,480,532
Sales Tax Totals:	10,055,087	10,825,944	11,166,662	11,642,604	12,162,274
Other Revenues:	7,124,896	7,156,564	8,328,510	9,474,889	12,509,824
Total Revenues:	<u>\$ 45,768,100</u>	<u>\$ 46,133,853</u>	<u>\$ 47,646,517</u>	<u>\$ 49,635,813</u>	<u>\$ 57,152,630</u>



Law Enforcement Budget History



Fiscal Years	Sheriff	Jail	Total for Law Enforcement	Percent of Change	Percent of County Budget
2018-19	\$ 4,314,320	\$ 2,291,060	\$ 6,605,380	4.24%	11.25%
2017-18	\$ 4,106,758	\$ 2,230,052	\$ 6,336,810	6.19%	10.78%
2016-17*	\$ 3,793,710	\$ 2,173,635	\$ 5,967,345	4.24%	11.63%
2015-16	\$ 3,626,820	\$ 2,097,850	\$ 5,724,670	2.71%	11.69%
2014-15	\$ 3,464,017	\$ 2,109,541	\$ 5,573,558	2.63%	11.51%
2013-14	\$ 3,412,160	\$ 2,018,415	\$ 5,430,575	3.95%	11.65%
2012-13	\$ 3,231,368	\$ 1,992,736	\$ 5,224,104	2.36%	11.75%

*\$254,000 in one time additional capital removed from FY 16-17 totals.

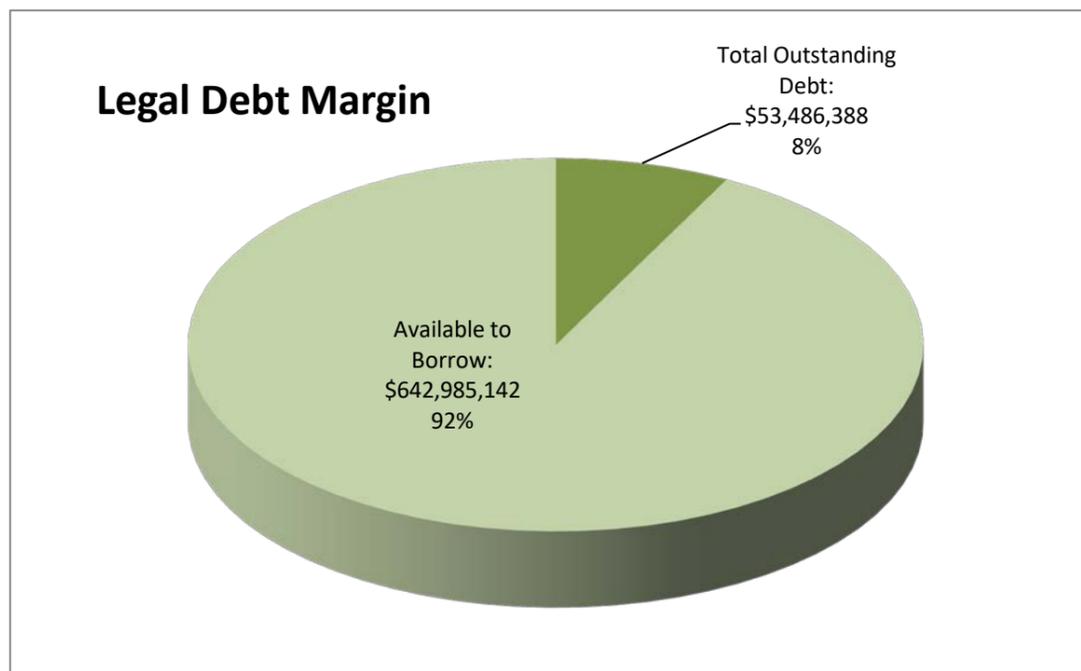
Debt Service Summary

Fiscal Year	2012 School Debt	QSCB SCHOOL BB&T	Jail/ Sheriff PNC	Tweetsie/ Land Wells Fargo	2018 Recreation Center	Total General Fund Debt Service
	LOBs	5.8%	3.24%	5.942%	LOBs	
2018-19 (P)	3,355,000	129,028	333,333	65,000	-	3,882,361
(I)	1,561,425	14,967	6,750	966	517,040	2,101,147
Total	4,916,425	143,995	340,083	65,966	517,040	5,983,508
2019-20 (P)	3,350,000	129,027			1,320,000	4,799,027
(I)	1,427,225	7,484			860,400	2,295,109
Total	4,777,225	136,511			2,180,400	7,094,136
2020-21 (P)	3,370,000				1,320,000	4,690,000
(I)	1,269,375				794,400	2,063,775
Total	4,639,375				2,114,400	6,753,775
2021-22 (P)	3,385,000				1,320,000	4,705,000
(I)	1,117,725				728,400	1,846,125
Total	4,502,725				2,048,400	6,551,125
2022-23 (P)	3,420,000				1,320,000	4,740,000
(I)	948,475				632,400	1,580,875
Total	4,368,475				1,952,400	6,320,875
2023-24 (P)	3,455,000				1,320,000	4,775,000
(I)	777,475				596,400	1,373,875
Total	4,232,475				1,916,400	6,148,875
2024-25 (P)	3,490,000				1,325,000	4,815,000
(I)	604,725				530,400	1,135,125
Total	4,094,725				1,855,400	5,950,125
2025-26 (P)	3,465,000				1,320,000	4,785,000
(I)	491,300				464,150	955,450
Total	3,956,300				1,784,150	5,740,450
2026-27 (P)	3,505,000				1,320,000	4,825,000
(I)	318,050				398,150	716,200
Total	3,823,050				1,718,150	5,541,200
2027-28 (P)	3,545,000				1,325,000	4,870,000
(I)	142,800				332,150	474,950
Total	3,687,800				1,657,150	5,344,950
2028-29 (P)					1,320,000	1,320,000
(I)					292,400	292,400
Total					1,612,400	1,612,400
2029-30 (P)					1,320,000	1,320,000
(I)					226,400	226,400
Total					1,546,400	1,546,400
2030-31 (P)					1,320,000	1,320,000
(I)					160,400	160,400
Total					1,480,400	1,480,400
2031-32 (P)					1,320,000	1,320,000
(I)					94,400	94,400
Total					1,414,400	1,414,400
2032-33 (P)					1,320,000	1,320,000
(I)					48,200	48,200
Total					1,368,200	1,368,200
Principal	\$34,340,000	\$258,055	\$333,333	\$65,000	\$18,490,000	\$53,486,388
Interest	\$8,658,575	\$22,451	\$6,750	\$966	\$6,675,690	\$15,364,431

Debt Service Summary

Outstanding Debt at June 30

	<u>Total</u>	<u>Decrease</u>
2017-18	\$ 34,996,388	\$ (4,077,361)
2018-19	49,604,027	14,607,639
2019-20	44,805,000	(4,799,027)
2020-21	40,115,000	(4,690,000)
2021-22	35,410,000	(4,705,000)
2022-23	30,670,000	(4,740,000)
2023-24	25,895,000	(4,775,000)
2024-25	21,080,000	(4,815,000)
2025-26	16,295,000	(4,785,000)
2026-27	11,470,000	(4,825,000)
2027-28	6,600,000	(4,870,000)
2028-29	5,280,000	(1,320,000)
2029-30	3,960,000	(1,320,000)
2030-31	2,640,000	(1,320,000)
2031-32	1,320,000	(1,320,000)
2032-33	\$ -	\$ (1,320,000)



Legal Debt Margin: \$696,471,530

Total Outstanding Debt: \$53,486,388

Available to Borrow: \$642,985,142

Fiscal Year 2019-20 BUDGET SCHEDULE

January 2019

Capital Improvement Plan packets to departments.

January 31, 2019

Capital Improvement Program requests due back.

February/March 2019

Requests for funding sent to outside agencies.

February 18 and 19, 2019

Board of Commissioners Retreat with staff. There are typically two sessions with some presentations.

February 20, 2019

Department head staff meeting - budget information packets emailed out. Worksheets and all supporting documents are due by email to Misty by March 18. Early submission is encouraged.

April 2019

Individual agency and department meetings will be during April with budget staff.

May 7, 2019

Staff submits recommended budget to Board of Commissioners for review prior to work sessions.

May 2019 (Dates to be determined)

Budget work sessions held with staff and Board of Commissioners. There are two sessions planned.

May 21, 2019

Public hearing held on County Manager's proposed budget.

June 4, 2019

Budget adoption.



Future Appropriations

	Phase I 2018-19	Phase II 2019-20	Phase III 2019-20
Appalachian District Health Department	\$ 680,705	\$ 746,920	\$ 813,135 *
Library	\$ 604,760	\$ 652,360	\$ 699,960 **

* Phase I of a three year recovery plan with an annual increase of \$66,215 beginning in fiscal year 2019.

** Three year plan implementation with an annual increase of \$47,600 beginning in fiscal year 2019.

CAPITAL PROJECTS SUMMARY

Project Description	6/30/2018 Balance	2018-19 Budget	Budget Amendments		6/30/2019 Balance
			In	Out	
Caldwell Community College	\$ 254,251	\$ 50,000	\$ -	\$ -	\$ 304,251
Information Technology Needs	438,386	-	-	-	438,386
East Annex Renovations	328,290	-	-	-	328,290
Eastern Community Center	52,615	-	-	-	52,615
Emergency Communications	1,350,022	250,000	-	(5,000)	1,595,022
Facilities Maintenance	467,596	208,990	-	-	676,586
Future County Buildings	559,198	-	-	-	559,198
EDC	343,605	50,000	-	(158,463)	235,142
Recreation Complex/Pool Repair	7,726	2,398,180	-	(517,040)	1,888,866
Recreation-Future Park Development	196,638	-	-	-	196,638
Watauga Co. Schools-Long Term Needs	1,512,946	1,500,000	-	-	3,012,946
Watauga Co. Schools-CIP	1,173,372	500,000	267,133	(716,500)	1,224,005
Totals:	\$ 6,684,645	\$ 4,957,170	\$ 267,133	\$ (1,397,003)	\$ 10,511,945

Project Description	Actual Additions				
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
Caldwell Community College	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
Emergency Communications	-	-	-	250,000	250,000
Facilities Maintenance	-	-	-	315,500	146,400
Future County Buildings	17,829	-	-	-	-
Recreation Complex/Pool Repair	870,236	2,094,595	1,843,552	2,384,500	2,477,075
Watauga Co. Schools-CIP	640,400	300,000	375,000	935,370	2,214,205
Totals:	\$1,528,465	\$2,394,595	\$2,268,552	\$3,935,370	\$5,137,680

Watauga County

Capital Improvement Plan FY 2020

Project Title: Courtroom #2 Renovation

Requesting Department or Agency: Maintenance

Fund: _____

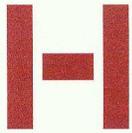
Project Description: Replace judge's bench, lighting, sound system, carpet, wallpaper and ramp to judge's bench and witness lift. Total includes architect's fee.

Project Justification: Requested by Clerk.

Manager's Priority Ranking: _____

Adjusted Ranking: _____

	Budget Year 2019-20	Planning Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	Total
Project Cost Elements: (list expenditure categories)			\$350,000				\$350,000
Totals:			\$350,000				\$350,000
Revenue Sources: (list expenditure categories)							
General Fund			\$350,000				\$350,000
Totals:			\$350,000				\$350,000
Annual Operating Budgetary Impact: (list expected annual operating costs and effects)							
Net Annual Operating Effect: None							



November 21, 2017

Robert Marsh
Watauga County Maintenance Department
969 West King St.
Boone, NC 28607

Re: Watauga County Courthouse Courtroom #2, 842 West King St.

Dear Robert:

Attached is a proposed floor plan for renovating Courtroom #2 at the existing county courthouse building. We met and I presented a number of different options and eventually we narrowed it down to two workable plans. In the weeks after our meeting the importance of adding a juror's chair to bring the total count to 14 chairs was stressed. That requirement effectively eliminated one of the two options and the attached plan is the one that remains.

14 new juror chairs will be provided. That's an increase of one additional chair over the existing plan. Floor space was also provided for one handicapped person in a wheel chair to back into the juror's box. The back row of juror's chairs is raised up one step by 6". The front row will be at the main floor level of the courtroom.

The witness stand is raised 6" with handicapped access provided by a ramp and an adjacent step. The height of the witness stand is limited to 6". Anything higher than 6" would require the addition of handrails that extend 12" beyond the top and bottom of the ramp which would require more floor space that the courtroom can't afford to lose. As an alternative to the ramp and step a wheelchair lift may be provided within the witness stand itself and integrated into the millwork. It would free up the floor space in front of the judge and witness stand. That is not a cheap option and should be considered carefully. I received budget pricing from a manufacturer of a courtroom lift at about \$55,000. My estimate will show the design budget with and without the lift.

The judge's bench can be raised either 7" or 14" depending on the height desired. Access to the judge's bench will be provided by reducing the size of the existing janitor's closet to provide a walkway to the new judge's bench from his chambers. If the current judge is not handicapped stairs may be provided in lieu of a ramp but a future ramp must still be able to be provided and master planned in. A 7" high level change requires a 7'-0" long ramp and a 14" high level change requires a 14'-0" long ramp. Both will project into the judge's chambers and take up floor space of varying degree. The higher the level change the more floor space that will be required for the ramp. This configuration eliminates the need for the judge to pass behind the clerk to access his bench.

The clerk's desk is 6'-6" wide and can accommodate up to two persons with 4'-0" of space behind the desk for chairs. The clerk's desk will be on the main floor level of the courtroom and will not be raised.

The court reporter will be provided with a small desk in front of the jury box on the main level of the courtroom.

The bailiff is shown separated from the clerk's desk. The exact configuration and orientation of the bailiff may change somewhat when we get into the details of the design.

With the changes required for the jury box the attorney's tables need to be pushed back toward the public seating area and one row of public seating needs to be removed to provide a useable area for the attorneys. A new dividing wall will be provided to separate the public seating.

Extensive demolition of the courtroom will be required within the courtroom space, janitor's closet and judge's chamber's to accommodate these changes. All new finishes will be provided including all new ceilings in all three rooms. Courtroom proceedings within the courtroom will not be possible until all construction is complete and a certificate of occupancy is obtained. Arrangements for an alternate courtroom location will need to be made. In the project estimate I included the sum of \$35,000 for courtroom relocation expenses which should be considered a place holder rather than an actual estimate of what relocation expenses will be. It is however the approximate cost another county paid to temporarily relocate a small courtroom across a street for a few months during construction. There are many factors that will influence those expenses that the county will need to explore separately.

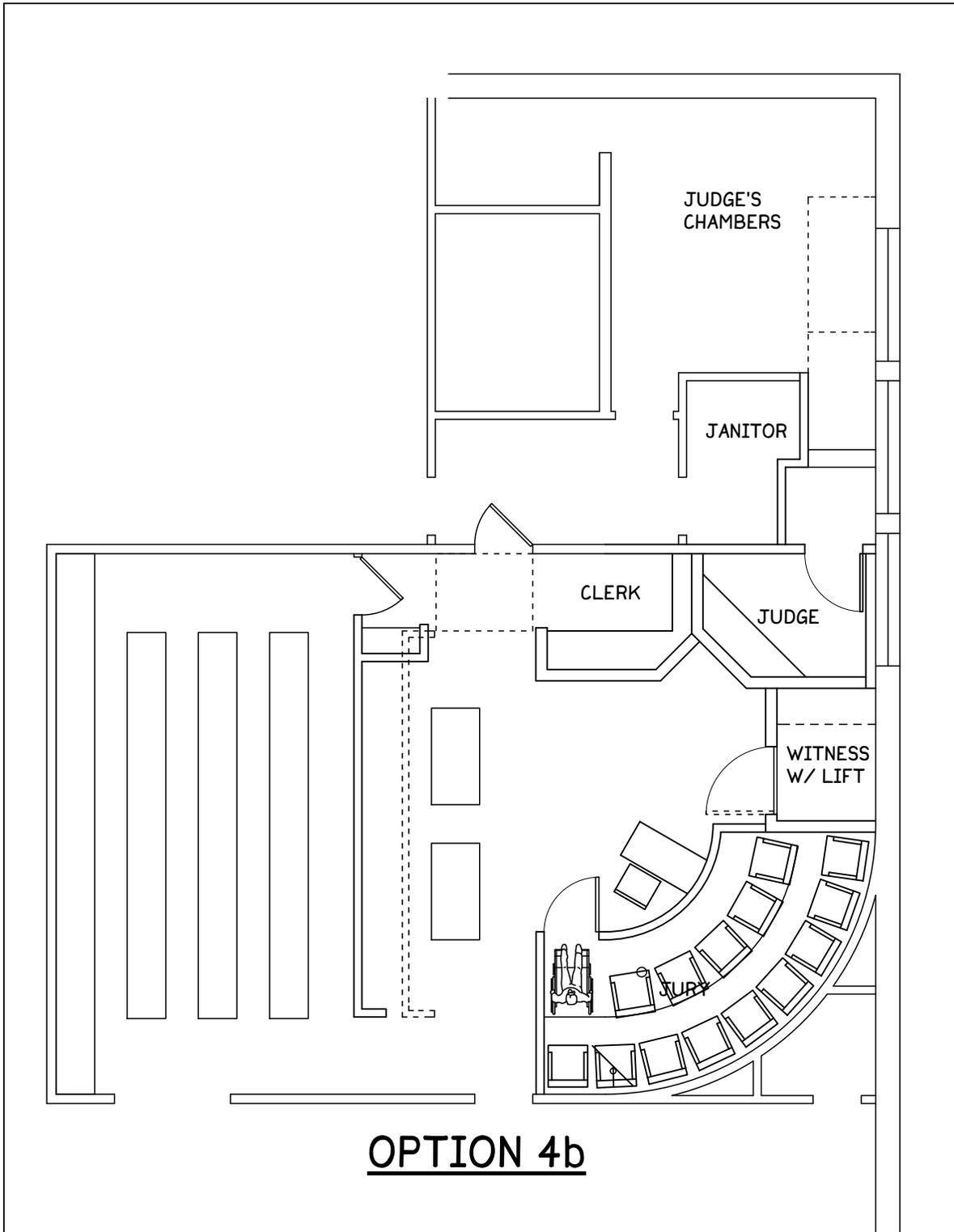
If you have any questions, please feel free to call.

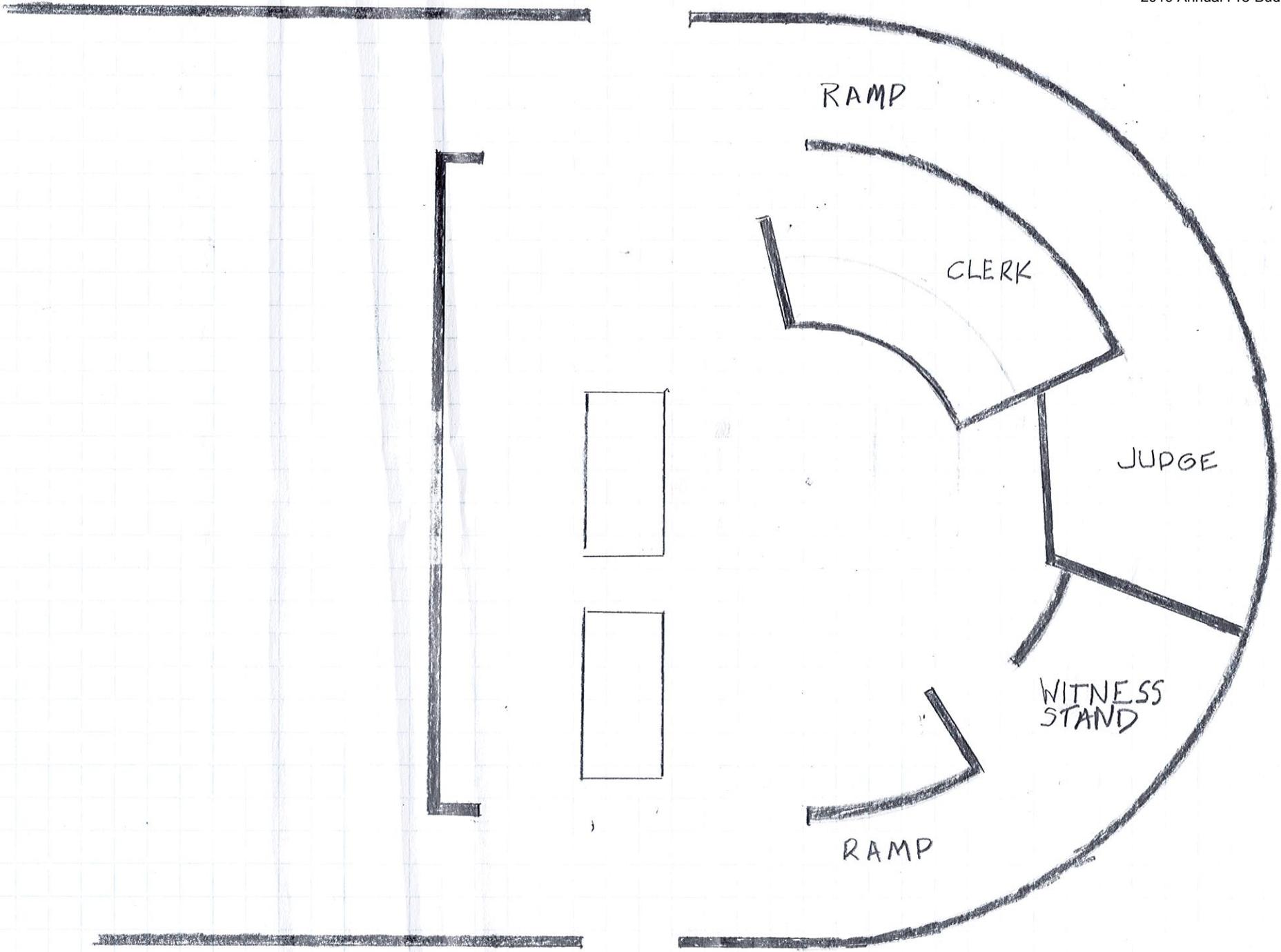
Frank Randel

Frank Randel
Project Architect

WATAUGA COUNTY COURTROOM #2 RENOVATION ESTIMATE

Construction Budget	\$190,000.00	
Construction Budget with wheelchair lift		\$245,000.00
10% Contingency	\$19,000.00	\$24,500.00
Courtroom relocation expenses	\$35,000.00	\$35,000.00
Architect / Engineer Fees	\$22,800.00	\$29,400.00
Interior Design	\$2,500.00	\$2,500.00
Total Project Budget		
<u>Without</u> Witness Wheelchair Lift	\$269,300.00	
Total Project Budget		
<u>With</u> Witness Wheelchair Lift		\$336,400.00





Watauga County

Capital Improvement Plan FY 2020

Project Title: East Annex Renovation Requesting Department or Agency: _____

Fund: _____

Project Description: Update finishes and add handicap restrooms on upper floor.

Project Justification: Need to replace old ceilings and carpet. Existing restrooms are not easily accessed by handicapped individuals.

Manager's Priority Ranking: _____
 Adjusted Ranking: _____

	Budget Year 2019-20	Planning Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	Total
Project Cost Elements: (list expenditure categories)	\$54,000	\$54,000	\$54,000				\$162,000
Totals:							
Revenue Sources: (list expenditure categories)							
Totals:							
Annual Operating Budgetary Impact: (list expected annual operating costs and effects)							
Net Annual Operating Effect:							

Subject Photos

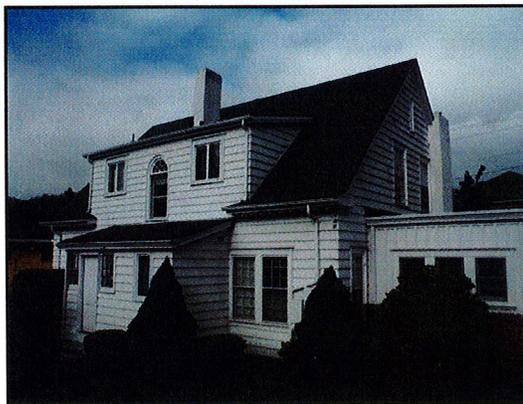
Client	Watauga County						
Property Address	136 N Water St						
City	Boone	County	Watauga	State	NC	Zip Code	28607
Client	Watauga County						



Law Office Front 1



Law Office Front/Side



Law Office Rear



Law Office Rear/Side



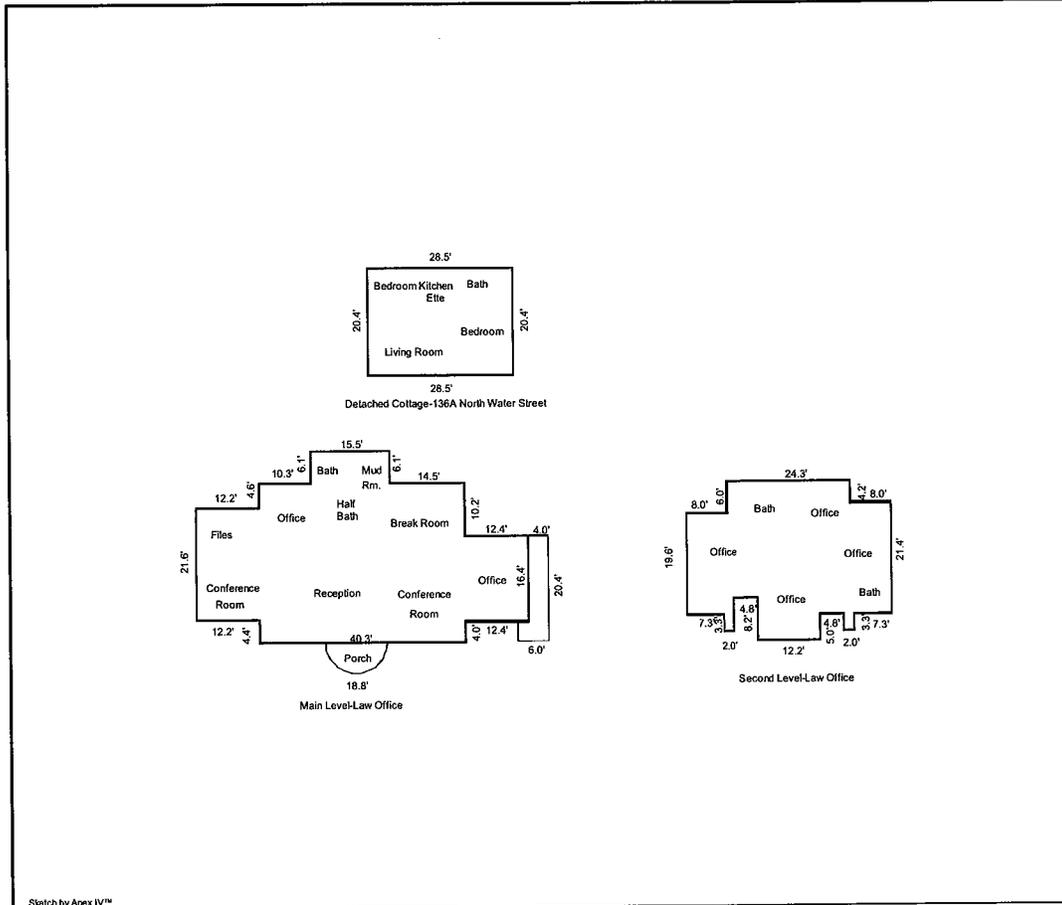
Detached Cottage Front



Detached Cottage Rear

Building Sketch

Client	Watauga County		
Property Address	136 N Water St		
City	Boone	County Watauga	State NC Zip Code 28607
Client	Watauga County		



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GBA1	First Floor	1794.61	
	Detached Cottage	581.40	2376.01
GBA2	Second Floor	1009.08	
P/P	Porch	56.55	
	Porch, Stairs, Landing	89.60	146.15
TOTAL BUILDING (rounded)			3385

BUILDING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
12.4 x 16.4		203.36
6.1 x 15.5		94.55
12.2 x 21.6		263.52
30.6 x 40.3		1233.18
Detached Cottage		
20.4 x 28.5		581.40
Second Floor		
2.0 x 3.3		6.60
2.0 x 22.9		45.80
16.4 x 16.9		277.98
7.3 x 19.6		143.08
8.2 x 12.2		100.04
6.0 x 18.3		109.50
6.1 x 25.6		154.88
8.0 x 21.4		171.20
13 Calculations Total (rounded)		3385



Final Draft Inclusions

- Membership Fee Chart Proposal *Keron*
- Proposed Facility Hours *Keron & Stephen*
- Facility Rental Fees Proposed Schedule *Stephen*
- Scholarship Application Proposal *Keron*
- Cost vs. Revenue Budget Report *Compiled by Sharon*
 - 1. Aquatics *John F.*
 - 2. Athletics *Holly*
 - 3. Facilities Rentals *Stephen*
 - 4. Special Programs (fitness, seniors, school-based) *Keron*
 - 5. Staffing (Front desk & day care) *Amy*
 - 6. Support Materials
- Cardio/Fitness Equipment Bids *Keron & Stephen*
 - 1. Gym Source
 - 2. Advantage Sports & Fitness *(In Process)*
- Swim Team Proposed Contract *John F. & Stephen*
- Councilman-Hunsaker Aquatics Report *George*
- Side-by-Side Facilities Report *Sharon*
- Sponsorship Proposals *Still Researching Information*
 - 1. Naming Rights *John R.*
 - 2. Scoreboards *John R.*
 - 3. Courts *John R. & Stephen*

PROPOSED

MEMBERSHIPS & FEE STRUCTURE FOR THE WATAUGA COUNTY COMMUNITY RECREATION CENTER

Membership Category Descriptions

<u>Individual</u>	One adult person age 18 or better.	\$40/month
<u>*Household</u>	Up to two adults permanently residing at the same address with their children under the age of 18. (Children under the age of 2 are free.)	\$80/month
<u>Senior Adult</u>	One adult person age 55 or better.	\$20/month
<u>Youth</u>	Ages 2-17. For the young person that does not fall under a Family or Adult/Child membership.	\$20/month

**Proof of address is required. (Driver's license, bank statement, voided check, or utility bill.)
All paid memberships include fitness classes, open gym activities, aquatics classes. Specialty programming may require additional costs.*

Watauga County Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>Initiation /Renewal Fee</u>
Individual	\$10	\$40	\$400	\$20
Household	\$20	\$80	\$800	\$40
Senior (55+)	\$6	\$20	\$200	\$20
Youth	\$6	\$20	\$200	\$20

Non-Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>Initiation /Renewal Fee</u>
Individual	\$15	\$60	\$600	\$30
Family	\$30	\$120	\$1,200	\$60
Senior (55+)	\$9	\$30	\$300	\$30
Youth	\$9	\$30	\$300	\$30

PROPOSED



CRC AQUATICS & FITNESS HOURS

Day	Hours	Click for
Monday through Saturday	6 a.m. till 8 p.m.	Aquatics Schedule
		Fitness Class Schedule
Sunday	12-5 p.m.	Open Gym Schedule
		Climbing Wall Schedule

* CRC hours are subject to change due to holidays, athletic competitions, special events, maintenance, or other unforeseen happenings. If you have any specific questions, please check in with our facility desk.

Board of Commissioner Notes:

We have based our proposed hours of operation on local fitness centers and gyms, as well as recreation centers across North Carolina. The numbers posted above reflect all open fitness times, aquatics times, and open gyms times.

The facility will be utilized at additional times after 8 p.m. Monday-Saturday, and after 5 p.m. on Sundays due to league play & clinic offerings.

Operational Hours

Monday –Saturday	301 days	x	14 hours/day	=	4,214 hours
Sunday	52 days	x	5 hours/day	=	260 hours
TOTAL ANNUAL HOURS OPEN					4,474 HRS

PROPOSED**CRC RENTAL FEES****Up to 2 Hours**

SPACE	MEMBER FEE	NON-MEMBER FEE	OCCUPANCY
Multi-Purpose Room	\$120	\$180	93
Party Room #1	\$30	\$45	25
Party Room #2	\$30	\$45	27
Party Room Combined	\$57	\$85	52
Full Gym	\$140	\$210	
2 Gyms	\$240	\$360	
All 4 Gyms	\$400	\$600	
Pool Parties	\$70	\$105	1-25 ppl
	\$130	\$195	26-50 ppl

2-4 Hours

SPACE	MEMBER FEE	NON-MEMBER FEE	OCCUPANCY
Multi-Purpose Room	\$216	\$324	93
Party Room #1	\$54	\$81	25
Party Room #2	\$54	\$81	27
Party Room Combined	\$103	\$154	52
Full Gym	\$252	\$378	
2 Gyms	\$432	\$648	
All 4 Gyms	\$720	\$1080	
Pool Parties	\$126	\$189	1-25 ppl
	\$234	\$351	26-50 ppl

4 Hours – All Day

SPACE	MEMBER FEE	NON-MEMBER FEE	OCCUPANCY
Multi-Purpose Room	\$348	\$522	93
Party Room #1	\$86	\$129	25
Party Room #2	\$86	\$129	27
Party Room Combined	\$184	\$276	52
Full Gym	\$480	\$720	
2 Gyms	\$822	\$1233	
All 4 Gyms	\$1369	\$2054	
Pool Parties	\$112	\$168	1-25 ppl
	\$208	\$312	26-50 ppl

PROPOSED

FACILITY RENTAL GUIDELINES



Facility Care Deposit

- \$50 clean up deposit required for the facility use. (Refundable is trash is picked up and areas are left as deemed due to normal wear and tear.)

Cancellation Policy

- We require a 24-hour notice of cancellation prior to the event. At this point, we may issue a special credit which can be applied to a future facility rental. Less than 24-hour notice will fall under our No Refund Policy, and full payment will be expected.

Outside Food Policy

- Absolutely no food will be allowed inside of the gymnasiums. For all other rental areas, prior approval must be granted to serve food during your rental time.
- No alcohol or tobacco is allowed at any of our facilities.

Set Up & Clean Up

- If an event requires early set up and clean up time (such as for large events or tournaments), a Rehearsal/ Early Set up fee will be charged. Otherwise, all time frames include the set up and clean up time, not just the time of the event.

Holiday Rentals

- Rentals will not be booked on holidays or days that Watauga County is closed, unless the event can be appropriately staffed and supported during that time. Extra fees will be charged.

Proof of Liability

- All events, other than county-related events, must provide proof of liability insurance as part of the application and contract process. Details regarding liability insurance are included on your Terms & Conditions form.

Policies Regarding Additional Needs

- Audio or visual equipment can be requested when completing the Rental Request Form. Requests for A/V must be received at least 10 days prior to the event. If an IT is either requested or required for the event, the staff fee for the tech will be billed to the user.
- The Facility Director shall be informed of any room set up requests at least 10 working days prior to the event. Room set ups will be charged to the user based on size of the room, complexity of the set up, and staff time required. If using the room "as is," there will be no set up charge assessed.
- If any additional last minute requests are made after the aforementioned deadlines, it may not be possible to meet those requests. If it is possible, the user will be responsible for any charges incurred in fulfilling the request.

Process for Facility Rentals

- Complete the Rental Request Form.
- The RRF will be reviewed to determine if the event can and should be held at the CRC.
- Once approved, the user will then be sent a Terms & Conditions form to review, sign/initial and submit to the CRC.
- All of the following documents & items must be received from the user:
 - Signed and initialed Terms and Conditions form
 - All payments received within the prescribed deadlines
 - Signed Rental Request Form
 - All advertising materials pertaining to the event.

PROPOSED

WATAUGA COUNTY PARKS AND RECREATION

Scholarship Application

(To be completed by parent or guardian)



What is a scholarship?

A scholarship is a reduced rate or free assistance for Watauga County Parks and Recreation programs and activities, based on a financial need. Scholarships apply to most programs or activities with the exception of:

- Facility Rental Fees
- Late Fees
- Adult Athletic Team or Player Fees
- Summer Day Camp or Dance Camp
- Programs of \$10 or Less

How to apply for a scholarship?

1. Simply complete the WCP&R Scholarship Application.
2. Attach support materials to substantiate annual income. Approval will not be considered without proper documentation.
3. Applicants will be notified within three business days regarding their scholarship status. The applicant is responsible for registering for the desired program or activity. Scholarship application and/or approval is separate from registration. Once approval is granted, any remaining fee must be paid, and registration completed in order for participation in any class, clinic, program, or activity. Classes or programs that are full or cancelled may not be available regardless of the scholarship status. The scholarship application will not hold a reservation for any class, clinic, program or activity with limited registration spots. The registration is not considered complete until after the scholarship is approved, and any balance is paid in full. The scholarship application must be completed at least three business days before the deadline in order to insure that the applicant has a chance to pay the balance in full prior to the program start.
4. Fax, email, drop off or mail all information to:

Watauga County Parks & Recreation
231 Complex Drive, Boone, NC 28607
(P) 2828.254.9511 (F) 828.264.9523
Email: watco.parks@watgov.org

Who is eligible to apply for a scholarship?

- Scholarships are available to Watauga County residents for recreation programs only. Scholarships are based on the number of immediate family members in the household and their combined income from all sources.
- Income is calculated on gross income (before deductions from taxes, insurance premiums, social security, and other employee deductions). Income should include net income from self-employment, social security, public assistance, alimony, child support payments, regular contributions from people not living in the same household, and monetary compensation for services such as wages, salary, commission and all other cash income.

All information contained on the application is strictly confidential. Class instructors, coaches, and program leaders are not informed of participant's scholarship status.

WATAUGA COUNTY PARKS AND RECREATION
 Scholarship Application
(To be completed by parent or guardian)



Last Name _____ First _____
 Street Address _____
 City _____ State _____ Zip _____ Watauga Co Res? _____
 Home Phone _____ Cell _____ Email _____

List all immediate family members in your household. Immediate family members include only parents and children. This does NOT INCLUDE grandparents, grandchildren, cousins, aunts, uncles, etc.

Number in family residing at the above address: _____

Name	Birthdate (month/year)	Name	Birthdate (Month/year)

TOTAL FAMILY INCOME BEFORE DEDUCTIONS (include wages of all working family members, welfare payment, pension, social security, scholarships and regular contributions from outside sources.

You MUST include documentation for all household income (Ex. Tax returns, W2 Forms, DSS form, Social Security or unemployment statements.)

Source of Income	Monthly Income	Source of Income	Monthly Income
Your Employment	\$	Workers Compensation	\$
Other Family Employment	\$	Social Security	\$
Unemployment	\$	Pension	\$
DSS Support	\$	Other (Explain source)	\$
Child/Alimony Support	\$	TOTAL MONTHLY INCOME	\$

I give permission to Watauga County Parks and Recreation Department to contact employers, social agencies, et al to verify information on this application. I also understand that deliberate misrepresentation of information negates the scholarship consideration. I hereby certify that all of the above information is true and correct to the best of my knowledge and belief:

Applicant Signature _____ **Date** _____

All information contained on the application is strictly confidential. Class instructors, coaches, and program leaders are not informed of participant's scholarship status.

INTERNAL USE ONLY: Approved % of Scholarship Reduction _____ By _____ Date _____

Community Recreation Center Budget Summary

Budget		Board Approved Budget 2018-19	CRC Proposed Budget 2020-21
106121	Aquatics	233,933	171,438
106120	Recreation-Admin	280,297	124,320
106125	Athletics	370,513	62,707
106126	Arts-Special Populations	146,199	161,064
104289	Public Building-Rec Center Membership Budget	148,785 -	675,110 25,000
Budget Totals:		1,179,727	1,219,639

Revenue		Board Approved Revenue 2018-19	CRC Proposed Revenue 2020-21
361220	Aquatics	81,000	95,408
361250	Athletics	112,000	48,885
361260	Special Pop Programs	59,000	102,050
361280	Special Programs	51,000	
385502	Senior Games	10,000	
386002	Facility Rentals	12,000	60,000
389000	Misc Revenue	1,000	
104289	Public Building-Rec Center Membership Revenue	-	420,000
Revenue Totals:		326,000	726,343

Proposed Difference \$ (493,296)

		Board Approved Budget 2018-19	WRC Proposed Budget 2020-21	Aquatics - John Forrest		
				WRC Proposed Programs	Proposed Budget	Proposed Revenue
106121	Aquatics					95,408
412100	Salaries-Regular	94,885		Part Time Staff:	126,436	
412600	Salaries-Part Time	73,780	126,436	Swim Lesson Instructors	12,896	
418100	FICA Expense	13,493	10,115	Swim Lesson Lifeguards	9,920	
418200	Retirement Contribution	7,591		Aquacise Instructors	9,000	
418300	Health/Dental Insurance	20,000		Watauga Swim Team	600	
418600	Worker's Comp	4,220	2,529	Lifeguard s- Public Swim/Lap	94,020	
418900	Deferred Comp/401K	4,744			126,436	
418901	\$30 per Month/457	720		Supplies:	32,358	
421200	Uniforms	600		Salt	2,500	
429000	Other Supplies	12,650	32,358	CO2 & Tank Rental	6,000	
432100	Telephone Service	650		Sodium Bicarbonate	80	
439500	Employee Training	600		Calcium Chloride	840	
				Testing Re-Agents	1,000	
				U.V. Bulbs	1,000	
				Muriatic Acid	938	
				Miscellaneous	20,000	
					32,358	
				Employee Training:	1,200	1,200
		Current	Proposed			
Budget Totals:		233,933	171,438	- - -	159,994	95,408
				Notes: Revenue based on swim meets, swim club fees, swim lessons, water fitness, lifeguard certification, birthday & private rentals		
		Current	Proposed			
Revenue Totals:		81,000	95,408			

	Board	WRC	Administration - Amy Parsons		
	Approved Budget 2018-19	Proposed Budget 2020-21	WRC Proposed Programs	Proposed Budget	Proposed Revenue
106120 Recreation-Admin					
412100 Salaries-Regular	175,860		Front Desk:		
412600 Salaries-Part Time	-	102,700	Staffing	81,900	
412801 Cellphone Allowance	480	-			
418100 FICA Expense	14,069	8,216	Child Care:		
418200 Retirement Contribution	14,069		Staffing	20,800	22,150
418300 Health/Dental Insurance	30,000		Supplies (one time)	1,350	
418600 Worker's Comp	2,286	2,054	mats, toys, books,rocking chair, toddler table & chairs, etc.		
418900 Deferred Comp/401K	8,793				
418901 \$30 per Month/457	1,080				
421200 Uniforms	-			104,050	
425100 Motor Fuels & Lubricants	1,800		Administration - Stephen Poulos		
425200 Tires	740				
426000 Office Supplies	7,000	1,350	Facility & Rental Fees:	10,000	60,000
429000 Other Supplies	6,000		Staffing: absorbed in custodial, FT & PT staff		
431200 Travel-Subsistence	-		Supplies: absorbed in rentals, tables, chairs & floor covering		
432100 Telephone Service	2,150				
432500 Postage	1,100				
435300 Maint./Repair Vehicles	1,000				
437000 Advertising	450				
439500 Employee Training	1,910				
443900 Rent-Equipment	880	10,000			
449100 Dues & Subscriptions	630				
449900 Misc. Expense-Senior Games	10,000				
	Current	Proposed			
Budget Totals:	280,297	124,320	- - - -	10,000	60,000
			Notes: Revenue based on averages from Smithfield, Monroe and Waynesville Recreation Centers		
	Current	Proposed			
Revenue Totals:	12,000	60,000			

		Board Approved Budget 2018-19	WRC Proposed Budget 2020-21	Athletics - Holly Gates			
				WRC Proposed Programs	Proposed Budget	Proposed Revenue	
6125	Athletics						
412100	Salaries-Regular	135,275		Adult Volleyball	Staff 790	790	1,000
412600	Salaries-Part Time	25,000	36,846				
412601	Salaries-Part Time Officials	65,000	-	Adult Basketball	Staff 567	743	945
412801	Cellphone Allowance	1,440			Supplies 176		
418100	FICA Expense	18,022	2,948	(NEW) Adult Dodgeball	Staff 1,440	2,440	2,400
418200	Retirement Contribution	10,822			Supplies 1,000		
418300	Health/Dental Insurance	30,000		(NEW) Summer Sports Camp	Staff 13,200	23,200	20,000
418600	Worker's Comp	4,730	737		Supplies 10,000		
418900	Deferred Comp/401K	6,764		(NEW) Tournaments	Staff 10,368	11,368	12,000
418901	\$30 per Month/457	1,080			Supplies 1,000		
429000	Other Supplies	50,000	22,176	(NEW) K-3 Co-ed Basketball	Staff 2,813	5,313	3,500
429801	Other Supplies-Officials	2,000			Supplies 2,500		
429802	Other Supplies-Little League	6,000		(NEW) Youth VB League	Staff 540	1,040	1,120
429803	Other Supplies-Tennis	1,500			Supplies 500		
431200	Travel-Subsistence	1,000		Open Gym:		3,500	*
432100	Telephone Service-Cove Creek Gym	430		Volleyball	250		
434100	Printing	500		Basketball	250		
439500	Employee Training	150		Youth Pickleball	500		
443900	Rent-Equipment	4,200		Adult Pickleball	700		
449900	Misc.-Coach Cert. Training	2,000		Pickleball - Nets	1,800		
451000	Capital Outlay-FFE	3,400		(initial start up)			
469508	Contracted Services-Officials	1,200		(NEW) After-school, Pre-Season Clinics		5,320	4,320
		Current	Proposed	Staff	4,320		
Budget Totals:		370,513	62,707	Supplies	1,000		
				(NEW) Toddler Sports &	Staff 2,808	5,308	3,600
				Gymnastics	Supplies 2,500		
Revenue Totals:		112,000	48,885	* Revenue built in to membership fees			
				-	-	-	59,022
					59,022		48,885
Notes:							

		Board	CRC	Public Building - Rec Center			
		Approved Budget 2017-18	Proposed Budget 2020-21	CRC Proposed Programs		Proposed Budget	Proposed Revenue
104289	Public Bld - Rec Center						
421100	Janitorial Supplies	2,800	8,500	Janitorial Supplies:	8,500		
429000	Other Supplies		25,000	Paper goods & can liners	4,000		
433100	Utilities-Electricity	20,000	190,000	Cleaning products & supplies	4,000		
433300	Utilities-Propane Gas	30,000	50,000	Drain maintaner	300		
433400	Utilities-Water	11,000	40,000	Replacement shower curtains	200		
435100	Maint./Repair Buildings	1,000	5,300				
435101	Maint./Repair Grounds	3,000	4,750	Other Supplies:		25,000	
435200	Maint./Repair Equipment	1,915	3,675	Maintenance/Repair Buildings:		5,300	
444000	Service & Maint. Contracts		28,315	Unanticipated Repairs	5,000		
449900	Misc. Expense	600	600	Pump & drain Certification	300		
458000	Capital Outlay-Bld. & Improvmt.	75,000	75,000				
469500	Contracted Services	3,470	16,970	Maintenance/Repair Grounds:		4,750	
	Staffing		227,000	Mulch	2,000		
				Ice Melt	1,500		
				Playground Equip. Repairs	750		
				Unanticipated Repairs	500		
				Maintenance/Repair Equipment:		3,675	
				Backflow device inspection	500		
				Fire Extinguisher Insp.	250		
				Boiler Inspection	100		
				Unanticipated Repair	1,500		
				Fire Alarm Inspection	1,000		
				Counter Window Test	325		
				Service & Maint. Contracts:		28,315	
				Elevator Maintenance	2,500		
				Elevator Monitoring	375		
				FAS Monitoring	240		
				HVAC Controls	12,000		
				Pool Equipment	12,000		
				Generator Maintenance	1,200		
				Miscellaneous - Permit:		600	
				Annual Permit			
				Capital Outlay-Building & Improv:		75,000	
				Capital Repairs			
				Contracted Services:		16,970	
				Mowing/Landscape	12,970		
				Carpet Cleaning	500		
				Window Washing	3,000		
				Parking Lot Vacuuming	500		
				Staffing:		227,000	
Budget Totals:		Current	Proposed				
		148,785	675,110	-	-	-	*395,110
				Notes: * Total does not include \$280,000 utilities			
Revenue Totals:		Current	Proposed				
					\$395,110		
					\$675,110		

		Board Approved Budget 2018-19	WRC Proposed Budget 2020-21	Arts-Special Populations - Keron Poteat				Proposed Budget	Proposed Revenue	
				WRC Proposed Programs						
6126	Arts-Special Populations									
412100	Salaries-Regular	61,885	137,240	Fitness Classes:				43,970	*	
412600	Salaries-Part Time	40,000		Staffing			43,470			
412801	Cellphone Allowance	480	10,979	Expenses	(mats, blocks, bands)		500	92,950		
418100	FICA Expense	8,151								
418200	Retirement Contribution	4,951		School Based:					50,350	
418300	Health/Dental Insurance	10,000	Staffing			44,050				
418600	Worker's Comp	2,038	2,745	Supplies	(games, arts, activities)		6,300			
418900	Deferred Comp/401K	3,094								
418901	\$30 per Month/457	360	10,100	Senior Programs:					51,630	5,400
429000	Other Supplies	3,460		Staffing			49,680			
429805	Other Supplies-Special Pops	840		Supplies	(fitness modifications, arts)		1,950			
429806	Other Supplies-Holiday Program	800							3,700	
429807	Other Supplies-Special Pops Ed.	-	Specialty:				1,390			
431100	Travel-Mileage	250	Staffing			40				
431101	Travel-Contracted	2,000	Supplies	(decorations, food, art)		1,350				
431200	Travel-Subsistence	-								
439500	Employee Training	650								
469509	Contracted Services-Programs	7,240								
		Current	Proposed							
	Budget Totals:	146,199	161,064	-	-	-	-	147,340	102,050	
				Notes:						
		Current	Proposed							
	Revenue Totals:	59,000	102,050							



WATAUGA COUNTY PARKS & RECREATION

2019 Annual Pre-Budget Retreat

231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523



www.wataugacounty.org

Total Estimated increase in Expenditures for Athletics = \$57,222
Total Estimated increase in Revenues in Athletics = \$48,885*

* Open Gym Pickleball, Volleyball and Basketball will be offered and the revenues will be shown in Membership Revenues rather than Athletic Revenues. However, the cost associated with these will be reflected in Athletic Expenditures.

Adult Volleyball

Game Staff = \$5265
Equipment & Supplies = \$1,270
Total Expenditures = \$6,535
Current Total Revenues = \$6,500
Projected increase of 15%
Increased Expenditures = \$790
Increased Revenues = \$1000

Adult Basketball

Game Staff = \$3,780
Equipment & Supplies = \$1,172
Total Expenditures = \$4,952
Current Total Revenues = \$6,300
Projected increase of 15%
Increased Expenditures = \$743
Increased Revenues = \$945

K-3rd Grade Co-ed Basketball ***New Program***

Game Staff = \$2,813
Equipment & Supplies = \$2,500
Total Expenditures = \$5,313
Estimated Total Revenues = \$3,500

Youth Volleyball League ***New Program***

Game Staff = \$540
Equipment & Supplies = \$500
Total Expenditures = \$1,040
Estimated Total Revenues = \$1,120



WATAUGA COUNTY PARKS & RECREATION

2019 Annual Pre-Budget Retreat



231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523

www.wataugacounty.org

Adult Dodgeball ***New Program***

Game Staff =	\$1,440
Equipment & Supplies =	\$1,000
Total Expenditures =	\$2,440
Estimated Total Revenues =	\$2,400

After-school, Pre-Season Clinics ***New Program***

Staff =	\$4,320
Equipment & Supplies =	\$1,000
Total Expenditures =	\$5,320
Estimated Total Revenues =	\$4,320

Summer Sports Camps ***New Program***

Staff =	\$13,200
Equipment & Supplies =	\$10,000
Total Expenditures =	\$23,200
Estimated Total Revenues =	\$20,000

Tournaments ***New Program***

Estimated 4, two-day tournaments for youth and/or adult

Staff =	\$10,368
Equipment & Supplies =	\$ 1,000
Total Expenditures =	\$11,368
Estimated Total Revenues =	\$12,000*

*increase by charging gate

Toddler Sports & Gymnastics***New Program***

2 times per week, 10:30 to 11:15, ages 2 – 4. Class size limited to 12 students.

Staff =	\$2,808
Equipment & Supplies =	\$2,500
Total Expenditures =	\$5,308
Estimated Total Revenues =	\$3,600



WATAUGA COUNTY PARKS & RECREATION

2019 Annual Pre-Budget Retreat



231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523

www.wataugacounty.org

Option to contract with local gymnastics group to provide gymnastic opportunity one time each week

Open Gym Youth Pickleball

Revenues – included in membership fee

Estimated Expenditures = \$500

Open Gym Pickleball

Revenues – included in membership fee

Estimated Expenditures = \$700

Initial start up expenditure = \$1800 for nets

Open Gym Volleyball

Revenues – included in membership fee

Estimated Expenditures = \$250

Open Gym Basketball

Revenues – included in membership fee

Estimated Expenditures = \$250

PART-TIME FRONT DESK SCHEDULING

New Recreation Center Hours

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00	1	1	1	1	1	1	
7:00	1	1	1	1	1	1	
8:00	1	1	1	1	1	1	
9:00	2	2	2	2	2	2	
10:00	2	2	2	2	2	2	
11:00	2	2	2	2	2	2	
12:00	2	2	2	2	2	2	2
1:00	2	2	2	2	2	2	2
2:00	2	2	2	2	2	2	2
3:00	2	2	2	2	2	2	2
4:00	2	2	2	2	2	2	2
5:00	2	2	2	2	2	1	2
6:00	1	1	1	1	1	1	
7:00	1	1	1	1	1	1	
8:00							
9:00							

Pool Open
Building Closed

*Does not include full time person but assuming there is at least 1 full time employee in the building i.e. maintenance, pool, supervisor etc.

Monday - Saturday = 23 hours each day @ \$9.50/hr = \$218.50 x 6 days (138 hours) = \$1311.00

Monday - Saturday = 23 hours each day @ \$10.50/hr = \$241.50 x 6 days (138 hours) = \$1449.00

Sunday = 12 hours @ \$9.50/hr = \$114.00

12 hours @ \$10.50/hr = \$126.00

Weekly total hours open: 90

@ \$9.50 per hour Weekly total payroll: \$1425.00 Total Annual Payroll: \$74,100.00

@ \$10.50 per hour Weekly total payroll: \$1575.00 Total Annual Payroll: \$81,900.00

I anticipate we will need 7 part time (20+/- hrs per wk) employees to cover this schedule.

CHILDCARE SCHEDULING

New Recreation Center

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00							
7:00							
8:00							
9:30	2	2	2	2	2		
10:30	2	2	2	2	2		
11:30							
12:00							
1:00							
2:00							
3:00							
4:00							
5:30	2	2	2	2	2		
6:30	2	2	2	2	2		
7:30							
8:00							
9:00							

Weekdays = 4 hours each day @ \$10.00/hr x 2 part time employees =
\$40 x 5 days (40 hours) = \$400.00

Weekly total hours open: 20

Weekly total payroll: \$400.00

Total Annual Payroll: \$20,800.00

I anticipate we will need 2 part time (20 hrs per wk +/-) employees to cover this schedule.

***MUST pre-register.**

ELDER/DEMENTIA CARE SCHEDULING

CAREGIVER'S TIME OUT

New Recreation Center

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00							
7:00							
8:00							
9:30							
10:30							
11:30							
12:00							
1:00							
2:00	1	1	1	1	1		
3:00	1	1	1	1	1		
4:00							
5:30							
6:30							
7:30							
8:00							
9:00							

Weekdays = 2 hours each day @ \$10.00/hr x 1 part time employee =
 \$20 x 5 days (10 hours) = \$100.00

Weekly total hours open: 10

Weekly total payroll: \$100.00 Annual Total Payroll: \$5200.00

I anticipate we will need 1 part time (20 hrs per wk +/-) employee to cover this schedule.

***MUST pre-register.**

As need increases, times and activities will be expanded.

REVENUE VS. COST PROJECTIONS/SPECIAL PROGRAMMING

Program	Revenue	Cost
Home School PE	\$6,300	\$0
All A's Program	\$57,000	\$32,350
Snow Day	\$6,250	\$5,500
Holiday Camps	\$5,000	\$4,000
Summer Camp	\$18,400	\$8,500
Home for the Holidays	\$3,200	\$2,250
Halloween Fest	\$200	\$200
Breakfast W/ Santa	\$250	\$190
Spin Class	*	\$6,210
Zumba	*	\$6,210
Yoga	*	\$6,710
Additional Fit Classes	*	\$24,840
Senior Fit & Health Classes	*	\$45,360
Senior Craft/Cultural Classes	\$4,800	\$5,120
Senior Prom/Spring Formal	\$600	\$150
Membership		\$25,000

--

TENTATIVE PROGRAMS FOR FITNESS/SPECIAL PROGRAMMING



YOUTH

Home School Leagues & PE Classes
All A's Program
Holiday/Snow Day Programs
Summer Camps

GENERAL POPULATION

Exercise & Wellness Programs
Educational Seminars
Lunch Leagues

SENIOR

Exercise & Wellness Programs
Nutrition Classes
Craft & Cultural Classes
Educational Seminars
Silver Sneakers/Silver Striders
Bingo/Rook/Bridge

SPECIALTY PROGRAMS

Tournaments for Everything!
Craft & Holiday Expos
Indoor Movies (Drive-in and Dive-Ins)
Holiday Camps (Breakfast with Santa/Fall Festival, etc)
Youth Dances
"Senior" Prom
Halloween House
Themed Birthday Party Packages



**WATAUGA COUNTY
PARKS AND RECREATION**

FITNESS PROGRAMMING COMMUNITY RECREATION CENTER

SPIN CLASS

Supply: \$0 (Bikes included in fitness budget)

Staff: $\$18 \times 1.5h \times 5d/w \times 46w = \$6,210$

Expense: \$6,210

Revenue: Will be offset by membership fees

Net: -\$6,210

ZUMBA

Supply: \$0

Staff: $\$18 \times 1.5h \times 5d/w \times 46w = \$6,210$

Expense: \$6,210

Revenue: Will be offset by membership fees

Net: -\$6,210

YOGA

Supply: \$500 (Mats, blocks)

Staff: $\$18 \times 1.5h \times 5d/w \times 46w = \$6,210$

Expense: \$6,710

Revenue: Will be offset by membership fees

Net: -\$6,710

ADDITIONAL FIT/CARDIO CLASSES

Supply: \$0

Staff: $\$18 \times 1.5h \times 5d/w \times 46w \times 4classes = \$24,840$

Expense: \$24,840

Revenue: Will be offset by membership fees

Net: -\$24,840



**WATAUGA COUNTY
PARKS AND RECREATION**

SENIOR PROGRAMMING COMMUNITY RECREATION CENTER

SENIOR FIT/CARDIO CLASSES

Supply: \$1,000

Staff: $\$18 \times 1.5h \times 4d/w \times 42w \times 10classes = \$45,360$

Expense: \$45,360

Revenue: Will be offset by membership fees

Net: -\$45,360

SENIOR CRAFT/CULTURAL CLASSES \$5/CLASS

Supply: \$800

Staff: FT Staff + $\$18 \times 1e \times 3h \times 2d \times 40w = \$4,320$

Expense: \$5,120

Revenue: $\$5 \times 12p \times 2d \times 40w = \$4,800$

Net: -\$320

SENIOR PROM/SPRING FORMAL \$10

Supply: \$150 (Decorations/food)

Staff: \$0 (FT Staff)

Expense: \$150

Revenue: $\$10 \times 30p \times 2d = \600

Net: \$450

SPECIALTY PROGRAMMING COMMUNITY RECREATION CENTER



HOME FOR THE HOLIDAYS MARKET \$100/VENDOR + \$5 DOOR

Supply: \$1000 (Chairs, tables, floor covering)

Staff: \$0 (FT)

Expense: \$1000

Revenue: $\$100 \times 25v = \$2,500 + \$5 \times 150p = \750 TOTAL = \$3,250

Net: \$2,250

HALLOWEEN FESTIVAL \$2/PERSON

Supply: \$200

Staff: \$0 (FT + volunteers)

Expense: \$200

Revenue: $\$2 \times 100p = \200

Net: \$0

BREAKFAST WITH SANTA \$5/PERSON

Supply: \$150

Staff: $\$20 \times 2h = \40

Expense: \$190

Revenue: $\$5 \times 50p = \250

Net: \$60



**WATAUGA COUNTY
PARKS AND RECREATION**

SCHOOL-BASED PROGRAMMING COMMUNITY RECREATION CENTER

HOME SCHOOL PE \$5/CLASS

Supply: \$0

Staff: \$0

Expense: \$0 (run by existing FT staff)

Revenue \$5/class x 10 students x 3days/week x 42 weeks = \$6,300

Net: \$6,300

ALL A'S PROGRAM \$200/MONTH

Supply: \$4000 (Crafts, Gatorskin balls, play equipment)

Staff: \$10 x 4.5h x 3e x 5d x 42w = \$28,350

Expense: \$32,350

Revenue: \$200/month x 30participants x 9.5 months = \$57,000

Net: \$24,650

HOLIDAY/SNOW DAY \$25/DAY

Supply: \$1,000 (Crafts, snacks, games, etc)

Staff: \$10 x 10h x 3e x 15sd = \$4,500

Expense: \$5,500

Revenue: E: \$25 x 25p x 10sd = \$6,250

Net: \$750

HOLIDAY CAMPS \$125/WK

Supply: \$800

Staff: \$10 x 10h x 16d x 2e = \$3,200

Expense: \$4,000

Revenue: \$125 x 20p x 2w = \$5,000

Net: \$1,000

SUMMER ADVENTURE CAMP \$105/WK

Supply: \$500

Staff: \$10 x 10h x 40h/w x 2w = \$8,000

Expense: \$8,500

Revenue: \$115 x 80p x 2w = \$18,400

Net: \$9,900



America's #1

FITNESS EQUIPMENT SOURCE

Since 1937

Watauga County Parks & Recreation Initial Budget Fitness

Cardio Equipment

Treadmills x 15	\$5500 (LCD console, can add TV)	\$ 85,000
Arc Trainer x 6	\$5500 (Standard Console)	\$ 34,000
Rec. Bikes x 4	\$2600 (Standard Console)	\$ 11,000
Upright Bikes x 3	\$2400 (Standard Console)	\$ 7,000
Expresso Bike VR x 2	\$4995 (yearly contract \$749)	\$ 12,000
Octane Elliptical x 8	\$4800 (Standard Console)	\$ 39,000
Octane Seated Ellip x 3	\$3500 (Standard Console)	\$ 10,500
Octane Lateral Trainer x 3	\$4900 (Standard Console)	\$ 15,000
Octane Max Trainer x 4	\$2600	\$ 10,000
Rowers x 4	\$1695 (water rower)	\$ 7,000
Airdyne x 4	\$895	\$ 4,000
Spin Bikes x 20	\$1795 (with power meter)	\$ 36,000
Flight bike competition	\$8000 (includes training)	\$ 8,000
Aerobics room accessories (balls, bands, steps, DB)		\$ 15,000

Strength Equipment

Cybox 12 piece circuit	\$ 44,000
Power Play Cable Cross w/ functional training	\$ 20,000
Plate loaded (smith, LP, CP...)	\$ 15,000
Free Weight (DB's, Benches, Plates, Racks)	\$ 15,000

Functional Training

Torque Racks (custom labs for functional training)	\$ 12,000
Accessories (Sparc, Hitmill, Air-runner...)	\$ 20,000

TOTAL BUDGET FOR EQUIPMENT ***\$420,000***

Allow for price increases and ancillary products
Additional 10%-12% ~ \$45,500 freight and installation

John Pitt, NC/SC Commercial Sales - 704-661-6543 - johnp@gymsource.com - www.gymsource.com

"The bitter taste of poor quality lingers long after the sweet taste of low price is forgotten"

WATAUGA COUNTY PARKS AND RECREATION

Swim Team Contract Fees & Considerations



Currently —

- Swim Team pays \$4,000 per year
- Every swim team member must have a current swim pass (daily, 1 mo., 3 mo. — their choice)
- Estimated \$5,000 annually in revenue.

New Proposal —

- Swim Team will pay \$6,500 per year
- Every swim team member must have a swim pass.
- Estimated that more swim passes will be sold as families/parents will be much more likely to join with fitness facility options.

Swim Meets —

- Stephen is researching swim meets to include WHS. Lees-McRae is interested in running meets as well.

Annual Contract & Liabilities—

- John Forrest has included a formerly drafted contract for the Swim Team. At this point, there is not, and never has been a signed contract of any sort with the Swim Team. This puts Watauga County, the Swim Complex (and John) in an extremely liable position. Without a contract, Watauga County is responsible for any injuries, accidents or incidents incurred by the Swim Team.
- Attachments include highlights of critical information from USA Swimming (the governing body) for consideration.

01/31/19
SR

Year-round Club Table of Contents

Year-round Club Membership..... 1C

Organization Membership..... 2C

Processing Year-round Club and Organization Memberships 3C

New Club Application Process..... 4C

Important Legal Issues for USA Swimming Clubs..... 5C

What to do About Delinquent Dues and Fees 6C

Insurance Certificates 7C

+ Suggestion from USA Swimming:

members, coaches, & clubs must be in good standing w/ USA Swimming

+ For specific requirements in regards to good standing:
George Ward (Risk mgt)

719-866-3464

Year-round Club Membership

USA Swimming Rules and Regulations, ARTICLE 502 - MEMBERSHIP

502.3 Group Membership

- .1 Club Membership
 - A Club membership is for a calendar year. A club applying for membership on or after September 1 will receive membership valid through December 31 of the following year.
 - C An LSC shall not impose requirements for Club Membership in addition to those set forth in Article 502.

502.6 Privileges and Responsibilities of Membership

- .2 All clubs, including seasonal clubs, shall ensure that all athletes and coaches participating in practices and USA Swimming sanctioned competition, are members of USA Swimming.
- .4 Anyone who coaches swimmers at a USA Swimming practice or competition, must be a coach member of USA Swimming and must have satisfactorily completed safety training, criminal background checks and other coach education as required by USA Swimming.
- .5 A coach member of USA Swimming must be at least 18 years of age.
- .7 All clubs which register for the first time as a year-round club member shall comply with the New Club Membership Requirements established by USA Swimming.
8. All clubs are required to comply with USA Swimming Pre-Employment Screening Procedures for New Employees for all new employees who are required to be members under 305.4 or 502.6.4.

502.7 Fees

- .1 The annual fee for each class of membership is composed of the following elements
 - A A national fee established by the Board of Directors and House of Delegates, and
 - B A local fee established by the LSC, except in the case of Outreach Membership, where a local fee not to exceed \$2 may be established.

The fee for year-round club membership in USA Swimming is determined annually by USA Swimming and may include any additional fee the LSC may establish. Year-round club membership is for a calendar year period (January through December). New year-round clubs applying for membership on or after September 1 will be given membership valid through December of the following year.

Benefits of club membership in USA Swimming include:

1. Liability insurance (see Insurance Section for further explanation)
2. A current copy of *USA Swimming Rules and Regulations*
3. Availability of programs offered through USA Swimming such as Winning Spirit Camps, Sprint Star, Go for the Gold, Partners Program and the USA Swimming Camp Program.

Once National Headquarters receives a club's registration, an initial mailing is sent which includes the three benefits mentioned above. Additional mailings are sent throughout the year on an as needed basis.

Club membership cannot be transferred between LSCs. For a club to become a member of another LSC, redistricting procedures have to be met. Reference *USA Swimming Rules and Regulations*, Article 604 LSC Redistricting Procedures or 604.1 Change in LSC Affiliation by a Club member.

Organization Membership

USA Swimming Rules and Regulations, ARTICLE 502 - MEMBERSHIP

502.3 Group Membership

.2 Organizational Membership

- A The Board of Directors may establish classes of organizational membership.
- B Any organization which is interested in competitive swimming, on either the national, state or local level, may join USA Swimming.

Organizations are group members that conduct a program in swimming (schools, recreation districts, swim leagues, YMCA, AAU, zones of LSCs) which may also have USA Swimming member clubs within its program; other groups which are composed of persons joined together in support of swimming or some aspect of it (Rotary Club, Boy Scouts, athletic clubs, Chamber of Commerce, city government) or anyone who evidences an interest in the sport of swimming and wishes to support it.

Organizations **DO NOT** have athlete or coach members.

The fee for an organization membership in USA Swimming is \$70.00 and any additional fee the LSC has established.

Organization membership period is for a calendar year (January - December). A new organization applying for membership on or after September 1 will be given membership valid through December of the following year.

Benefits of an organization membership in USA Swimming include a current copy of *USA Swimming Rules and Regulations*.

Once National Headquarters receives an organization's registration, an initial mailing is sent to each organization.

An "organization" **does not have insurance coverage**. Organizations can acquire specific certificates of insurance upon application through the Risk Management Director at National Headquarters. For example, a swim league organization member may request a sanction for a swim meet. The league then requests insurance coverage by calling the Risk Management Director at National Headquarters to request an additional insured endorsement for the specific event.

Organization membership cannot be transferred between LSCs. For an organization to become a member of another LSC, redistricting procedures have to be met. Reference *USA Swimming Rules and Regulations*, Article 604.

Organizations do not have an option of "seasonal" membership.

Processing Year-round Club and Organization Memberships

It is the Registration/Membership Chair's responsibility to maintain a current file of clubs and organizations registered in their LSC. Maintenance of these files includes registering new clubs, re-registering clubs, and changing club data. Clubs cannot transfer from one LSC to another without redistricting procedures having been met.

- A. Club/organization application forms are available from National Headquarters, or you may devise one of your own. Be sure if you compose one for your LSC that it has all the information required by National Headquarters. **All NEW club registrations must use the forms required from USA Swimming National Headquarters to be submitted for approval of membership, in addition to any LSC forms.**
- B. **Verify that the coaches submitted with each club application are USA Swimming certified coach members with current memberships in SWIMS.**
- C. **Any coach of record on the club membership application must be a minimum of 18 years of age. His/her date of birth is required information.**
- D. **Clubs must have a minimum of one USA Swimming registered coach and one USA Swimming registered athlete. Organizations DO NOT have coach or athlete members.**
- E. Enter the clubs/organizations into the SWIMS database.
- F. **If a club loses its only USA Swimming registered coach, the following steps should be followed:**
 1. **If a coach has not been secured, the club's membership should be changed from a club to an organization. An organization does not have insurance.** The athletes need to be unattached, which means they cannot represent their club for scoring or participate in relays. By leaving the club in the database as an organization, it can easily be reinstated as a club when you receive the new coach's certifications.
 2. **Once a coach is obtained, the organization should be changed back to a club and the athletes can reattach to the club as long as they have not represented another club during the period of unattached status. If the athletes attach to another club during this period, the 120-day rule must be observed.**
- G. Two resources are available to get help while using SWIMS. You may access the private registration section on the USA Swimming website for tutorials and best practices, or, if you cannot solve an issue, you can get technical support from USA Swimming Member Services during their business hours.
- H. Monthly accounting periods end at midnight on the last day of the month. When you close your monthly accounting period, print or save to a file each month's Club Report and the LSC Transaction Report for the month. Your LSC Treasurer (or person designated to receive invoices) will be billed by National Headquarters for the monthly membership activity.
- I. The membership year officially ends on August 31st, any memberships you receive after the 31st should be considered effective for the new membership year.
- J. Although there are no set guidelines, National Headquarters suggests that you keep club applications for three years only because of some outside chance that within that period of time there would be a need for confirmation of membership.

Directions for LSC Membership Chairs: New Club Application Process

Initial Contact or Request for Information

- Each LSC Membership Chair should know how to access the new club packet on the USA Swimming website. The packet is updated frequently and without notice, so always refer to the website instead of to older versions.
- If request for information is first received at NHQ, the packet will be sent to requestor with contact information for appropriate LSC Membership Chair.
- If request is first received at LSC level, the LSC should provide information on how to find the Prospective Club packet on the USA Swimming website.

Responding to Questions

- For the convenience of our members, general questions regarding new club membership can and should be addressed by the LSC Membership Chair, the Member Services department at NHQ, and/or the appropriate Sport Development Consultant. We will develop and publish a set of FAQ's to assist in this area.
- Any questions or requests regarding unusual situations or exceptions to the stated requirements for new clubs should be directed to Pat Hogan (phogan@usaswimming.org) or Tom Avischious (tavischious@usaswimming.org) at the NHQ (719-866-4578).

Processing the Application Package

- Once completed by the club, the application package should be sent to the LSC Membership Chair.
- Upon receipt, the Membership Chair will review the required forms and materials and utilize the "Checklist" to acknowledge receipt of required forms and documentation. The LSC Membership Chair is responsible for:
 - Ensuring that all required forms and materials are included.
 - Club's Federal tax ID# is listed on the Checklist.
 - Application fee has been received.
 - Head Coach's education and certification requirements have been met.
- If the package is incomplete, the Membership Chair will notify the club of this fact and place the club's application for membership in a pending status until all materials have been received and all requirements are met. **Please do not forward an incomplete packet to NHQ.**
- Once the application package is deemed complete, the LSC Membership Chair can fax (719-866-4669) attn: Club Development or make copies of the following items and forward the copied information to:
 - Club Development Department
 - USA Swimming
 - 1 Olympic Plaza
 - Colorado Springs CO 80909
 - 719-866-3576

The items forwarded by the LSC should include:

- Requirement Checklist
 - Team Mission Statement
 - First-Year Budget
 - Safety Action Plan(s)
 - Facility Use Confirmation Form
 - Certificate of completion of the on line Club Leadership Business Management 101 (Must be completed by the Head Coach and one other non-athlete member of the new club)
 - Documentation verifying head coach has met education and/or experience requirements (NHQ does not need the coach's membership application). It is recommended that the coach membership be processed in SWIMS as an unattached Coach member.
 - Any other parts of the package deemed necessary (i.e. if there is a question).
- Once received at NHQ, the package will be distributed to the appropriate Sports Development Consultant for review. After the application has been approved, a Club Development staff member will notify the LSC Membership Chair that club membership has been granted.
 -
 - To complete the process, the LSC Membership Chair (or designee) will:
 - input the new club membership information into SWIMS (**please do not enter the new club into SWIMS until NHQ approval is received**),
 - and, notify the club that its application has been accepted..

Club Leadership/Business Management School

- The Sport Development Consultant will make contact with the club to schedule participation in a CLBM 201 School prior to the first renewal of the new club. The consultant will, in turn, notify the LSC Membership Chair when the new club meets the CLBM 201 requirement.



MEMO

TO: LSC General Chairs
LSC Permanent Offices

FROM: Jeff Gudman
National Administration Vice President

DATE: October 12, 2005

SUBJECT: LSC Location for a NEW club

Attached is the new policy recently adopted by the USA Swimming Board for the LSC location when a new club comes into existence.

BACKGROUND

Since USA Swimming came into existence over 25 years ago there have been significant changes and growth in the population of the country. Over the years LSC boundaries have been modified, new LSC's have formed and boundaries have been clarified. Because of the population growth across the country, there have been some disagreements as to which LSC a new club should be in when a new club comes into existence. This has been particularly the case with smaller geographic size LSC's and LSC's with substantial population growth "spilling" over the LSC boundary line. The growth in population since the original LSC boundaries were drawn and the desire for parents, coaches and swimmers to minimize weekend travel has resulted in some disagreements about which LSC a new club should register when a new club is formed.

In late 2004, at the request of two LSC's, Potomac Valley Swimming and Virginia Swimming, a facilitated process was initiated to address this question. Beginning last January over a period of several weeks, including a day long session, the Virginia and Potomac Valley LSC's agreed on criteria for the location of a new club when it forms. Although the issue began with Potomac Valley and Virginia, it has application elsewhere.

All the impacted parties have agreed to the recommendation. The rules committee recommended, almost unanimously, that the criteria be a part of the board policy manual. At the September 2005 Board meeting at convention, the Board adopted the recommended policy.

A special thanks should go to Jim Garner, General Chair of Potomac Valley, George Homewood, General Chair of Virginia Swimming, Peter Carney, facilitator of the day long meeting, the participants at the day long meeting with Potomac Valley and Virginia Swimming and the respective boards of Potomac Valley Swimming and Virginia Swimming.

Criteria for New Club LSC Assignment Location

- 1) The location of the pool(s) in which the club is initially planning to practice.
- 2) The residential location of a majority (plurality) of the athletes expected to initially register with the club.
- 3) The LSC it is in the best interest of the club to be registered. If this is different than the LSC listed in questions 1 – 2, please provide an explanation.

If the answer to questions 1-3 only list one LSC, then the Registrar of that LSC may accept (recommend to that LSC) that the club be registered -- provided all other relevant criteria are met.

If more than one LSC is listed, then the appropriate LSCs shall consult. If they agree, then that shall determine the LSC in which the club registers.

If the LSCs do not agree, the Local Administration Vice President in consultation with the USA Swimming Club Development Director and others shall decide in which LSC the new club shall register.

2/17/05
Modified 3/7/05
Modified 3/8/05
Modified 3/13/05
Modified 6/4/2005

Sponsored by

Peter Carney (facilitator)
Ed Dellert – Eastern Zone coach Representative
Pete Gannon – Eastern Zone – non-coach representative
Jim Garner – General Chair – Potomac Valley Swimming
George Homewood – General Chair – Virginia Swimming
Jeff Gudman – National Administration Vice President
Mary Jo Swalley – Local Administration Vice President



Important Legal Issues for USA Swimming Clubs

Clubs have certain legal obligations and duties when joining USA Swimming to protect themselves, their members, and USA Swimming from financial losses. Listed below are a number of items that the club must be aware of.

Facility Contracts

All member clubs that enter into contracts for the use of facilities owned by others must be careful with regard to the indemnity and hold harmless language that is used. In the insurance packet there is a section on facility's contracts. The highlighted language is the important language to review. The totally objectionable part to that is the following:

"Including that caused by the negligence of the owner or its agents or employee."

The language that you must be careful of is language that says "during your use of the facility." USA Swimming insurance policy is structured to cover indemnity clauses only for acts and liability arising out of your activities. It is not in place to cover losses occasioned by the facility's deficiencies.

As an example, some contracts that are presented to you by entities would require an indemnification so that if a roof collapsed your club would be responsible for any injuries that were caused. Further, if a hot water boiler blew up and caused injuries, your club would be responsible.

Those are the kinds of indemnity clauses that you should avoid because there is no logical reason why you should be responsible to pay for injuries occasioned by those occurrences. Your club should only be agreeing to indemnify the owner for any injuries caused by you and your activity.

It is suggested that you seek legal counsel in your own community or at least your own state with regard to these clauses as each state has its own rules.

Club Organization

Each club is an autonomous body organized and operated under the laws of their state. The officers should be sure that they are in total compliance with the laws of their state for their operation. This review would be valuable for protection of the officers and board members as well as the employees of the club.

Compliance with USA Swimming Rules

Each club has a legal obligation that, if it desires to remain in good standing within USA Swimming, it complies with the rules and regulations of USA Swimming. These rules relate to sanction of meets, proper registration of coaches, implementation of safety programs, compliance with membership requirements, and other obligations as set forth in the rules and regulations of USA Swimming. In particular, note that all athletes and all coaches must be USA Swimming members.

Note: The very last paragraph states each club has a legal obligation to comply with USA Swimming rules and regulations. The responsibility is ultimately on the club.

If a club is not complying with the USA Swimming rules, as Registration/Membership Chair you should notify them of their non-compliance, preferably in writing, so you have a copy. If they do not respond, bring it to the attention of your LSC Board of Directors. Once you have notified your Board of Directors it is up to those committees to handle the non-compliance. Document everything in these types of situations.

County currently has all of this liability

This needs to be done or County is liable until we close!

What to do About Delinquent Dues and Fees

Club. What do you do if an athlete fails to pay his club dues and assessments?

203.5 When transferring between LSCs or clubs within the same LSC, the swimmer shall submit a completed transfer form in accordance with USA Swimming procedures. LSCs may not establish procedures for transfers, which effectively deny a swimmer the right to transfer from one LSC or club to another.

203.6 If a member club of an LSC has secured a court judgment against an athlete member (or his/her parents or custodians) for non-payment of club membership dues and fees which entitle the athlete to compete attached to the club that athlete shall be ineligible to represent any USA Swimming member club until the judgment is paid.

502.8 Delinquent Dues and Fees. If any member or the legal representative of any member has secured a court judgment against any other member for non-payment of financial obligations due such member in the normal and usual course of activities or business associated with membership in and of swimming, that member's membership rights may be suspended only after a hearing before the Zone Board of Review until the judgment is satisfied.

These sections are intended to cover only the situation in which the athlete (or his parents or custodians in case of a minor) fails to pay club dues or participatory fees which enables the athlete to represent that club in attached competition. That is why this section is in Article 203 governing athlete representation.

The athlete cannot be penalized, for example, if a judgment is obtained against his/her parents for an obligation completely independent of payment of club dues and participatory fees.

Procedure. If the indebtedness is acknowledged and not paid, the solution is simple. The athlete may be suspended from any activity, including competition, until the indebtedness is paid. *How many kids are currently not members? Liability on County?*

If the indebtedness is denied, the club must obtain a court judgment for the indebtedness. This is usually a very quick procedure in a Small Claims Court. Pending that judgment, the athlete is entitled to compete.

If the problem arises in a situation where an immediate decision must be made (such as on deck during a swim meet), have an Emergency Hearing. The athlete may be permitted to swim under protest.

The reason for enactment of Section 203.6 is obvious. An LSC must never get involved in intra-club disputes (club v. coach, coach v. athlete, club v. athlete, club v. member, etc.). Consequently, the Zone Review Section does not have jurisdiction unless the dispute involves a general factual situation or a general principle that is of concern to the LSC itself. An LSC could be overwhelmed with trying to resolve inner-club disputes if the rule were otherwise. Each club should have its own procedure for resolving them in its bylaws.

Insurance Certificates

Certificate of Insurance

Certificates of Insurance are automatically sent to the contact person listed for each USA Swimming member club with the yearly insurance information packet. This packet is mailed from National Headquarters within 30 days after the club's membership is entered into the SWIMS database by the LSC Registrar.

Additional Insured Endorsement

An Additional Insured Endorsement provides important benefits to an entity or facility outside the control of USA Swimming.

When an Additional Insured Endorsement is issued, the third party is included (named) on the USA Swimming general liability policy for defense costs and awards associated with claims arising out of a USA Swimming club's use of the third party facility. Coverage is provided for claims resulting from a USA Swimming Member Club's or individual's negligence. Therefore, clubs should not "volunteer" to include a facility under the USA Swimming coverage as Additional Insured. It may be unavoidable if the facility's contract requires it or if the club is unable to use the facility without having the endorsement in place.

These endorsements are **not** automatically renewed. A request must be made annually for each Additional Insured Endorsement. *Is watauga County endorsed?*

Clubs can request their Additional Insured Endorsements online by following the directions on the next page, to Step 2. Their club USER ID is their LSC Code plus your their Club Code, e.g. IL-FAST. Password: SWIM (all in caps, no spaces).

Local Swimming Committees are able to request Additional Insured Endorsements online as well. Following the directions on the next page, to Step 2, the LSC will enter the LSC 2-letter code plus the 4-letter code that has been designated for LSCs only, i.e., AD-LSCX, CC-LSCX, etc. (all caps, no spaces). Then continue with the same password the clubs use "SWIM" and follow the process through step-by-step.

The limits of coverage are \$1,000,000 Occurrence with an Unlimited General Aggregate. The Sexual Misconduct Limits of Liability are \$1 Million Each Occurrence/\$5 Million General Aggregate. If your facility requires limits greater than the primary limits, you have \$4 Million in Excess Liability Limits Each Occurrence/General Aggregate. In addition, you have \$5,000 medical payments coverage for injuries to members of the public - non-USA Swimming members and \$1 Million in liability coverage limits for damage to premises rented to you. As always, if you have any questions or special needs please contact Risk Management Services via email - Kim Tate, ktate@theriskpeople.com, or Debbie Williams, dwilliams@theriskpeople.com. The new requirements should meet all of the special requests that we have received in the last year. The phone number for Risk Management Services is 1-800-777-4930.

Additional Insured Certificates for USA Swimming Member Clubs

A location your club is swimming at might ask you to be added as Additional Insured to your policy. You are responsible for processing these requests yourself directly over the Internet 24 hours a day, 7 days a week. Please call 1-800-777-4930 # 10 or 13 with any questions or for assistance. DO NOT CONTACT CERTIFICATES NOW DIRECT, they will not be able to assist you. Please note, unless there are special requirements or additional wording for the certificate, there is a \$25.00 charge for any certificates processed by Risk Management Services, Inc.

1. Go to www.certificatesnow.com.
2. Enter your User ID & Password in CAPITAL LETTERS:
(the codes are in your USA Swimming membership renewal pack)

USER ID: 2 digit LSC code, a dash (-), plus your 2 to 4 digit club code.
(Example: CO-XXXX)

PASSWORD: SWIM (DO NOT CHANGE THIS PASSWORD)

3. Click on "Deliver Certificates" in the middle of your screen.
4. Select the "2016 USA Swimming Certificate" and hit Continue.

Please do not add your own **SWIM CLUB NAME** or **ANY INDIVIDUAL PERSON** as recipient. It has to be the facility or facility owner that asked you for this Certificate and you always need the facility or facility owner's address, no matter which delivery method you choose.

5. Now you can either:

- a) Select a Recipient (Certificate Holder) and hit "Continue". Add New Recipient if none showing.
- b) Change a Recipient (Certificate Holder) by clicking on the blue name. The field will open and you can edit the information. Make sure to save the information, select the Holder and hit "Continue".
- c) Add a new Recipient (Certificate Holder). Click on "New Recipient", a window opens. Enter Name, Address, City, State, ZIP, Country of the location that asked you for this Certificate.

Choose a delivery method. You have the option to e-mail, fax, US-Mail, or save only. Depending on the method you choose you need to enter the information in the appropriate field. E.g. if you choose e-mail you will need to enter the e-mail address.

Click "Save", Select the Recipient and hit "Continue"

6. Review Information and hit continue.
7. Review Delivery Method and hit continue.
8. This is the last screen. For a copy of the Certificates for your files check the box:
 Check to send yourself an e-mail of this certificate.
A copy will be sent to the main e-mail address that is registered with USA Swimming.
9. Hit Deliver Now.

You will be kicked back to the beginning; this means that your certificate was sent out.
The system may take up to 48 hours to deliver the certificate.

WATAUGA COUNTY PARKS AND RECREATION

AN AGREEMENT BETWEEN THE COUNTY OF WATAUGA, HEREIN THE COUNTY, AND THE WATAUGA SWIM TEAM, HEREIN CONTRACTOR, FOR THE PROVISION OF COACH FOR WATAUGA SWIM TEAM AT THE WATAUGA SWIM COMPLEX.

In consideration of the mutual promises and conditions stated below, and in recognition of the CONTRACTOR'S role as an independent CONTRACTOR and not as an employee of the COUNTY, does with the COUNTY agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. Contractor is to display leadership and provide control of all program participants while in utilization of County property and will be responsible for the development of a code of conduct for the swim team members, subject to the approval of the County. The Contractor will abide by all rules, regulations, policies, and ordinances of the Watauga County Parks and Recreation Department and the Watauga Swim Complex. (See Rules and Regulations attachment #)
- B. Contractor must maintain their own roster, a maximum of six (6) lanes for the fiscal year 2007/2008. Team will NOT receive more lanes due to increased registration.
- C. Contractor will pay a total of \$ per hour per lane. Payment is due by the 10th of the following month.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

- A. **CONTRACTOR'S Indemnification.** CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or its services hereunder, including any Worker's Compensation suits, liability or expense, or arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement. CONTRACTOR'S duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR'S Insurance. CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program of insurance covering its operations. Such insurance shall be provided by insurer (s) satisfactory to the COUNTY as approved by the County's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name the COUNTY as an additional insured.**

1. **COMMERCIAL GENERAL LIABILITY:** Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, Bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

2. **WORKER'S COMPENSATION:** A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the State of North Carolina and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement.

III. LIMITATIONS:

- A. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- B. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. DUTIES OF THE COUNTY:

The COUNTY, in consideration of the above, agrees to:

- A. Provide swimming facilities for the program;
- B. Refer all competitive swimming inquires to CONTRACTOR;
- C. The COUNTY will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability and will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets the essential requirements.

IV. DUTIES OF THE COUNTY: (continued)

- D. The COUNTY will provide 25 meter swim lanes. Team will receive (1) one lane between the hours of 3:00pm.-3:30pm., Monday, Tuesday, and Thursday and from 5:00 pm.-5:30 pm. Tuesday and Thursday, . Team will receive six (6) lanes from 3:30pm.-5:00pm. Monday, Tuesday, and Thursday and 10:00 am.-12:00 pm on Saturday, January 1--June 6, 2007 and August 13-December 31, 2007. Team will receive (6) six lanes Monday-Friday, 7:30 am.-9:30 am., and Saturday 10:00 am.-12:00 pm. June 11-August 11, 2007.

V. METHOD OF PAYMENT:

- A. The CONTRACTOR agrees to pay the COUNTY as described in section I of the contract "Duties of the Contractor" line "C."

VI. TERM OF CONTRACT:

- A. The term of this contract shall be in effect as of the date as first written through June 30, 2008. Prior to the expiration date of this agreement, pending the COUNTY's determination that all conditions and terms of this Agreement have been successfully and satisfactorily performed, the COUNTY and CONTRACTOR agree to negotiate in good faith an extension of the term of the Agreement for one year.

VII. TERMINATION FOR CONVENIENCE:

- A. The COUNTY or CONTRACTOR may terminate this contract for any reason provided that thirty (30) days written notice is given to the other party of the intent to cancel.

VIII. INDEPENDENT CONTRACTOR STATUS:

- A. The COUNTY and CONTRACTOR agree that the CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY. Therefore, it is the CONTRACTOR'S responsibility to obtain, at his own expense, all licenses and permits and to pay taxes and fees as may be required of the CONTRACTOR by the Federal, State, and Local Governments in the execution of the terms of the contract.

IX. MODIFICATIONS:

- A. All changes to this agreement must be mutually agreed upon by both parties and must be incorporated by written amendment to this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

WATAUGA COUNTY

BY: _____ DATE: _____
AQUATICS DIRECTOR

BY: _____ DATE: _____
DIRECTOR

CONTRACTOR / TEAM

NAME _____

BY: _____ DATE: _____

Agreement of use for the Watauga County Swim Complex lap pool, by the Watauga Swim Team for rental of six lanes Monday, Tues, Thursday 3:30-5:00 and Saturday 10:00am-12:00 and one lane Monday, Tuesday, and Thursday from 3:00-3:30 and Tuesday and Thursday 5:00-5:30 all on an annually reviewed basis. The rules for use are as follows:

1. The Swim Complex staff is not responsible for supervising or reminding WST participants about the following rules.
2. WST coaches and or staff are responsible for initiating and enforcing all rules pertaining to the team and facility.
3. WST staff should supervise swimmers **at all times**, everywhere in the facility, to include front entrance, lobby, locker rooms, pool deck, and pool. No swimmers should be left at the pool without adult supervision after practice.
4. All kids on the team or trying out for the team must be able to pass a swim test to include, swimming a coordinated freestyle with face in the water and rotary breathing for 25 meters with out stopping. No doggy paddle.
5. Cancellations must be received two weeks in advance to not be charged for a no show.
6. If the pool is closed for mechanical or chemical reasons WST will be given a credit for anytime missed.
7. Swimmers will not arrive at the swim complex no more than 15 minutes prior to their practice time, and will be picked up 15 minutes after their scheduled practice time. The Swim Complex is not to be used for baby sitting before and after practice. Any kids not picked up are the sole responsibility of WST Staff and should not be left unattended.
8. The lobby will be left as it is found and personnel belongings will not be scattered about and kids will not be lying on the floor or on the benches. Any food or trash that is left in the lobby is the responsibility of the WST staff and should be monitored accordingly. No food or drinks in the locker rooms or on the deck and no writing on the windows. Noise level should be kept at a normal conversation level at all times, especially in the lobby and locker rooms. No yelling.

* Rules and Regulations attachment

9. Time spent in locker rooms should be timely and not wasting water or horse playing in the showers and must be supervised before and after practice.
10. Swimmers are not to hang out in the lobby before and after their practice times. They can congregate by their equipment before practice but not by the lap pool until their practice starts.
11. Don't leave trash on pool deck, lobby, or locker rooms.
12. Swim team must use their own equipment.
13. Dry-land workouts need to be approved by full-time pool management staff prior to workouts taking place.
14. All swimmers should shower before entering the pool and should be enforced by WST staff.

15. The team will store equipment in a neat and orderly fashion, in the space provided by the complex.
16. No equipment should be by the lap pool before or after adult lap times.
17. Deck space must be kept clear for patrons and lifeguards i.e. kickboards and fins not in front of the guard stand or in the walk way, ladders taken out of pool must be placed outside the building and put back in the pool after practice, chairs should not be moved from the wall into walkways, and equipment must be stored out of walk way in a neat and orderly manner. Pool deck doors are not to be opened. The above stated needs to be enforced to the swim team and their family members by wst staff.
18. Fees will be billed and paid the last week of each month for the following month.
19. Kids on the swim team are not allowed in any of the pools other than the lap pool. When using one lane, team must use an outside lane.
20. Coaching of swim team kids who have passes, outside the WST practice time is not allowed. WST swimmers who have passes may participate in Adult Lap times, with approval of complex staff. They must swim laps during this use.
21. Swim team can not take out lane lines.
22. Water Polo is not allowed during practice.
23. No yelling and screaming during practice when other programs are taking place in the training and kids pools (I.E. Aquacise, Public Swim, Swim Lessons).
24. Team must bring all bags and other belongings out to the end of the deck. Do not leave anything in the locker rooms or lobby.

25. Swimmers will not hang on the lane lines, run on the deck, horseplay in and around pools, locker rooms, and lobby, or violate any other complex rules pertaining to swimmer use posted in the pool brochure. All rules should be enforced by WST staff at all times
26. All special events or meeting requests must be approved by the Aquatics Director.
27. Any request shall be done in writing between WST and WSC.
28. Copies of current USA swimming coach's safety certifications must be provided. If not provided or not current the team can not use this facility. If certified coaches are not on the deck during practice the team can not use the facility.
29. Copy of USA Swimming insurance must be provided.
30. All rules and regulations of USA swimming must be met at all times during use of this facility.

Clarification of the above guidelines will be given if needed. Any new situations that may occur must be addressed in writing and may be added to these guidelines for use of the facility.

In the event a rule is broken the incident will be documented and given to swim team supervisors. It is responsibility of team supervisors to correct problems.

The Watauga County Parks and Recreation Director and/or the Watauga Swim Complex Aquatics Director shall terminate usage of the facility for the remainder of this contract and reserves the option to review future request for facility rental.

The above items have been reviewed, and the undersigned users will abide by these guidelines during use of this facility.

Watauga Swim Team

President

Head Coach

_____, _____, _____
Assistant Coach(es)

Watauga County Parks and Recreation

WCPR Director

WCSC Aquatics Director



PARK AND RECREATION DEPARTMENT

An agreement between the **County of Mecklenburg**, herein the County, and _____, herein the Contractor, for the provision of Facility Rental to host a swim meet at the Mecklenburg County Aquatic Center.

Name of Event: _____

Date(s) of Event: _____

Facilities Reserved: _____

In consideration of the mutual promises and conditions stated below, and in recognition of the Contractor's role as an independent Contractor and not as an employee of the County, does with the County agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. Provide volunteer labor to assist in setting-up, dismantling and other necessary duties such as table/chair set-up for the Swim Meet;
- B. When the entire facility is rented and closed to public usage, obtain and pay for Security during event to monitor Aquatic Center parking lot and facility;
- C. Provide Aquatic Center staff information relating to rules and regulations for the operation of the Swim Meet no less than 2 weeks prior to event;
- D. Provide volunteers to remove any Swim Meet related paraphernalia from the Facility following the event;
- E. Follow and assist the County in enforcing all rules and regulations of the Facility and its Park Ordinance and ensure that rules and Facility guidelines are communicated to other event staff and participants. These rules include but are not limited to following: 1. Parking is as assigned by facility. 2. No tables will be allowed to block exit doors. 3. Complying with all Health and Fire Department rules and regulation 4 . Food sale must comply with County Health Department regulations;

- F. Ensure all event participants are assigned to appropriate seating areas and advised of specific seating area assignments with regard to team bleachers, using appropriate signage;
- G. Ensure swimmers enter the pool through lobby and shower prior to entering the pool; unless otherwise directed;
- H. Ensure that Team Banners are hung only on the provided banner cable behind permanent bleachers;
- I. Provide timers, scorers, starter, clerk of course, stroke and turn judges, ribbon writers, and any other event operations staff;
- J. Agrees that it will not discriminate on the basis of race, creed, color, sex, national origin, or disability in connection with its activities concerning the Swim Meet to be conducted at the Facility;
- K. Weight room equipment will not be moved for any reason; weight room alterations must be approved and performed by County staff.
- K. Coordinate publicity, flyers, etc., insuring the recognition of Mecklenburg County Park and Recreation Department as a sponsoring agency; insuring advertising and promotion for the event by suitable radio and television;
- L. Include the department seal and logo of the Park and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- M. Provide Recreation Coordinator the following:
 - 1. Total number of swimmers
 - 2. Total number of swimmers that are out of town swimmers
 - 3. Copy of registration sheet with fee structure
 - 4. Total revenue generated from swim meet entries.
 - 5. All information must be presented to Recreation Coordinator within 30 days of completion of meet.
 - 6. Information will only be used to show how the MCAC supports local swim teams/clubs and economically impacts Mecklenburg County.
- N. Replace any of the County's equipment, which is destroyed, stolen or damaged during the course of the Contractor's use. The County shall not be liable for theft of or damage to the Contractor's equipment or other personal property;
- O. Employees-Except for the regular staff supplied and directed by the County and any sub-

contracted workers on behalf of the County, the Contractor is responsible for obtaining volunteers and paying for all help needed in connection with its event.

- P. Conformance to Law-The Contractor agrees to abide by all ordinances and regulations of the Mecklenburg County Park and Recreation Department, and any other governmental laws and regulations applicable to use of said premises;
- Q. Comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability and will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets the essential requirements. If any accommodations are necessary for participation in any program or service, the Contractor should notify Facility staff.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the COUNTY'S operations or services. CONTRACTOR'S duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY as approved by the County's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name MECKLENBURG COUNTY as an additional insured:**

1. Commercial General Liability: Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

2. **Comprehensive Auto Liability**: Evidence of current auto insurance (copy of Driver's License and vehicle registration card).

3. **Worker's Compensation**: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the State of North Carolina and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement.

III. SPECIAL PROVISIONS:

A. This section reserved.

IV. DUTIES OF THE COUNTY:

- A. Ensure permanent bleacher seating is available for the duration of the event;
- B. Provide lifeguards during normal operating hours of the Facility (An additional fee will be charged for lifeguards working before or after the normal operating hours of the Facility);
- C. Provide available Facility tables and/or chairs required for the operation of event according to direction given by Contractor. (If tables exceeding the number in Facility inventory are needed, the Contractor is responsible for obtaining such tables);
- D. Provide trash containers throughout the Facility;
- E. Provide the Colorado 5000 Timing System for use by a County employee or other qualified individual approved by the Pool Supervisor. If MCAC equipment is used, MCAC staff must run timing system.
- G. The County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability and will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets the essential requirements. If any accommodations are necessary for participation in any program or service, the Contractor should notify Facility staff.

V. METHOD OF PAYMENT:

A. The Contractor agrees to pay rental fees at the following rates:
\$

This price includes:

- a) Facility usage
- b) Cleanup fee
- c) CTS Timer
- d) Afterhour lifeguards
- e) Warmup/cool down lanes

VI. FACILITATION OF THE CONTRACTOR:

Dates & Times

Park Manager Initials _____

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

COUNTY:

(Print or Type Contractor's Name)

Division Director

BY: _____
(Signature of Contractor)

(Contractor's Address)

Contracts Administrator

(City, State, Zip)

(Area Code, Phone Number)

P&R Department Director/Designee



PARK AND RECREATION DEPARTMENT

AN AGREEMENT BETWEEN THE COUNTY OF MECKLENBURG, HEREIN THE COUNTY, AND NEW SOUTH SWIMMING, HEREIN CONTRACTOR, FOR THE PROVISION OF COACH FOR NEW SOUTH SWIMMING AT THE MECKLENBURG COUNTY AQUATIC CENTER.

In consideration of the mutual promises and conditions stated below, and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the COUNTY, does with the COUNTY agree as follows:

- I* I. DUTIES OF THE CONTRACTOR: *see attached*
- A. Provide qualified swim team coordination and coaching;
 - B. Abide by all rules, regulation, policies and ordinances of the Mecklenburg County Park and Recreation Department and the Mecklenburg County Aquatic Center;
 - C. Contractor will be responsible for coordinated scheduling of practices and home meets with the Recreation Supervisor/Aquatics. A rental agreement must be completed for each meet;
 - D. Contractor is to display leadership and provide control of all program participants while in utilization of County property. Professional attire is required at all times;
 - E. Contractor is to host a minimum of 2 meets/events per year;
 - F. Team expenses, such as meet entries, t-shirts, ribbons, printing will be paid by the Contractor;
 - G. Recruit, secure, and pay assistant coach(s) if deemed necessary by Contractor;
 - H. Maintain affiliation with Unites States of America Swimming through team and coach's memberships. Contractor is responsible for registering individual team members;
 - I. Contractor will be responsible for the development of a code of conduct for the swim team members, subject to the approval of the County and provide a high degree of personal integrity while attending away meets; *see rules & regulations*

- J. Team registration will be conducted by the Contractor with payments from swimmers made to the Contractor. Collection of non-payment (i.e. returned checks) is the responsibility of the Contractor;
- K. Contractor must keep an active team roster of 40 participants per month. Teams will be subject to deletion of lane(s) if not maintained. MCAC program staff will determine if transfer of lane(s) is needed;
- L. Contractor must maintain their own team roster, a maximum of five lanes will be given to a team for the fiscal year 2007. Teams will NOT receive more lanes due to increased registration.
- M. Contractor will pay a total of \$1250.00 each month for September, October, March, April, May, June, and July. For the months of November, December, January, and February, contractor will pay a total of \$1100.00 each month. Payment is due the 1st of every month.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, or arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement. CONTRACTOR's duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY as approved by the County's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name the COUNTY as an additional insured:**

1. **Commercial General Liability:** Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

2. **Comprehensive Auto Liability:** Evidence of current auto insurance.

3. Worker's Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the State of North Carolina and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement.

III. LIMITATIONS:

- A. The CONTRACTOR shall abide by the Mecklenburg County Department of Environmental Health rules for provision of food for the public.
Permit(s) are required.
- B. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- C. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. DUTIES OF THE COUNTY:

The COUNTY, in consideration of the above, agrees to:

- A. Provide swimming facilities for the program;
- B. Refer all competitive swimming inquiries to contractor;
- C. Provide limited use of MCAC copier (no more than 75 copies per month)
- D. The County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability and will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets the essential requirements. If any accommodations are necessary for participation in any program or service, the Contractor should notify Facility staff.
- E. Will provide 25 yard swim lanes between the hours of 4pm – 8pm, Monday – Friday and Saturday from 8am – 11am. Team will receive five (5) lanes the months of September, October, March, April, May, June, and July. For the month of June and July, team lanes will comply with both the Outdoor Pools and Indoor Pools. (Five lanes will not be provided all at once at the Aquatic Center or Outdoor Pools.) Team will have variable lanes between November and February. Team will have four (4) lanes two (2) days a week, and five (5) lanes two (2) days a week during this period (Nov.- Feb.). On Wednesdays, team will have four (4) lanes until 5PM, and five (5) lanes after 5PM. Price of lanes will be lessened during the months of November to February as stated above in “Duties of the Contractor.”

V. METHOD OF PAYMENT:

A. The CONTRACTOR agrees to pay the COUNTY as described in section I of the contract "Duties of the Contractor" line "M."

VI. TERM OF CONTRACT:

A. The term of this contract shall be in effect as of the date as first written above through June 30, 2007. Prior to the expiration date of this agreement, pending the COUNTY's determination that all conditions and terms of this Agreement have been successfully and satisfactorily performed, the COUNY and CONTRACTOR agree to negotiate in good faith an extension of the term of the Agreement for one year.

VII. TERMINATION FOR CONVENIENCE:

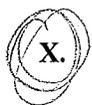
A. The COUNTY or CONTRACTOR may terminate this contract for any reason provided that thirty- (30) days written notice is given to the other party of the intent to cancel.

VIII. INDEPENDENT CONTRACTOR STATUS:

A. The COUNTY and CONTRACTOR agree that the CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY. Therefore, it is the CONTRACTOR'S responsibility to obtain, at his own expense, all licenses and permits and to pay taxes and fees as may be required of the CONTRACTOR by the Federal, State and Local Governments in the execution of the terms of the contract. The CONTRACTOR shall not sublease or transfer this contract to any other party.

IX. MODIFICATIONS:

A. All changes to this agreement must be mutually agreed upon by both parties and must be incorporated by written amendment to this agreement.



EQUAL OPPORTUNITY AND ADA COMPLIANCE:

A. The CONTRACTOR certifies and agrees that all persons employed are and will be treated equally without regard to or because of race religion, color, national origin, political affiliation, marital status, sex, age or disability and in compliance with all federal and state laws prohibiting discrimination in employment, including but no limited to Federal, State and Local Laws and Regulations. THE CONTRACTOR AGREES TO ABIDE BY THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

MECKLENBURG COUNTY

By: _____
Recreation Supervisor / Aquatics

Date: _____

By: _____
Facility Manager / Aquatics

Date: _____

CONTRACTOR / TEAM: _____

By: _____

Date: _____

From: Jakubowski, Matthew [Matthew.Jakubowski@mecklenburgcountync.gov]
Date: Feb 2, 2007 9:16
To: <garry.washington@ncmail.net>
Cc:
Subject: Question
Attachments:  swim team contract FY07.doc (114 KB)

We used to charge them per kid, \$17 a child per month. For the past few years we charge our three teams \$1250.00 a month for 5 lanes. From November - February they pay \$1100 for four lanes twice a week because we do high school diving and 5 lanes 3 times per week. I guess they average around \$250 per lane. They are all on contract here with the county. I meet with the 3 coaches once a month to discuss the swim meet schedule/problems, etc...I have attached the contract for this year.

Matthew Jakubowski
Recreation Supervisor/Aquatics
Mecklenburg County Aquatic Center
Matthew.Jakubowski@MecklenburgCountyNC.gov
704-336-7855

David,

My name is Garry Washington and I am the Assistant Aquatics Director for Watauga County. We are reviewing our current policy with the swim team that rents lane time from us. Since we both are government run facilities, I feel it would be a good comparison for us.

I am wondering the rate you charge the teams per lane/ per hour or if they are charged a flat fee. I also am wondering if you have them sign a written contract (if so could you send me a copy) or if it is a verbal agreement. Any information you have or you think would be helpful would be greatly appreciated. Thank you for your time.

Garry Washington

Close Window

From: Jakubowski, Matthew [Matthew.Jakubowski@mecklenburgcountync.gov]
Date: Feb 2, 2007 11:49
To: "Garry Washington" <garry.washington@ncmail.net>
Cc:
Subject: RE: Question
Attachments:  winmail.dat (4 KB)

They have lanes from 4pm - 8pm, Monday through Friday, and 8am - 12pm on Saturday.

From: Garry Washington [mailto:garry.washington@ncmail.net]
Sent: Fri 2/2/2007 11:07 AM
To: Jakubowski, Matthew
Subject: Re: Question

How many hours does each team receive during the week?
Garry Washington

[Close Window](#)

$24 \text{ hrs a week} \times 4 \text{ weeks} = 96 \text{ hrs a month}$
 $\$1,250 \div 96 \text{ hrs} = \13.02 an hr
 $\$13.02 \text{ an hr} \div 5 \text{ lanes} = \2.60 a lane/hr

- I Duties of contractor
- II Hold Harmless, Indemnity & Insurance
- III Limitations
- IV Duties of contractor
- V mtl. of payment
- VI term of contract
- VII Termination for convenience
- VIII Independent contractor status
- IX modifications
- X Equal opp. + ADA compliance

WATAUGA COUNTY PARKS AND RECREATION

AN AGREEMENT BETWEEN THE COUNTY OF WATAUGA, HEREIN THE COUNTY, AND THE WATAUGA SWIM TEAM, HEREIN CONTRACTOR, FOR THE PROVISION OF COACH FOR WATAUGA SWIM TEAM AT THE WATAUGA SWIM COMPLEX.

practice

In consideration of the mutual promises and conditions stated below, and in recognition of the CONTRACTOR'S role as an independent CONTRACTOR and not as an employee of the COUNTY, does with the COUNTY agree as follows:

I. DUTIES OF THE CONTRACTOR:

A. Contractor is to display leadership and provide control of all program participants while in utilization of County property and will be responsible for the development of a code of conduct for the swim team members, subject to the approval of the County. The Contractor will abide by all rules, regulations, policies, and ordinances of the Watauga County Parks and Recreation Department and the Watauga Swim Complex. (See Rules and Regulations attachment #)

to add penalty for multiple times of breaking rules & regulations (e.g. possession of weapons)

B. Contractor must maintain their own roster, a maximum of six lanes for the fiscal year 2007/2008. Team will NOT receive more lanes due to increased registration.

C. Contractor will pay a total of \$ *per/hr per lane* each month. Payment is due the 1st of every month.

Payment due end of month (billed at end of month based on per/hr per lane price used)

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. **CONTRACTOR'S Indemnification.** CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S

STATE OF NORTH CAROLINA

USAGE AGREEMENT

COUNTY OF BUNCOMBE

THIS AGREEMENT made and entered into by and between BUNCOMBE COUNTY DEPARTMENT of RECREATION SERVICES and A.C. REYNOLDS HIGH SCHOOL.

W I T N E S S T H:

WHEREAS, the Buncombe County Department of Recreation Services is owner and operator of facility, Hereinafter, called Zeugner Center and includes a) an indoor swimming pool, b) an outdoor recreational soccer field and c) a baseball field; and

WHEREAS, A.C. Reynolds High School has requested the use of that portion of Zeugner Recreation Center described above as a) the indoor swimming pool for use by the A.C. Reynolds Swim Team; and

NOW THEREFORE, and in consideration of the mutual promises and agreements hereinafter set forth to be done and performed and as outlined below, the agreement is as follows:

1. The term of this pool usage agreement shall commence on the 29th day of October, 2007 and conclude on February 14, 2008. Usage times shall be assigned by the Department of Recreation Services and usage under this agreement is nontransferable and limited to the specified times and date; and A.C. Reynolds High School agrees to the following provisions:
2. Everyone should shower before entering pool.
3. Absolutely no running in pool area.
4. Dunking, spitting, pushing and shoulder riding is not allowed in the pool.
5. Diving from side can only be done in water which is 8 feet in depth or deeper, unless instructed by school personnel during swim practice and meets.
6. Glass is not allowed in the pool area.
7. Alcoholic beverages are not allowed on the premises at any time.
8. To be in the deep end, person must swim the pool width; even if able to do so, decision is at the lifeguards discretion.
9. All swimmers shall conduct themselves in an acceptable manner.
10. Ladders are only for entering and exiting the pool.
11. All school personnel will keep a check on restroom/dressing facilities.
12. Sell of food and drink will be permitted in the snack room area. Food must remain in this area, none brought into pool area. A sign will be posted stating what the proceeds will be used for.
13. Admission fee will be permitted, but a sign will be posted stating what the proceeds will be used for.

14. The school is to enforce all rules and regulations set by the Buncombe County Recreation Services Department, school board, state and conference.
15. The vending machine access will not be blocked due to supplies, spectators, coaches, swimmers, etc. No "out of order" signs shall be placed on them. They will also not be unplugged.
16. The pool pump will remain on at all times. The pump room is off limits except in the case of an emergency.
17. The lower side entrance will be the only entrance used by the team, officials, or spectators. The upstairs portion of the facility will be locked and off limits.
18. No entering the pool area or dressing rooms while classes or programs are in progress.
19. No coaches, athletes, officials, or spectators will be allowed in the facility until their designated time for practice or meets.
20. No loud talking outside of pool area while classes or programs are in progress.
21. **The only parking allowed at the lower level will be handicapped. All other vehicles need to be in the upper level parking area.**
22. Do not litter the grounds with trash from food containers, etc. The facility should be left as clean as it was found.
23. School personnel must remain at the facility until facility is cleaned and locked. All cars and people shall be outside the locked gate when school personnel leaves.
24. There shall be no misuse of the telephone. The school will be responsible for all long distance calls made during time of practice and meets.
25. Damages to the facility will be assessed to the school.
26. Each conference team will be able to host an equal amount of dual or tri meets as scheduled. Each conference team will also be able to host meets not to exceed five (5) teams per meet.
27. Buncombe County School staff must be in the pool area and on the deck during all practice and meets.
28. The facility cash register is off limits and the school personnel is responsible for the machine and petty cash.
29. Swim Team Coach will give Zeugner Center Recreation Staff a 10 day notice for non-scheduled / scheduled times turned in with this contract, swim meets or practice or the time wanted is not guaranteed due to staffing. Any rescheduling/ scheduling can not conflict with any events on enclosed calendar.
30. Canceling a practice or event without 24 hour notice to Zeugner Recreation Staff will result in being charged for your scheduled time. Weather related (snow, ice, sleet, etc) excluded.

In the event that the above stated rules and/or regulations are not followed, the Buncombe County Recreation Services Director and/or other duly appointed representative of this Department shall terminate usage of this facility for the remainder of this contact and reserves the option to review future requests of facility use.

A.C. REYNOLDS HIGH SCHOOL
PROGRAM - SWIMMING

BY: _____
DR. REGINA LAMBERT, PRINCIPAL
A.C. REYNOLDS HIGH SCHOOL

ATTEST: _____
JIM SZIKSAI, ATHLETIC DIRECTOR
A.C. REYNOLDS HIGH SCHOOL

ATTEST: _____
MR. MIKE MCGUIRE, A. C. REYNOLDS SWIM COACH
A.C. REYNOLDS HIGH SCHOOL SWIM TEAM

BUNCOMBE COUNTY RECREATION SERVICES

BY: _____
FRAN THIGPEN, DIRECTOR
BUNCOMBE COUNTY PARKS and RECREATION SERVICES

ATTEST: _____
TERI GENTILE, COORDINATOR
ZEUGNER RECREATION CENTER

To
Stephen Poulos

From
Teri Gentile



PARK AND RECREATION DEPARTMENT

An agreement between the County of Mecklenburg, herein the county, and New South Swimming, herein the contractor, for the provision of Facility Rental to host a swim meet at the Mecklenburg County Aquatic Center

Name of Event: NSS Senior Circuit

Date(s) of Event: November 30 – December 2rd, 2007

Facilities Reserved: Entire Facility 3:30pm – 9:30pm – 11/30, Entire Facility – 12/1 – 12/2

In consideration of the mutual promises and conditions stated below, and in recognition of the Contractor's role as an independent Contractor and not as an employee of the County, does with the County agree as follows:

I. DUTIES OF THE HOST:

- A. Provide volunteer labor to assist in setting-up, dismantling and other necessary duties such as table/chair set-up for the Swim Meet;*
- B. Provide Aquatic Center staff information relating to rules and regulations for the operation of the Swim Meet no less than 2 weeks prior to event;
- C. Provide volunteers to assist with trash pick-up in the bleachers and pool deck following each Swim Meet session. This includes the removal of any Swim Meet related paraphernalia from the Facility following the event;*
- D. Assist the County in enforcing all rules and regulations of the Facility and its Park Ordinance and ensure that rules and Facility guidelines are communicated to other event staff and participants. These rules include but are not limited to: 1. Parking is as assigned by facility. 2. No tables or displays will be able to block fire exit doors. Also assist the County in complying with all health and fire department rules and regulations;
- E. Ensure all event participants are assigned to appropriate seating areas and advised of specific seating area assignments with regard to team bleachers, using appropriate signage;

- F. Ensure swimmers enter the pool through lobby only and shower prior to entering the pool; unless otherwise directed;
- G. Ensure that Team Banners are hung only on the provided banner cable behind permanent bleachers;
- H. Provide timers, scorers, starter, clerk of course, stroke and turn judges, ribbon writers, and any other event operations staff;
- I. The Host agrees that it will not discriminate on the basis of race, creed, color, sex, national origin, or disability in connection with its activities concerning the Swim Meet to be conducted at the Facility;
- J. If a County employee is not available to operate the Colorado 5000 Timing System, swim host will have to contract out timer
- K. Host must provide Recreation Coordinator the following:
 - A. Total number of swimmers
 - B. Total number of swimmers that are out of town swimmers
 - C. Copy of registration sheet with fee structure
 - D. Total revenue generated from swim meet entries.
 - All information must be presented to Recreation Coordinator within 30 days of completion of meet.
 - Information is required by Park and Recreation Director.
 - Information will only be used to show how the MCAC supports local swim teams/clubs and economically impacts Mecklenburg County.

II. DUTIES OF THE COUNTY:

- A. Ensure permanent bleacher seating is available for the duration of the event;
- B. Provide lifeguards during normal operating hours of the Facility. An additional fee as stated in Section IV of this Agreement will be charged for lifeguards working before or after the normal operating hours of the Facility; lifeguards will begin to be paid when facility is OPENED.
- C. Provide available Facility tables and/or chairs required for the operation of event according to direction given by Host. (If tables exceeding the number in Facility inventory are needed, the Host is responsible for obtaining such tables and chairs);
- D. Provide trash containers throughout the Facility;
- E. Provide the use of entire facility on December 1 from 3:30pm – 9:30pm, and the entire facility all day from December 2 and 3, 2006.

- F. Provide the Colorado 5000 Timing System for use by a County employee or other qualified individual approved by the Pool Supervisor. If MCAC equipment is used, MCAC staff must run timing system
- G. The County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability and will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets the essential requirements. If any accommodations are necessary for participation in any program or service, the Host should notify Facility staff.
- H. Weight room equipment will only be moved by MCAC staff.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, or arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement. CONTRACTOR's duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY as approved by the COUNTY's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.** Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name the COUNTY as an additional insured:**

1. Commercial General Liability: Insurance endorsed for Independent Contractor, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

2. Comprehensive Auto Liability: Evidence of current auto insurance.

3. Worker's Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the State of North Carolina and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement.

IV. COMPENSATION TO COUNTY:

A. The Contractor agrees to pay rental fees at the following rates:

\$6000 for use of entire facility from November 30, 2007 (starting at 3:30pm) – December 1 – 2, 2007.

This price includes:

1. Facility usage
2. Lifeguards – before/after hours
3. Food Concessions**
4. Cleanup fee
5. CTS Equipment/Timers
6. Sound System

**** (Food sale must comply with county health regulations, MCAC must receive written confirmation concerning snack bar use from health dept. before event takes place.)**

VI. FACILITATION OF THE CONTRACTOR:

Date/Time/Area approved for the contracted period:

November 30 -3:30pm – 9:30pm/December 1 - 2 -6:30am to 9:30pm / Entire Mecklenburg County Aquatic Center for NSS Senior Circuit 2006 swim meet.

MECKLENBURG COUNTY

Facility Manager/Date

Recreation Coordinator/Date

Meet Host: _____

Meet Host Signature: _____

Date: _____



Counselman Hunsaker
AQUATICS FOR LIFE

Watauga County, NC
Aquatic Center Operational Study
Boone, NC

AGENDA

2019 Annual Pre-Budget Retreat

- INTRODUCTION
- STUDY PROCESS
- OPERATIONAL PLAN OVERVIEW
- QUESTIONS AND ANSWERS

STUDY PROCESS

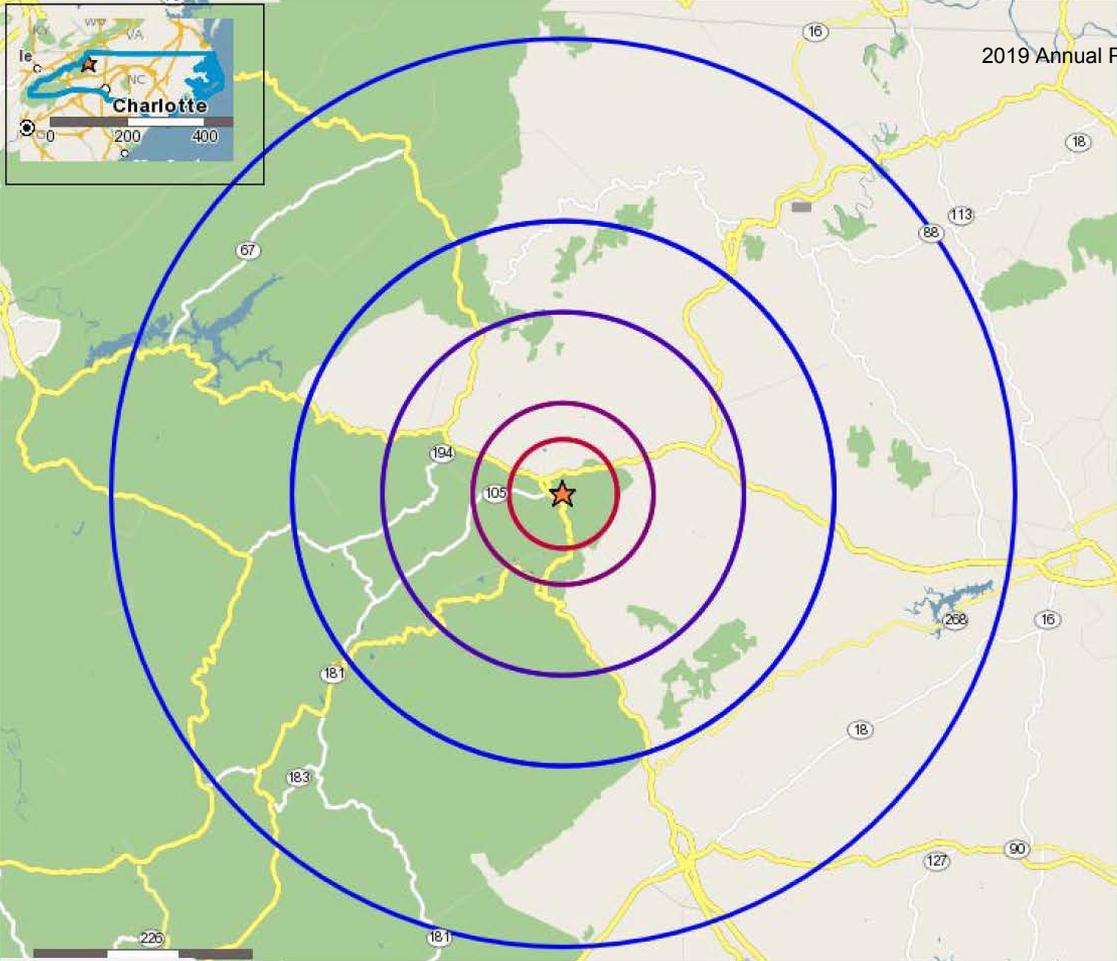
STUDY PROCESS

2019 Annual Pre-Budget Retreat

- AREA AQUATIC PROVIDERS
- MARKET AREA DEMOGRAPHICS
 - POPULATION, AGE, INCOME
- AREA AQUATIC USER GROUPS
- HISTORIC USAGE AND PROJECT LEVEL OF GROWTH
- FACILITY MANAGEMENT OUTLINE
 - FACILITY OPERATING SCHEDULE
 - FACILITY CAPACITY LIMITS
 - ORGANIZATION CHART
 - JOB DESCRIPTIONS
 - WAGE STRUCTURE
- OPINION OF PROBABLE REVENUE
 - MARKET PENETRATION
 - SEASONAL USAGE
 - DEVELOP FEE STRUCTURE
 - OPINION OF ATTENDANCE BY USER GROUP
 - OPINION OF REVENUE
- OPINION OF PROBABLE EXPENSES
 - LABOR DEMAND
 - CHEMICAL DEMAND
 - SUPPLY DEMAND
 - MAINTENANCE AND REPAIR DEMAND
 - UTILITY DEMAND
- OPINION OF FACILITY FINANCIAL PERFORMANCE

DEMOGRAPHICS

25 MILE RADIUS



MARKET AREA POPULATION BY DISTANCE

Radius	Population						Average Annual Change			
	2010		2015		2020		2010-2015		2016-2020	
	Number (000's)	Percent of Total	Number (000's)	Percent of Total	Number (000's)	Percent of Total	Number (000's)	Percent Change	Number (000's)	Percent Change
0 to 3 Miles	24.3	14.1%	25.4	14.6%	27.2	14.8%	0.2	0.9%	0.4	1.3%
3 to 5 Miles	8.0	4.6%	8.3	4.7%	9.2	5.0%	0.1	0.7%	0.2	2.1%
5 to 10 Miles	17.2	10.0%	18.3	10.5%	20.1	10.9%	0.2	1.2%	0.3	1.8%
Subtotal	49.6	28.8%	52.0	29.9%	56.5	30.8%	0.5	1.0%	0.9	1.6%
10 to 15 Miles	16.0	9.3%	15.9	9.1%	17.0	9.3%	0.0	-0.2%	0.2	1.4%
15 to 25 Miles	106.5	61.9%	106.5	61.1%	109.7	59.9%	0.0	0.0%	0.7	0.6%
Subtotal	122.5	71.2%	122.3	70.1%	126.8	69.2%	0.0	0.0%	0.9	0.7%
Total (0-25 Miles)	172.0	100.0%	174.4	100.0%	183.2	100.0%	0.5	0.3%	1.8	1.0%
Boone, NC	17.1		18.1		19.2		0.2	1.1%	0.2	1.2%

Source: Alteryx

MARKET AREA AGE DISTRIBUTION													
Age Groups	0 to 3 Miles		3 to 5 Miles		5 to 10 Miles		10 to 15 Miles		15 to 25 Miles		Boone, NC		U.S. Age Population
	#	%	#	%	#	%	#	%	#	%	#	%	
Age 0-4	571	2.2%	326	3.9%	782	4.3%	689	4.3%	5,023	4.7%	309	1.7%	6.5%
Age 5-9	685	2.7%	365	4.4%	926	5.1%	776	4.9%	5,684	5.3%	323	1.8%	6.5%
Age 10-14	611	2.4%	363	4.4%	954	5.2%	843	5.3%	6,037	5.7%	301	1.7%	6.6%
Age 15-19	4,549	17.9%	408	4.9%	883	4.8%	971	6.1%	6,111	5.7%	4,107	22.7%	6.9%
Subtotal	6,416	25.2%	1,462	17.7%	3,545	19.3%	3,279	20.7%	22,855	21.5%	5,040	27.8%	26.5%
Age 20-24	8,895	35.0%	1,189	14.4%	1,153	6.3%	951	6.0%	5,830	5.5%	7,542	41.7%	7.1%
Age 25-29	1,476	5.8%	612	7.4%	1,128	6.2%	792	5.0%	5,613	5.3%	927	5.1%	6.8%
Age 30-34	887	3.5%	476	5.7%	1,098	6.0%	772	4.9%	5,627	5.3%	501	2.8%	6.6%
Age 35-39	753	3.0%	419	5.1%	1,113	6.1%	858	5.4%	5,952	5.6%	421	2.3%	6.3%
Age 40-44	772	3.0%	450	5.4%	1,158	6.3%	963	6.1%	7,022	6.6%	406	2.2%	6.8%
Age 45-49	835	3.3%	490	5.9%	1,230	6.7%	1,064	6.7%	7,502	7.0%	452	2.5%	7.1%
Age 50-54	897	3.5%	557	6.7%	1,405	7.7%	1,174	7.4%	8,041	7.6%	448	2.5%	7.3%
Age 55-59	978	3.8%	590	7.1%	1,458	8.0%	1,179	7.4%	7,965	7.5%	521	2.9%	6.5%
Age 60-64	937	3.7%	635	7.7%	1,527	8.3%	1,249	7.9%	7,699	7.2%	452	2.5%	5.7%
Age 65-69	770	3.0%	529	6.4%	1,325	7.2%	1,272	8.0%	7,440	7.0%	379	2.1%	4.2%
Age 70-74	612	2.4%	374	4.5%	924	5.0%	929	5.9%	5,734	5.4%	312	1.7%	3.1%
Age 75-79	453	1.8%	224	2.7%	588	3.2%	665	4.2%	4,071	3.8%	255	1.4%	2.4%
Age 80-84	333	1.3%	149	1.8%	359	2.0%	406	2.6%	2,631	2.5%	180	1.0%	1.9%
Age 85+	427	1.7%	125	1.5%	318	1.7%	306	1.9%	2,473	2.3%	266	1.5%	1.9%
TOTAL:	25,441	100.0%	8,281	100.0%	18,329	100.0%	15,859	100.0%	106,455	100.0%	18,102	100.0%	100%
Median Age	22.6		39.8		44.9		46.5		45.2		21.7		37.0

Source: Alteryx

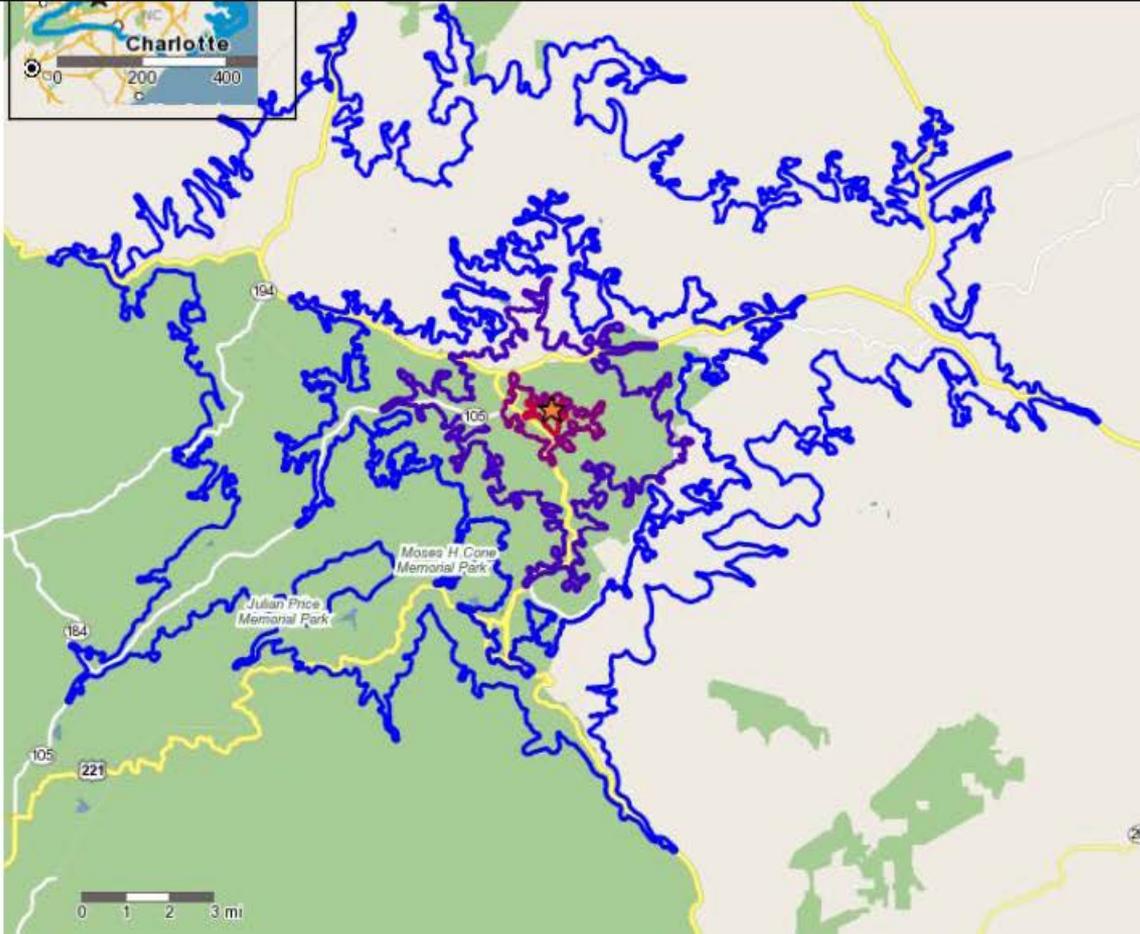
MARKET AREA INCOME				
Radius	Per Capita Incomes		Median Household Incomes	
	Dollars	Index	Dollars	Index
0 to 3 Miles	\$21,995	0.83	\$33,603	0.64
3 to 5 Miles	\$30,402	1.15	\$50,012	0.95
5 to 10 Miles	\$29,898	1.13	\$50,839	0.97
10 to 15 Miles	\$26,404	1.00	\$44,139	0.84
15 to 25 Miles	\$20,069	0.76	\$35,307	0.67
Boone, NC	\$18,456	0.70	\$25,263	0.48
Total U.S.	\$26,464	1.00	\$52,599	1.00

Source: Alteryx

DRIVE TIMES

Name	3 mins	3-5 mins	5-10 mins	10-15 mins	15-25 mins	Total
Total Population 5 Year	346	1,377	19,265	11,280	16,768	49,036
Total Population Current	336	1,285	18,141	10,283	15,326	45,371
Total Population Last	306	1,198	17,285	9,991	14,345	43,125

2019 Analysis Pro-Budget Retreat



INITIAL FEEDBACK

INITIAL FEEDBACK

2019 Annual Pre-Budget Retreat

- PROVIDE AN AQUATIC AND RECREATION FACILITY FOR THE COMMUNITY
- ENSURE EVERYONE IN THE COMMUNITY HAS ACCESS
- PROVIDE SWIM LESSONS THROUGH THE SCHOOL DISTRICT IN ORDER TO HELP ALL CHILDREN TO LEARN HOW TO SWIM AND HOW TO BE SAFE AROUND THE WATER
- REACH A WIDE RANGE OF THE WATAUGA COUNTY COMMUNITY AND HAVE AN IMPACT ON THEIR LIFETIME HEALTH
- FACILITY GROUNDBREAKING IS PROPOSED FOR OCTOBER 2018
- DEVELOP AN OPERATIONAL MODEL THAT INCLUDES DAY PASSES AND MEMBERSHIPS (ONE PRICE FOR THE ENTIRE FACILITY)

- ADMISSION / MEMBERSHIPS SHOULD FOCUS ON DAILY, MONTHLY AND ANNUAL PASSES
- INCLUDE RESIDENT / NON-RESIDENT FEES IN THE PRICING STRUCTURE
- EXPLORE PROGRAMMING FEES / DAY PASSES FOR CAMPS (SUMMER, WINTER, HOLIDAYS, ETC.)
- INCLUDE PHILOSOPHY ON TOURNAMENTS (NUMBER, FREQUENCY, FEES)

FACILITY PROGRAM





David Miezal Photography











FINANCIAL OVERVIEW

MEMBERSHIP STRUCTURE

- DAILY RATE
 - COUNTY RESIDENT: \$8
 - NON-COUNTY RESIDENT: \$9
 - VISITOR: \$10

- MONTHLY MEMBERSHIP
 - \$42 INDIVIDUAL
 - \$21 SENIORS
 - \$79 FAMILY

- AVERAGE PER VISIT EXPENDITURE: \$6

Watauga County Recreation/Aquatic Center				
2019 Annual Pro-Budget Retreat				
Category	Rate	Percent of Visits	Per Visit	
Daily Admission				
County Resident				
Adult (Age 18-59)	8.00	17%	1.36	
Child (Age 3-17)	4.00	10%	0.40	
Seniors (60+)	4.00	3%	0.12	
Free	0	2%	-	
Non-County Resident				
Adult (Age 18-59)	9.00	7%	0.63	
Child (Age 3-17)	5.00	4%	0.20	
Visitors				
Adult (Age 18-59)	10.00	3%	0.30	
Child (Age 3-17)	6.00	1%	0.06	
Monthly Membership				
County Resident				
Adult (Age 18-59)	42.00	20%	1.44	
Child (Age 3-17)	21.00	8%	0.29	
Seniors (60+)	21.00	4%	0.14	
Family (4)	79.00	10%	0.47	
Non-County Resident				
Individual	50.00	7%	0.60	
Family (4)	95.83	4%	0.23	
Subtotal / Average		100%	6.25	
Credit Card Fees (2%)			0.12	
Food / Merchandise			\$ 0.10	
Total			\$6.22	

AQUATIC / RECREATION PROGRAMS

2019 Annual Pre-Budget Retreat

		2018	2019	2020	2021	2022
▪ SWIM LESSONS						
▪ WATER FITNESS / AEROBICS						
▪ SWIM TEAM	Attendance					
	Watauga County Recreation/Aquatic Center	75,709	76,830	77,765	78,886	80,006
▪ SWIM MEET RENTALS	Per Capita Spending (3% Annual Increase)					
	Watauga County Recreation/Aquatic Center	\$6.22	\$6.41	\$6.60	\$6.80	\$7.00
▪ BIRTHDAY PARTIES	Aquatic Programming Revenue					
	Watauga County Recreation/Aquatic Center	\$120,900	\$132,990	\$153,603	\$161,284	\$177,815
▪ LIFEGUARD COURSES	Rec Programming Revenue					
	Watauga County Recreation/Aquatic Center	\$122,500	\$134,750	\$155,636	\$163,418	\$180,168
▪ GYM RENTALS	Total Revenue (Gross)					
	Watauga County Recreation/Aquatic Center	\$714,309.98	\$760,220.30	\$822,488.00	\$861,126.80	\$918,025.00
▪ GROUP EXERCISE CLASSES						
▪ CAMPS						

PART-TIME PERSONNEL EXPENSE

- 15 OPERATING HOURS PER DAY

- PART-TIME PERSONNEL INCLUDES:
 - CASHIER// FRONT DESK ATTENDANT
 - MANAGERS ON-DUTY
 - LIFEGUARDS

- RATE INCLUDES 20% BENEFIT/OVERHEAD ALLOWANCE

Job Description	Hours Per Day	Cost Per Hour		Days per Season	Total Employer Expense
	Watauga County Recreation/Aquatic Center	Hourly Rate	Rate with overhead	Annual	Watauga County Recreation/Aquatic Center
<i>Annual Total</i>					
Front Desk	30	8.50	\$10.20	365	111,690
Manager On-Duty	30	10.00	\$12.00	365	131,400
Lifeguard	53	8.50	\$10.20	365	197,319
Annual Total	113				\$440,409

EXPENSE BUDGET

- PERSONNEL – FULL-TIME EMPLOYEES, LIFEGUARDS, FRONT DESK SUPPORT
- INSURANCE – PROPERTY & LIABILITY
- REPAIR AND MAINTENANCE – PUMPS, MOTORS, LIGHTS, EQUIPMENT REPAIRS
- OPERATING SUPPLIES – OFFICE SUPPLIES, FACILITY EQUIPMENT
- CHEMICALS – CHLORINE/PH BUFFER
- HVAC – HEAT AND COOL NATATORIUM AND BUILDING
- ELECTRICITY – PUMPS/MOTORS FOR POOL + LIGHTING
- WATER/SEWER – POOL WATER REPLACEMENT + TOILETS/SHOWERS



Direct Facility Expense Budget	
Watauga County Recreation/Aquatic Center	
2019 Annual Pre-Budget Retreat	
Facility Staff	
Facility Supervisor	\$60,000
Assistant Facility Supervisor	\$50,000
Maintenance Supervisor	\$48,000
Aquatic Coordinator	\$48,000
Custodians	\$62,400
Full Time Benefits	\$107,360
Part-Time Employees	\$440,409
Training	\$25,000
Total Labor	\$841,169
Contractual Services	
Insurance	\$26,000
Repair and Maintenance	\$87,500
Total Contractual Services	\$113,500
Commodities	
Operating Supplies	\$52,500
Chemicals	\$26,996
Advertising	\$37,500
Total Commodities	\$116,996
Utilities	
HVAC	\$139,903
Electricity	\$101,283
Pool Heating	\$0
Data/Communications	\$4,320
Trash Service	\$6,240
Water & Sewer	\$32,327
Total Utilities	\$284,073
Total Operating Expenses	\$1,355,737

EXPENSE SUMMARY

2019 Annual Pre-Budget Retreat

	2018	2019	2020	2021	2022
Direct Facility Expenses					
Watauga County Recreation/Aquatic Center	1,355,737	1,389,631	1,424,372	1,459,981	1,496,480
Aquatic Programming Expenses					
Watauga County Recreation/Aquatic Center	\$55,270	\$60,560	\$69,512	\$72,917	\$80,123
Rec Programming Expenses					
Watauga County Recreation/Aquatic Center	\$66,175	\$67,280	\$77,438	\$81,310	\$89,496
Total Operating Expenses					
Watauga County Recreation/Aquatic Center	\$1,477,182	\$1,517,471	\$1,571,322	\$1,614,208	\$1,666,099

SUMMARY

- PROJECT COST
- ANNUAL ATTENDANCE
- REVENUE
- EXPENSE
- CURRENT AQUATIC CENTER BUDGET
- OPERATING CASHFLOW

	2018	2019	2020	2021	2022
Watauga County Recreation/Aquatic Center					
Project Cost	\$35,000,000				
Attendance	75,709				
Revenue	\$714,310	\$760,220	\$822,488	\$861,127	\$918,025
Expense	\$1,477,182	\$1,517,471	\$1,571,322	\$1,614,208	\$1,666,099
Operating Cashflow	(\$762,872)	(\$757,251)	(\$748,834)	(\$753,081)	(\$748,074)
Current Aquatic Center Budget	\$370,145	\$370,145	\$370,145	\$370,145	\$370,145
Cash Flow	(\$392,727)	(\$387,106)	(\$378,689)	(\$382,936)	(\$377,929)



Counsilman Hunsaker
AQUATICS FOR LIFE

Watauga County, NC
Aquatic Center Operational Study
Boone, NC

FACILITY	Operating Cost	Revenue	Square Feet	P/T Emp.	F/T Emp.	Gyms	BKB Crts	R'Ball Crts	Walking Track	Multi Purpose	Cardio/ Wt Rm	Spin Cycle	Pools	Child Care	Aerobics Room
Marion	\$	\$1,770,000	54,000	120	6	1	1		1/4 M	2	2	1	1	1	
Monroe	\$3,744,298	\$4,120,750	88,000	8	11	2	2	2	Yes		1		3	3	3
Smithfield	\$ 927,503	\$ 817,423	74,000		5	1	2			2	1				
Waynesville	\$ 604,800 *	\$548,726	64,000	36	6	1	2	2	1/10 M	2	1	1	2	1	
Avery Co.											1				
Wellness Ctr			63,000			1					1	1	2	1	
Statesville			9,000		4	2				1					

Membership Rates

	Family Max 4					Family Max 6					Household					Family Kids Free					Couple					Family Max 2					Family Max 2					Couple					Adult 18-59					Adult 18-59					Adult 18-58					Adult					Youth 12-17					Youth 21 U					Youth 3-17					Youth 14-17					Youth 5-11					Youth 17 U					Youth 3-17				
	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.	Daily	Mo.	Qtr.	6 mo.	Yr.																														
Monroe	-	\$65	-	-	-	-	\$50	-	-	-	-	\$38.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-	-	\$28.50	-	-	-																				
Smithfield	\$7	\$60	-	-	\$648	\$7	\$50	-	-	\$540	\$6	\$40	-	-	\$432	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378	\$4	\$35	-	-	\$378																				
Waynesville	\$20	\$79	\$195	\$376	\$726	\$11	\$65	\$156	\$297	\$568	\$8	\$52	\$116	\$218	\$409	\$6	\$39	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251	\$4	\$34	\$76	\$139	\$251																														
Avery	-	\$77	-	-	\$780	-	\$71	-	-	\$720	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540	-	\$54	-	-	\$540																														
Iredell	\$5	\$32	-	-	\$350	-	-	-	-	-	\$5	\$25	-	-	\$275	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175	\$4	\$16	-	-	\$175																																			
Statesville	\$3/\$5					\$3/\$5					\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160	\$3/\$5	\$20/30	-	-	\$160																																			

* Does not include personnel & fringe benefits

Capital Funding Plan

Watauga County School System

	Current Capital	Capital Project Set Aside		Total Annual County Funding	Lottery Funds	Long Term Needs	Total Capital Funding
2013-14	\$0	\$340,400					
		<i>300,000</i>	*	\$640,400	\$301,994		\$942,394
2014-15	175,000	300,000		475,000	296,693		771,693
2015-16	275,000	375,000		650,000	300,000		950,000
2016-17	300,000	400,000					
		<i>300,000</i>	*	1,000,000	300,000		1,300,000
2017-18	450,000	500,000		950,000	300,000	1,500,000	2,750,000
2018-19	450,000	500,000		950,000	300,000	1,500,000	2,750,000
2019-20	450,000	500,000		950,000	300,000	1,500,000	2,750,000
2020-21	450,000	500,000		950,000	300,000	1,500,000	2,750,000
2021-22	450,000	500,000		950,000	300,000	1,500,000	2,750,000

Lottery Funds: Balance is \$53,793 with additional revenues expected in FY 18-19 of approximately \$345,460.

ADM Funds: Balance is \$3,306.

**One time allocations from unassigned fund balance increase at prior year end.*

Ten Year Funding Summary for Watauga County Schools

Budgeted

Current Expense

Fiscal Year	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19
Current Operating	11,065,679	10,984,774	11,839,645	11,839,645	12,062,834	12,062,834	12,558,345	12,713,712	13,157,455	13,556,880
Annual Inc/(Dec)	(84,406)	(80,905)	854,871	-	223,189	-	495,511	155,367	443,743	399,425
	-0.76%	-0.73%	7.78%	0.00%	1.89%	0.00%	4.11%	1.24%	3.49%	3.04%
WCS Fund Balance	1,958,446	2,400,214	4,499,249	4,687,534	4,077,715	3,333,909	3,235,107	3,256,372	3,256,238	
Fund Bal Inc/(Dec)	1,446,002	441,768	2,099,035	188,285	(609,819)	(743,806)	(98,802)	21,265	(134)	

Capital Expense

Fiscal Year	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	17/18
Additional Projects	3,496,624	50,000	-	-	-	-	-	-	-	-
Capital Projects Fund	-	-	-	-	640,400	300,000	375,000	928,688	500,000	500,000
Long Term Capital Needs	-	-	-	-	-	-	-	-	1,500,000	1,500,000
QSCB Projects	1,219,216	-	-	-	-	-	-	-	-	-
Lottery/ADM Projects	83,264	650,493	966,108	268,964	216,249	820,740	210,132	566,931	167,500	300,000
Current Capital	326,909	407,814	321,574	340,400	-	175,000	275,000	300,000	450,000	450,000
Subtotal of Capital:	5,126,013	1,108,307	1,287,682	609,364	856,649	1,295,740	860,132	1,795,619	2,617,500	2,750,000
Annual Inc/(Dec)	3,189,916	(4,017,706)	179,375	(678,318)	247,285	439,091	(435,608)	935,487	821,881	132,500
Debt Service	6,514,178	6,370,571	7,528,099	6,999,071	7,020,392	6,452,109	5,458,896	5,348,988	5,202,104	5,060,420
WCS Fund Balance	280,775	261,068	321,344	173,108	39,504	315,497	303,378	325,991	405,963	
Capital Bal Inc/(Dec)	(8,937)	(19,707)	60,276	(148,236)	(133,604)	275,993	(12,119)	22,613	79,972	

Total County Funding Excluding Debt Service	14,889,212	11,442,588	12,161,219	12,180,045	12,703,234	12,537,834	13,208,345	13,942,400	14,107,455	14,506,880
Annual Inc/(Dec)	2,663,723	(3,446,624)	718,631	18,826	523,189	(165,400)	670,511	734,055	165,055	399,425

Total Funding	22,705,870	18,463,652	20,655,426	19,448,080	19,939,875	19,810,683	18,877,373	19,858,319	20,977,059	21,367,300
Annual Inc/(Dec)	2,946,660	(4,242,218)	2,191,774	(1,207,346)	491,795	(129,192)	(933,310)	980,946	1,118,740	390,241

Change in Operating Fund Balance, last year versus 9 years ago: \$ 2,743,794 increase

Change in Capital Fund Balance, last year versus 9 years ago: \$ 116,251 increase

TRANSPORTATION AND DISPOSAL AGREEMENT

THIS TRANSPORTATION AND DISPOSAL AGREEMENT (this “Agreement”) is entered into as of this ____ day of March, 2019 by and between the County of Watauga, a political subdivision, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the “County”), and Republic Services of North Carolina, LLC, a North Carolina limited liability company, (hereinafter referred to as “Republic”).

RECITALS

WHEREAS, the County owns the Transfer Station (as defined below);

WHEREAS, the County has a need for certain waste delivered to the Transfer Station to be transported and disposed of in a disposal facility;

WHEREAS, the County issued a Request for Proposals for Hauling and Disposal Services for Solid Waste with responses due January 3, 2019;

WHEREAS, Republic is a provider of solid waste transportation and disposal services and operates a disposal facility, and Republic responded to the County's Request for Proposals;

WHEREAS, the County, after evaluating responses to its Request for Proposals, selected Republic to transport and dispose of certain waste delivered to the Transfer Station upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Affiliate” shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended, and shall additionally include successors, designees, and assigns.

(b) “Agreement” means this Transportation and Disposal Agreement between Republic and the County, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.

(c) “County Area” means the geographic jurisdiction of the County and each municipality within the County.

(d) “Disposal Facility” means the disposal facility known as the Foothills Environmental landfill, located at 2800 Cheraw Road, Lenoir, North Carolina, and operated by Republic, or its Affiliate, as of the Effective Date hereof or any other disposal facility designated by Republic.

(e) “Effective Date” means April 1, 2019.

(f) “Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

(g) “Fees and Taxes” means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the acceptance, transportation, or disposal of Waste which are imposed on the Disposal Facility or Republic by law, ordinance, rule, regulation and/or agreement with a governmental authority at any time during the term of this Agreement, whether imposed retroactively or prospectively as such may be increased from time to time.

(h) “Force Majeure” means any event relied upon by Republic as justification for delay in or excuse from complying with any obligation required of Republic under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Disposal Facility with respect to the acceptance, transportation and/or disposal of Waste; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept, transport and/or dispose of Waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance, transport and/or disposal of Waste; or (vi) the failure of Republic to obtain an expansion of the Disposal Facility for the acceptance and disposal of waste.

(i) “Hazardous Materials” means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term “Hazardous Materials” also includes Hazardous Waste and any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(j) “Hazardous Waste” means any waste regulated under or pursuant to any Environmental Laws. The term “Hazardous Waste” also includes any waste that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) “Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands or subsurface strata.

(l) “Special Waste” means non-hazardous waste that requires special handling or management due to its composition or volume. All such waste must comply with Republic's Special Waste procedures prior to acceptance.

(m) “Ton” means 2,000 pounds.

(n) “Transfer Station” means the transfer station owned by the County and located at 336 Landfill Road, Boone, North Carolina.

(o) “Unacceptable Waste” means any and all solid waste which the Disposal Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, yard waste, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by local, state, or federal law, or in the reasonable discretion of Republic, to be dangerous or threatening to human health or the environment, to the transport of Waste, or to the operations conducted at the Disposal Facility.

(p) “Waste” means any and all non-hazardous solid waste, including construction and demolition materials but excluding Unacceptable Waste, transported from the Transfer Station and delivered to the Disposal Facility by Republic on behalf of the County which Republic is authorized to transport and which the Disposal Facility is authorized to accept pursuant to its permits and licenses in existence at such time.

2. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue through March 31, 2024, and this Agreement shall automatically renew for one additional five (5) year renewal period unless either party provides written notice of nonrenewal to the other party no later than one hundred twenty (120) days prior to the end of the initial term. All references herein to the “Term” of this Agreement include the renewal period.

3. Disposal Fees.

3.01 The County shall pay Republic disposal fees of \$50.00 per Ton, which includes the \$2.00 NC Solid Waste Fee, for the transportation of Waste from the Transfer Station to the Disposal Facility and the disposal of Waste at the Disposal Facility, plus any (i) Fees and Taxes and (ii) increased operational costs or expenses incurred by Republic caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws or regulations, whether imposed retroactively or prospectively (such amount as adjusted by (i) and (ii) is referred to herein as the “Disposal Fees”). The Disposal Fees, specified in this Section 3 shall be adjusted to increase in accordance with the CPI as follows: effective on July 1 of each year during the Term (commencing on July 1, 2020), the Disposal Fees shall be adjusted to reflect the change in the Consumer Price Index. For the purposes of this Agreement, the CPI shall mean the CPI for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. Contractor shall provide notice to the County in May of any Disposal Fee increase based on the CPI. The term “Disposal Fees” as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The parties hereto agree that the Disposal Fees only apply to Waste delivered to the Disposal Facility if such Waste is collected from the Transfer Station and delivered to the Disposal Facility by long-haul transfer trailers.

3.02 The Disposal Fee is based upon diesel fuel cost of \$2.92 per gallon. Each \$0.08 increase or decrease above or below this rate will result in a fuel surcharge or credit per ton equal to .1% of the Disposal Fee. Charges or credits will be determined based on the Department of Energy published price for the Lower Atlantic Region. The price posted on the last Monday of each month shall be used to determine the fuel surcharge or credit applicable for the upcoming month's billing.

3.03 The Disposal Fee is also based on a minimum monthly average load weight of Waste transported from the Transfer Station hereunder of 20 tons. If the monthly average load is less than 20 tons, the parties agree that all of the loads for that month will be billed at 20 tons. Republic or its subcontractor may request to haul a load less than 20 tons for trailer logistical purposes, and in such event, such load would be disregarded in calculating the average load weight for purposes under this Section 3.03.

3.04 If Republic performs disposal services outside its regular business hours or any additional services due to special circumstances concerning the services hereunder not caused by Republic (including, without limitation, as requested by the County), Republic may adjust the Disposal Fees to offset the additional costs in performing such services.

3.05 Republic shall send the County an invoice for the Disposal Fees. The County shall pay Republic the full amount within twenty-five (25) days of receipt of the invoice. Unpaid invoices shall carry interest at the lesser of (i) of one- and one-half percent (1.5%) per month or (ii) the maximum amount permitted under applicable law. The obligations of the County to pay the Disposal Fees and other amounts payable hereunder shall be absolute and unconditional. In the event that the County fails to timely pay any outstanding amount that is not being contested by the County in good faith, Republic may, in addition to any other remedies available to Republic, suspend the County's right of transport and disposal of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement, by giving thirty (30) days written notice to the County.

3.06 In the event that (i) any Waste requires special handling or management due to its composition or volume or (ii) Republic agrees to dispose of any Unacceptable Waste, the County and Republic shall determine in advance, on a case by case basis, the charge to the County for Republic's transportation and disposal of such wastes. Payment for such transportation and disposal shall be based upon the actual costs incurred by Republic.

3.07 Republic will accept Waste directly from Watauga County Collection vehicles at the Disposal Facility at the rate of \$35.75 per ton, which includes the \$2.00 NC Solid Waste Fee.

4. Delivery and Acceptance of Waste.

4.01 The County agrees that all of the Waste delivered to the Transfer Station shall be loaded by the County onto Republic's transportation vehicles and staged to be transported and delivered by Republic to the Disposal Facility.

4.02 Republic shall have the right to weigh all vehicles delivering Waste to the Disposal Facility. At any time, Republic or the County may confirm the tare weight of any vehicle delivering Waste to the Disposal Facility on behalf of the County.

4.03 The County acknowledges that Republic intends to reject waste that, in Republic's sole determination, would be in violation of this Agreement, Republic's then existing licenses or permits, or would result in a violation of applicable federal, state or local laws, statutes, orders, rules, regulations or ordinances. The operator of the Transfer Station shall visually inspect Waste delivered to the Transfer Station. If, following Republic's acceptance of a load of waste hereunder, Republic determines that

Unacceptable Waste has been loaded onto its vehicles or included in such waste, Republic shall provide telephonic notice to the County as soon as reasonably practicable to the County manager or his designee (who has been so designated in writing to Republic) of such Unacceptable Waste, and Republic shall provide written follow-up notice to the County manager of such Unacceptable Waste within two (2) business days after the date of such determination. Republic can reject such waste at any time during the execution of services under this Agreement, including after such waste has been delivered to the Disposal Facility.

4.04 Ownership of Waste delivered to the Disposal Facility on behalf of the County shall pass to and be accepted by Republic when the vehicle transporting the Waste leaves the Transfer Station. Ownership of Unacceptable Waste loaded onto Republic's vehicles or delivered to the Disposal Facility by or on behalf of the County shall not pass to Republic at any time unless Republic agrees in writing in advance to accept such Unacceptable Waste.

4.05 Republic may detain and inspect the contents of all vehicles delivering Waste on behalf of the County that are delivering Waste to the Disposal Facility.

4.06 The County shall not load onto Republic's vehicles Unacceptable Waste or cause Unacceptable Waste to be delivered or disposed of at the Disposal Facility. If any Unacceptable Waste is loaded onto Republic's vehicles or delivered to the Disposal Facility by or on behalf of the County, Republic shall have the right to refuse or reject such waste or, if not detected prior to loading onto Republic's vehicles or acceptance at the Disposal Facility, Republic may remove such waste and assure its proper disposal, all at the County's expense, which expense the County agrees to promptly pay upon presentation by Republic of an invoice setting forth the actual costs in reasonable detail.

4.07 If Republic's trucks receive Unacceptable Waste at the Transfer Station, or deliver such waste to the Disposal Facility, and that delivery disrupts or otherwise affects the normal operations of the transportation of Waste or the Disposal Facility, or if Republic incurs any liabilities, obligations, costs, expenses (including reasonable attorneys' fees and costs) or damages as a result of the transportation or delivery of such waste, the County shall be liable to Republic, and upon presentation by Republic of an accounting in reasonable detail, the County shall promptly pay, perform and discharge Republic for and indemnify and hold Republic harmless against all such liabilities, obligations, costs, expenses or damages that Republic incurs as a result of the transportation or delivery of Unacceptable Waste.

4.08 In addition to other remedies provided in this Agreement, Republic may suspend the services it is required to provide pursuant to this Agreement and/or terminate this Agreement upon repeated loadings or deliveries or the one-time intentional loading or delivery of Unacceptable Waste by the County, as such are determined by Republic. In such event, Republic shall notify the County in writing of its intention to suspend services and/or terminate this Agreement, and such suspension and/or termination shall become effective one hundred twenty (120) days following delivery of such notice (provided, however, if during such one hundred twenty (120) day period, Unacceptable Waste is loaded or delivered to Republic, then Republic may suspend and/or terminate this Agreement immediately).

4.09 Republic shall only be responsible for transportation of Waste from the Transfer Station to the Disposal Facility. Republic shall not be responsible or liable for any other transportation, including redelivery to the County, of any waste, including Unacceptable Waste. Republic may, in its sole discretion, deem a violation by the County of any applicable law, statutes, ordinances, rules, regulations, or orders relating to the transportation and handling of solid waste a breach of this Agreement.

4.10 Republic agrees to comply in all material respects with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders concerning the transportation and handling of solid waste.

4.11 Republic shall be responsible for any and all injuries, damages, fines, including, without limitation, over weight penalties or losses arising directly or indirectly from or connected in any manner with overloaded tractors and trailers. Notwithstanding the foregoing, Republic shall not be liable for damage to driveways, parking areas, loading areas, or other surfaces at the Transfer Station that results from the weight of Republic's vehicles. Republic shall also be responsible for tarping and untarping the trailers upon receipt and disposal of Waste and shall not negligently allow any Waste to fall out of its trailers during the hauling and transportation of Waste to and from the Disposal Facility. The County shall be responsible for damage to Republic's trailers, including damage to trailers belonging to any of Republic's subcontractors, resulting from negligent or willful acts or omissions of the County or any of its officers or employees.

4.12 The County shall operate the Transfer Station during the following hours: Monday through Friday - 8:00 AM to 4:00 PM and Saturday- 8:00 AM to 12:00 PM, excluding holidays as established by the County. If it should become necessary for the County to operate additional hours due to Republic's inability to transport the Waste in a timely manner, Republic will reimburse the County for the cost of the overtime as calculated by the County. If at any time the County has to leave Waste on the tipping floor overnight due to Republic's inability to transport the Waste in a timely manner on the terms and conditions of this Agreement, Republic shall pay the County a penalty of \$500.00 a day (subject in all cases to the terms and conditions of this Agreement (including, without limitation, Section 5)). The County may deduct such penalty against the invoice for such applicable month. Republic would also be responsible for any fines levied against the County by the State as a result of its inability to transport such Waste, subject in all cases to the terms and conditions of this Agreement (including, without limitation, Section 5).

4.13 Republic shall have the right, in its sole discretion, to subcontract the transportation of Waste from the Transfer Station to the Disposal Facility without the consent of the County. Republic shall continue to be responsible for its transportation obligations in the event transportation of Waste is subcontracted. Republic, and not the County, shall be liable for any obligations between Republic and any subcontractor.

4.14 If, during the Term, an employee of Republic knowingly delivers to the Transfer Station waste from outside of the County, then Republic shall pay to the County a penalty of \$1,000 per occurrence plus the amount of any tipping fees that would have been charged.

4.15 If, in connection with Republic's residential and commercial waste collection within the County during the Term, if an employee of Republic knowingly delivers commercial waste to the Transfer Station and represents that it is residential waste, then Republic shall pay to the County a penalty of \$1,000 per occurrence plus the amount of any tipping fees that would have been charged.

5. Suspension and/or Termination. In the event of an event of Force Majeure, either party hereunder may suspend its obligations hereunder and such party shall not have any liability to the other party due to such Force Majeure or such suspension. It is mutually understood and agreed that the obligation of Republic to transport and dispose of Waste for the Disposal Fees provided in Section 3, as adjusted, for a period of not less than sixty (60) months is fixed and non-terminable, provided, however, that Republic may terminate this Agreement upon (i) an event of Force Majeure which continues unabated for a period of thirty (30) days and which, in Republic's reasonable discretion, renders the transportation of Waste or

operation or maintenance of the Disposal Facility infeasible for any reason; or (ii) any breach or default of this Agreement by the County, pursuant to Section 11 hereof.

6. Covenants, Representations and Warranties of the County. The County agrees and represents and warrants to Republic as follows:

6.01 Existence and Good Standing. The County is (and will continue to be throughout the term hereof) validly existing as a political subdivision and is in good standing under the laws of the State of North Carolina.

6.02 Approval and Authorization. The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various and other enabling sections of the North Carolina General Statutes. The Board has duly authorized and the applicable North Carolina statutes so authorize the following: the execution and delivery of this Agreement, the County's performance of all of its duties and obligations contained herein, the County's collection of all necessary fees and charges, the County's making of all necessary expenditures, and the County's taking of all other necessary actions to meet these obligations, including, but not limited to, to the extent allowed by law and the North Carolina and United States Constitutions, and adopting solid waste management plans. This Agreement constitutes a valid and legally binding obligation of the County during the term of this Agreement, is binding upon all future Boards, and is enforceable in accordance with its terms.

6.03 No Litigation. There is no action, suit, or proceeding pending or, to the best of County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

6.04 Non-discretionary Functions. This Agreement pertains solely to non-discretionary, proprietary functions. The County's continuing obligations under this Agreement bind all future County Boards or other governing bodies, during the term of this Agreement, to make all necessary appropriations and take all necessary actions to meet these obligations.

6.05 County Support. The County fully supports the operation of the Transfer Station and the transport and disposal by Republic of Waste at the Disposal Facility and is committed to fully supporting the performance of this Agreement.

6.06 Covenant for Delivery of Waste. The County covenants and agrees that it will use its best efforts to deliver or cause to be delivered all Waste generated, entering into or otherwise collected within the County Area to the Transfer Station (excluding land clearing inert debris), all for transport by Republic from the Transfer Station to the Disposal Facility hereunder. To the extent necessary to fulfill this covenant, the County will adopt all necessary solid waste management plans. To the extent allowed by law and consistent with the Constitutions of North Carolina and the United States, the County, shall: (i) exclusively use the Transfer Station and the Disposal Facility for disposal of all Waste generated from within the County; (ii) not contract with any other Person for services which are the same or similar to those provided by Republic in this Agreement; and (iii) not establish or operate a solid waste management facility within the County Area offering the same or similar services as those provided by Republic in this Agreement; provided, however, that nothing herein shall prevent the County and municipalities within the County from implementing waste recycling and waste reduction programs.

7. Covenants, Representations and Warranties of Republic. Republic represents and warrants as follows:

7.01 Existence and Good Standing. Republic is duly organized under the laws of North Carolina and will continue to be, throughout the term hereof validly existing in good standing under the laws of the State of North Carolina.

7.02 Approval and Authorization. Republic has all requisite power and authority to enter into and fully perform this Agreement. Republic's execution and delivery of this Agreement and Republic's performance of all of their duties and obligations contained herein have been duly authorized by all necessary action on the part of Republic, and this agreement of Republic is enforceable against Republic in accordance with its terms.

7.03 No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of Republic, threatened against or affecting Republic, or any of its affiliates, at law or in equity or before or by any federal, state, municipal, or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein.

7.04 Compliance with Laws. Republic covenants and agrees that, in the operation of the Disposal Facility, Republic will comply, in all material respects, with any and all federal, state, and local laws, including all Environmental Laws applicable to Republic concerning the operation of the Disposal Facility subject to Republic's right to contest in good faith the interpretation, application and enforcement of any such laws.

8. Indemnification.

8.01 Indemnification by Republic. Republic agrees to indemnify and save harmless the County, its officers and employees from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, damages, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees including any of the preceding relating to liability under the Environmental Laws or to investigation and cleanup under the Environmental Laws) ("Indemnified Costs"), arising out of or in connection with Republic's negligent performance of this Agreement; provided, however, that Republic shall not indemnify the County or any of its officers or employees from any Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of the County or any of its officers, employees, agents or contractors, or any breach by the County of any agreement, representation or warranty of the County contained in this Agreement. The indemnity obligation of Republic under this Section 8.01 shall survive the expiration or termination of this Agreement, for any reason whatsoever, subject to any applicable statute of limitation.

8.02 Indemnification by the County. The County agrees to indemnify, defend and save harmless Republic, its officers and employees, from any Indemnified Costs caused by or resulting from any negligent or willful act or omission of the County, its officers, employees, agents or contractors, or resulting from the breach by the County of any of the agreements, representations, or warranties of the County contained in this Agreement; provided, however, that the County shall not indemnify Republic from Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of Republic, its officers, employees, agents or contractors including, without limitation, any such act or omission in connection with Republic's transport and disposal of Waste, or any breach by Republic of any agreement, representation or warranty of Republic contained in this Agreement. The indemnity obligations of the County under this Section 8.02 shall survive the expiration or termination of this

Agreement for any reason whatsoever, subject to any applicable statute of limitation. The County agrees not to contest by action or defense the enforceability of its indemnity obligations herein.

9. **Insurance.** Republic shall at all times, during the term of this Agreement, maintain in full force and effect coverage in the amounts shown below. Before commencement of work hereunder, Republic agrees to furnish the County certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall be supplemented by blanket-form notice endorsements (general liability and auto liability that will provide County with thirty (30) days written notice in the event of policy cancellation, non-renewal or material change.

For purposes of this Agreement, Republic shall carry the following types of insurance in at least the limits specified below:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
--	--

10. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile transmission, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Republic:

Republic Services of North Carolina, LLC

2440 Whitehall Park Drive, Suite 800

Charlotte, NC 28273

Phone: (980) 430-8505

ATTN: Shane Walker, Area President

With a copy to:

Republic Services, Inc.

18500 N. Allied Way

Phoenix, Arizona 85054

ATTN: General Counsel

To the County:

Watauga County

814 West King Street, Suite 205

Boone, NC 28607-3525

ATTN: County Manager

11. Default; Remedies.

11.01 Breaches. A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

11.02 Events of Default. An event of default shall include, but not be limited to, the following:

(a) Republic voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law; (ii) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition; (iii) applying for or consenting to the appointment of a receiver, trustee, custodian, sequestrator or similar official for a substantial part of its property; (iv) filing an answer admitting the material allegations of a petition filed against it in any such proceeding; or (v) making a general assignment for the benefit of creditors;

- (b) the commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (i) relief in respect of Republic, or of a substantial part of Republic's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law, which petition shall remain undismissed for 120 days; (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for Republic or for a substantial part of Republic's property and such petition shall continue undismissed for 120 days; or (iii) an order or decree approving or ordering any of the foregoing shall continue and stay in effect for 60 days;
- (c) a breach of this Agreement by Republic or the County, which breach is not cured pursuant to Section 11.03 hereof;
- (d) failure to maintain the insurance required under Section 10. Notwithstanding any other provision, the County may terminate this Agreement if Republic does not reinstate coverage within fifteen (15) days after receipt of written notice from the County;
- (e) failure of the County to fulfill its cooperation obligations in Section 12; or
- (f) failure of Republic to transport the Waste in a timely manner, as discussed in Section 4.12

11.03 **Obligation to Cure Breaches.** Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within 30 days of receipt of written notice from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which reasonably be expected to lead to a curing of the breach (the 30-day period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that if any party to this Agreement fails to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within 15 days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment was due.

11.04 Remedies for Default.

- (a) In the event of a default under this Agreement, the non-defaulting party shall, upon 5 days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sums due which become due to the defaulting party under this Agreement. In any event, such costs shall be considered Indemnified Costs. The non-defaulting party shall use its commercially reasonable efforts to employ an economically reasonable method of curing any such default.
- (b) If an event of default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement; and/or (ii) suspended services provided pursuant to this agreement or terminate this Agreement.
- (c) Notwithstanding any other provision in this Section in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 120 days prior written notice of termination to the defaulting party, provided, however, that (i) only 60 days' notice of termination is required if a default is based on a failure to pay fees when due under this Agreement, and (ii) termination is effective upon the County's receipt of notice where the default is the repeated or one-time intentional

loading or delivery of Unacceptable Waste, as provided in Section 4.08. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured within 90 days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect. Provided, however, that there shall be no cure for repeated violations of the same or similar nature which have been the subject of default and cure in the past.

(d) Subject to the terms and conditions of Section 11 hereof, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.

12. County Cooperation. The County shall fully and actively support the transport of Waste from the Transfer Station and disposal of Waste at the Disposal Facility, cooperate fully with Republic in order to assist Republic in maintaining approvals and permits for such transport and disposal that are contemplated by this Agreement (including, without limitation, cooperation related to permits and Facility Plan amendments), and shall supply to Republic in a timely manner such information as Republic may reasonably request which is necessary or useful to Republic in fulfilling such obligations and which the County has in its possession or control. The County will move transfer trailers in and out of the Transfer Station for loading and transfer; and the County will allow for the onsite storage of transfer trailers, including overnight storage, when necessary.

13. Independent Contractor; No Agency. Republic will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of Republic nor empowered or authorized to obligate Republic in any way.

14. Assignment. Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld, provided, however, for purposes of this section, neither the transfer or assignment of this Agreement to corporate affiliates of Republic, nor the change of control of Republic, will be deemed an assignment, transfer or delegation.

15. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable in any respect, such invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, unconstitutional or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

17. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Specifically, this Agreement shall bind the successors and assigns of the County, including, but not limited to, any transferee of the Transfer Station, as if such successors and assigns had executed this Agreement on the date hereof, and such shall inure to the benefit of Republic and its successors and assigns.

18. Construction. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

19. Entire Agreement. This Agreement constitutes the entire understanding between the County and Republic, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

20. Counterparts. This Agreement may be executed in two counterparts, each of which will be considered an original.

21. Court Jurisdiction. The parties mutually consent and agree that the court of competent jurisdiction with respect to any legal actions related to this Agreement shall be the United States District Court for the Western District of North Carolina.

IN WITNESS WHEREOF each party hereto has caused this Amendment to be executed in its name and behalf by its duly authorized representative.

WATAUGA COUNTY, NORTH CAROLINA

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

SOLID WASTE OPERATIONS ORDINANCE

ARTICLE I

This ordinance shall be known and may be cited as the Solid Waste Operations Ordinance.

ARTICLE II.

AUTHORITY

The Watauga County Board of Commissioners is authorized by the State of North Carolina to enact this Ordinance pursuant to the following General Statutes of the State of North Carolina:

- 153A-121 (General Ordinance-Making Power)
- 153A-122 (Territorial Jurisdiction of County Ordinance)
- 153A-123 (Enforcement of Ordinances)
- 153A-132 (Removal and disposal of junked vehicles, trash, garbage, etc.)
- 153A-136 (Regulation of Solid Wastes)
- 153A-292 (County Collection and Disposal, tax levy)
- 130A-292 (Solid Waste)
- 130A-309 (Solid Waste)

Pursuant to NCGS 153A-122, this ordinance shall apply to all areas of unincorporated Watauga County which are not within the extra-territorial jurisdictions of any municipalities. All municipalities, their respective corporate limits, and extra-territorial jurisdiction shall be exempted from the ordinance, unless they choose to adopt this ordinance or some form thereof.

ARTICLE III.

DEFINITIONS

1. "Ashes" -Refuse resulting from the burning of wood, coal, coke or other combustible material which have no live embers.
2. "Demolitions Materials" - Lumber, bricks, plaster, sheet-rock, loam and other substances used for repairs, construction, or as a result of destruction of buildings or structures.
3. "Convenience Centers" - Disposal sites operated by the County which are staffed and contain recycling receptacles. Also known as "container site" or "green box site."

4. "Commercial and Institutional Establishment" - Office; retail store; wholesale store; religious, charitable, or government office; private club; hospital; group of mobile homes; apartment; group of apartments; or similar establishment; (provided, however, that such establishment shall not be construed to refer to the residence of individual mobile homes or individual apartments).
5. "Dead Animals-Large" - Any domestic or non-domestic animal larger than common house pets such as cats and dogs.
6. "Dead Animals-Small" - Cats, dogs, and other small animals.
7. "Dumpster or Bulk Container" - Refuse bulk-storage container units which are owned and/or maintained by Watauga County for the purpose of collecting refuse.
8. "Hazardous Solid Wastes" - Includes, but is not limited to, explosives, pathological wastes, pesticides, chemicals highly combustible and other toxic materials which are harmful to public health.
9. "Industrial Establishments" - Factories, processing plants and other manufacturing enterprises.
10. "Local Governing Agency" - Incorporated cities, towns, counties and specific purpose districts which are empowered to undertake solid waste management programs.
11. "Land Clearing and Inert Debris (LCID)" - Stumps, untreated wood, brush, uncontaminated earth.
12. "Multiple Residential Unit" - Any duplex, apartment, group of apartments, or group of mobile homes.
13. "Open Burning" - Any fire wherein the products of combustion are emitted directly into the atmosphere and are not directed thereto through a stack or chimney, incinerator, or other similar devices.
14. "Open Dump" - Consolidation of solid waste from one or more sources at a disposal site which has unsanitary conditions, including but not limited to having little or no cover.

15. "Person" - An individual, firm, governmental unit, organization, partnership, corporation, or company.
16. "Putrescible Waste" - Solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal and carcasses.
17. "Recyclable Material" – Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
18. "Refuse" - Non-putrescible wastes.
19. "Residential Unit –Single" - Any dwelling place occupied by one family.
20. "Solid Waste" - Garbage, refuse, rubbish, trash, and other discarded solid materials, including solid waste materials resulting from industrial, commercial and agricultural operations, and from community activities; does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources such as silt, dissolved or suspended solids, industrial waste water effluents, dissolved materials in irrigation return flows or other common water pollutants.
21. "Solid Waste Center" - Area located off 421 East at Landfill Road where solid waste is processed for disposal.
22. "Special Waste" - Any waste that cannot be disposed of with regular solid waste and requires special handling, permits, or incurs additional disposal costs.
23. "Solid Waste Collector" - Any person who collects or transports solid waste, and is compensated by customer and/or employer.
24. "Solid Waste Disposal" - Collection, storage, treatment, utilization, processing, or final disposal of solid wastes.
25. "Solid Waste Disposal Facility" - Land, personnel, equipment, or other resources used in the disposal of solid wastes.
26. "Waste" - Litter, rubbish, refuse and miscellaneous, unusable or unwanted materials.

27. "Yard Waste" - Solid waste consisting of vegetative matter resulting from landscaping maintenance such as leaves, grass, limbs, and trimmings.

ARTICLE IV. COUNTY-WIDE COLLECTIONS

The following rules govern the use of container sites and convenience centers owned or operated by Watauga County:

A. No person shall throw or dispose from any house-hold, yard, business or vehicle, any solid waste into drainage ditches, roadways, roadway medians, manholes or other places detrimental to the general environment, but shall dispose of such waste in approved containers or at the solid waste disposal center.

B. County bulk containers for recyclables and mixed solid waste are provided by the County at designated convenience centers for the exclusive use of part or full-time residents of Watauga County. Non-residents may obtain a permit from the Watauga County Sanitation Department for a fee of \$125 to dispose of residential trash at County container sites. The \$125 permit fee is subject to change each fiscal year. In addition, the permit allows non-residents to use the County transfer station and pay any related tipping fee associated with the use. Non-residents obtaining a permit will not receive the two thousand pounds free tipping given to County residents who are charged the solid waste fees on ad valorem their tax bill. Commercial/Small Business haulers are not eligible to utilize container sites or the transfer station for out-of-County solid waste. Violators of this section may be prosecuted under NCGS 14-399.

C. With the exception as stated above in Section B, use of solid waste containers at convenience centers is limited to solid waste generated in Watauga County by residential households in the normal day-to-day course of living excluding the following items:

- 1) Fire, embers, or hot ashes
- 2) Hazardous or liquid wastes of any type
- 3) Highly combustible materials
- 4) Automobile and truck tires
- 5) Motor vehicles, batteries, or major components thereof

- 6) Dead animals, both large and small
- 7) Major household appliances, such as refrigerators, stoves, washers, dryers, etc.
- 8) Insecticides or unwashed insecticide containers
- 9) Chairs, sofas, tables, mattresses or other items of furniture
- 10) Building and construction materials
- 11) All other material exceeding three (3) feet at its longest dimension
- 12) Yard waste

Items 4 through 12 must be directly disposed of at the solid waste center. No commercial, industrial or institutional waste may be deposited at a convenience center or container site.

D. All trash deposited at a convenience center or container site must be placed within a container. No person shall deposit solid waste on the ground or pavement.

E. It shall be expressly prohibited and unlawful for any person to perform any of the following acts:

- 1) Defile, deface, burn, destroy or otherwise vandalize or abuse solid waste containers, container sites, or any other equipment or facilities located at the container site.
- 2) Loiter and/or congregate on any container site after having deposited solid waste at the site, or without the need or apparent intention to deposit solid waste.
- 3) Leave a vehicle unattended on any container site or convenience center. Any vehicle left unattended may be towed or impounded at the owner's expense.
- 4) No unauthorized person(s) may remain at a convenience site for any reason without attendant present.

- 5) Climb on, around, or inside of a solid waste container.
- 6) Move a solid waste container from its assigned location.
- 7) Open bags or other bindings which contain solid waste materials either inside a container or at a solid waste disposal facility.
- 8) Use containers provided by the County which are not intended for public use and are marked "SCHOOL USE ONLY" or "NOT FOR PUBLIC USE."
- 9) Pilfer or otherwise remove any items from a solid waste container or from a solid waste disposal facility, except as permitted by authorized Watauga County employees, agents, or contractors.
- 10) Place mixed solid waste in containers designated for recyclables. Recyclables must be deposited in containers as specified at the site.

ARTICLE V.

SOLID WASTE OPERATIONS AND DISPOSAL

The following rules govern the transport and disposal of solid waste at the County solid waste center:

A. The general public is allowed to be in the Watauga County Solid Waste Center property in the area so designated only for the express purpose of transporting and disposing of authorized waste during hours of operation. All persons must promptly leave the property once wastes are deposited at the appropriately designated areas unless specifically authorized by County personnel. Persons loitering on site during operating hours and present at site after hours may be prosecuted for trespassing.

B. Commercial, industrial, and institutional establishments shall be totally responsible for proper collection and transportation of any and all of their solid wastes. All commercial, industrial and institutional establishments failing to comply with the terms, conditions and provisions of the ordinance shall be subject to all fines, penalties, and punishment contained herein.

C. The driver of any conveyance transporting solid waste shall be responsible for any spillage.

D. With the exception as stated in Article IV Section B, no solid waste generated outside the geographic boundaries of Watauga County shall be deposited or accepted at the solid waste center.

E. No pilfering or other unauthorized removal of solid waste items from the container sites, convenience centers, recycling receptacles, or solid waste center will be allowed.

F. Persons delivering wastes to the solid waste center shall be required to separate and dispose of all wastes in the proper designated areas as directed by County personnel.

G. Metal or plastic drums, such as oil and chemical containers, shall not be accepted unless said drums have both ends (top and bottom) completely removed and all residues removed as provided for in the instructions by contents manufacturer.

H. Disposal of liquid or hazardous waste at the solid waste center is prohibited. Any determination in the definition of waste as made by County solid waste personnel shall be final.

I. Any items designated as "special waste" shall be disposed of in a manner as prescribed by County solid waste personnel.

J. Tires, yard waste, appliances, lead acid batteries, and other banned or designated solid wastes shall not be accepted unless separated and placed in designated areas as prescribed by County solid waste personnel.

ARTICLE VI. SOLID WASTE FEES SCHEDULE

A. Fee Schedule: The solid waste user fee schedule shall be set and adopted within the annual Watauga County Budget Ordinance, and may not exceed the costs of collection and the costs of operating the disposal facility.

The user fees for County residences shall attach to the annual Watauga County ad valorem tax bill for qualifying property, except as provided here.

1) A solid waste user fee shall be established through the budget ordinance for each residential unit. Residential unit is defined as an area or structure designed or designated for separate or group occupancy.

2) A user fee for green box container sites shall be established through the budget ordinance for each residential unit as defined above except all those residential units within the corporate limits of the Town of Boone, the Town of Blowing Rock or the Town of Beech Mountain.

3) The following residential units are hereby exempted and excluded from the provisions of the set fee schedule:

a. All residential units that are exempted from ad valorem taxes by the provisions of Section 105 of the North Carolina General Statutes.

b. All residential units whose taxable value is reduced to "0" by the provisions of North Carolina General Statutes 105-277 or United States Code 801.

c. All residential real property which is designated by the Watauga County Tax Office as unlivable.

d. All residential personal property (mobile homes) which is designated by the Watauga County Tax Office as unlivable.

4) The landfill tipping user fee shall be assessed to all remaining residential users at a rate established by the Budget Ordinance as measured by weight at the county landfill. A 2000 pound waiver will be granted to private residential users.

5) The landfill tipping user fee will be waived for all acceptable recyclables handled through Watauga County's recycling system.

6) TIPPING FEE WAIVER POLICY

The County Manager may waive the tipping user fee for debris created as a result of fire to a primary homeowner's residence. A property owner who has experienced such loss may apply directly to the County Manager.

Eligibility is based on:

- a) Statement by the owner of no insurance coverage for debris removal;
and,

- b) Income below the current County median as established by the US Department of Housing and Urban Development. Documentation in the form of the prior year's tax return is required. In the absence of a tax return, a notarized statement by the property owner that no tax return was required the previous year is acceptable.

Tipping user fee may be waived by the Manager during a one-week period not to exceed a total amount of 20 tons.

B. Collections:

1) The solid waste and green box container site user fees as set by the budget ordinance shall be paid to the Watauga County Tax Collector for deposit to the Solid Waste Enterprise Fund of the County. Said fees are due and payable at par or face amount until and in the same manner as provided for ad valorem taxes in General Statute 105-360. The solid waste and green box user fees may be billed with annual ad valorem property tax bills and the user fees may be collected in the same manner as delinquent taxes. All said fees not paid as provided above shall accrue interest as provided in G.S. 105-360(a) (1) and (2). Settlement of disputes as to the appropriateness or amount of the fee charged is hereby delegated to the Watauga County Tax Collector subject to review and approval by the Watauga County Board of Commissioners.

2) Tipping user fees will be billed and collected under the direction of the County Finance Officer. All fees not collected at the landfill gate shall be billed on a monthly basis.

Accounts will become delinquent if paid 30 or more days from billing date. Landfill privileges shall be stopped for delinquent accounts.

ARTICLE VII. VIOLATIONS, ENFORCEMENT, AND PENALTIES

A. Violations - Criminal

1) The violation of any provision of this Ordinance shall be a Class 3 misdemeanor and any person convicted of such violation shall be punishable as provided in G.S. 153A-123.

2) Each day's violation of this Ordinance is a separate offense. (GS 153A-123(g)) Payment of a fine imposed in criminal proceedings pursuant to this section does not relieve a person of his liability for taxes or fees imposed under this Ordinance.

B. Violations – Civil

In addition to, and not in lieu of, the criminal penalties and other sanctions provided by the Ordinance, a violation of this Ordinance may also subject the offender to the civil penalties hereinafter set forth.

- 1) Such civil penalties may be recovered by Watauga County in a civil action or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.
- 2) Such notice shall include:
 - a. The face amount of the penalty if such penalty be paid within three (3) business days from the issuance of the notice and the late fee (\$10.00) if paid more than three (3) business days after its issuance.
 - b. Notice to the offender that failure to pay the penalties within the prescribed time shall subject such offender to a civil action for the stated penalty plus additional penalties including court costs.
- 3) A notice of violation may be delivered to the person or may be mailed by certified mail to the last known address.

C. Penalties – Civil

- 1) The civil penalty for violation of this Ordinance is \$25.00 per offense. Said penalty shall be paid to the Clerk of Court within three (3) business days from and after issuance of the citation.
- 2) In addition to the penalty prescribed in B (1) above, an additional \$25.00 penalty shall be imposed in all those cases in which the penalty has not been paid within three (3) business days.

3) Should it become necessary to institute a civil action to collect any penalty hereunder, then the violation shall also be subject to an additional penalty of \$60.00.

4) In addition, enforcement of this Ordinance may be made by appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).

D. Enforcement

It shall be unlawful for any person to interfere with, hinder, or harass the employees of Watauga County and authorized representatives in the performance of their duties as prescribed by this Ordinance.

E. All ordinances, amendments of ordinances, and clauses of ordinances in derogation of this ordinance are hereby repealed.

ARTICLE VIII. SEVERABILITY

This Ordinance is in addition to the County's Solid Waste Ordinance and Abandoned and Junked Motor Vehicle Ordinance. Any conflict between this Ordinance and either of the two other said Ordinances shall be resolved by the two other said Ordinances having precedence. If any section or part of this Ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this Ordinance are severable.

ARTICLE IX. CHANGES IN STATE LAWS

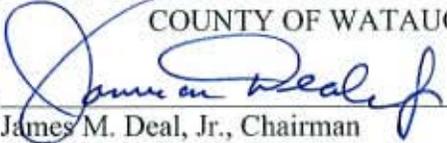
Should N.C.G.S. §153A-132 and N.C.G.S. §153A-132.2 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be changed or amended, or should such statutes require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

ARTICLE X. EFFECTIVE DATE

This Ordinance Amendment shall be effective on the 1st day of July, 2004.

Amendment adopted the 15th day of July, 2008.

BOARD OF COMMISSIONERS FOR THE
COUNTY OF WATAUGA

by: 
James M. Deal, Jr., Chairman

ATTEST:


Anita J. Fogle, Clerk to the Board

Watauga County
Sanitation Department
Recycling Office

Memo

To: Deron Geouque
From: Rex Buck
CC: Donna Watson
Date: February 6, 2019
Re: 2019 Community Pride Events

This is a request for permission to conduct weekly Community Pride events beginning July 1, 2019 – December 31, 2019. Community Pride events would be held every Saturday, and are intended to improve citizen access to solid waste programming and improve the overall appearance of Watauga County. Residents would be permitted to deposit, free of charge, residential waste and furniture items transported to the County's Transfer Station located at 463 Landfill Road, Boone, NC 28607. Residents would, also, receive free disposal of appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, building and construction debris, and materials exceeding three feet in length, and at the County's Recycling, and Land Clearing and Inert Debris facilities.



STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

COMMUNITY PRIDE DAY PROCLAMATION

July 1st – December 31st, 2019

WHEREAS, Watauga County is the beneficiary of an abundance of natural resources, including clean air and water, some of the oldest, most scenic mountains in the world, cascading waterfalls, wildlife, pristine rivers and streams, rolling hills and pastureland; and

WHEREAS, working together to protect and conserve these natural resources is essential to the continued quality of life for the residents of the County; and

WHEREAS, the observance of Community Pride Day provides a unique opportunity for individuals and groups to promote and raise awareness of environmental stewardship by setting goals and taking actions to lessen the negative impact on the environment; and

WHEREAS, the goal of Community Pride Day is to improve the appearance and character of Watauga County by removing litter and other debris from roadways, waterways and public and private lands; and

WHEREAS, residents will be allowed to dispose of residential waste, appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, building and construction debris, and materials exceeding three feet in length at the Watauga County Transfer Station, Recycling Facility, and Land Clearing and Inert Debris Landfill July 1st – December 31st for no charge. *(This does not apply to commercial waste, commercial haulers or businesses.)*

NOW, THEREFORE BE IT PROCLAIMED, by the Watauga County Board of Commissioners that each Saturday from July 1, 2019 – December 31, 2019, be declared **COMMUNITY PRIDE DAY** throughout the County and encourage all County residents to work together to ensure the preservation of our natural resources now and for future generations.

ADOPTED this, the _____ day of _____, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:





TO: Watauga County Board of Commissioners
Deron Geouque, Watauga County Manager

FROM: Wright Tilley, Executive Director

RE: TDA Update for Watauga County Board Retreat

DATE: 2/5/19

The Watauga County Tourism Development Authority (TDA) is pleased to provide this update at the 2019 Watauga County Commissioners' Retreat.

Attached to this memo is a copy of the current FY 18/19 Occupancy Tax chart through December 2018 comparing current fiscal year to last fiscal year, and a copy of the 2018 Calendar Year occupancy tax collections compared to calendar year 2017.

Watauga TDA Highlights:

- Closed the FY 17/18 fiscal year with an increase in occupancy tax revenue of 9.02%, which amounted to a \$ 135,683.59 increase in occupancy tax funds over the prior fiscal year.
- Current FY 18/19 Fiscal Year occupancy tax collections are up 11.60% over last year for July through December. This amounts to an additional \$110,735 in occupancy tax funds six months into the fiscal year.
- Calendar year 2018 occupancy tax collections were up 13.15% over the 2017 calendar year, which amounts to a \$203,394 increase in occupancy tax collections in 2018.

In the last (5) years, we have increased occupancy tax revenues in Watauga County by 63.7% and from 2010 through 2017 we have increased occupancy tax revenues by 99.7%.



Watauga County Tourism Development Authority

815 W. King Street, Suite 10, Boone, NC 28607 828-266-1345 ExploreBoone.com



- Watauga County is ranked 19th out of North Carolina's 10 counties in terms of overall travel impact among North Carolina's 100 Counties. (NC Commerce)
- Tourism in Watauga County generated visitor spending of \$254 million in 2017, a 2.1% increase over 2016. (NC Commerce)
- Local tax revenues generated by tourism in Watauga County in 2017 amounted to \$ 10.06 million. According to the NC Commerce Department this represents a \$405.26 tax savings to each county resident. (NC Commerce)
- 2,830 jobs in Watauga County were directly attributable to travel & tourism in 2017. (NC Commerce)
- The TDA continued to support the Watauga County Choose & Cut program in 2018 with a \$7,600 marketing grant to the Watauga County Christmas Tree Association.
- The Watauga County TDA's new advertising/marketing campaign that launched in early 2018, entitled "It's Better Here Than There" has been well received. The new campaign continues to emphasize outdoor recreation and natural beauty, but also helps us showcase arts & cultural programming, spas, shopping and local food and beverage. The 2018/19 media plan developed in conjunction with our ad agency, Clean Design, uses a variety of advertising mediums including, digital, print, television, radio, out-of-home, experiential, social media and public relations.

TDA Infrastructure/Product Development Projects:

- Middle Fork Greenway – The Watauga County TDA is committed to helping make the Middle Fork Greenway a reality. Over the past four years the TDA has committed \$425,000 to the Middle Fork Greenway Association. This year we are providing an additional \$250,000 in funding from our FY 18/19 budget and the board has already committed another \$250,000 from the next fiscal year budget.



Watauga County Tourism Development Authority

815 W. King Street, Suite 10, Boone, NC 28607 828-266-1345 ExploreBoone.com



- Outdoor Recreation Maps - The TDA worked with Destination By Design (DBD) to produce a series of outdoor recreation maps. We produced a public lands/hiking trails map, a cycling map, a New River Paddle Trail map, and a Rocky Knob Park map.
- County-wide Wayfinding Plan – The TDA is finalizing a master plan for a county-wide Wayfinding Signage Program. Many communities around the state have instituted similar wayfinding programs to help identify tourism assets in their areas. We have met with DOT several times in the process regarding sign design and locations. Destination By Design is finalizing construction documents and the recommended locations. We anticipate this to be a two to three year implementation plan.
- Howard Knob Park Master Plan - The TDA received the Howard Knob Park Master Plan that we hired Destination By Design to create. Here is a link to a digital version of the plan and we will provide Deron with a printed copy as well. https://issuu.com/dbdplanning/docs/howards_knob_mp_110918

The next steps are to get your feedback on the plan and whether or not the county is interested in having the TDA pursue funding for improvements to Howard Knob Park.

Upcoming:

- Continue to support annual funding for the Middle Fork Greenway.
- Develop a multi-year plan for implementing the Wayfinding signage, Howard Knob Park improvements and extending the greenway trail along the South Fork of the New River from the Soccer Complex towards Todd.



Watauga County Tourism Development Authority

815 W. King Street, Suite 10, Boone, NC 28607 828-266-1345 ExploreBoone.com

Occupancy Tax Collection Report

Jan 2018 to Date

	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>JAN to Date</u>
BR	41,954.94	39,747.80	29,741.81	50,965.60	62,878.03	92,592.95	139,539.25	111,104.08	100,024.63	141,473.98	74,978.63	73,254.77	958,256.47
	51,726.55	41,213.90	45,004.91	53,161.28	71,320.23	111,055.74	144,808.40	127,487.58	94,233.84	144,957.12	85,836.32	79,491.33	1,050,297.20
	9,771.61	1,466.10	15,263.10	2,195.68	8,442.20	18,462.79	5,269.15	16,383.50	(5,790.79)	3,483.14	10,857.69	6,236.56	92,040.73
	23.29%	3.69%	51.32%	4.31%	13.43%	19.94%	3.78%	14.75%	-5.79%	2.46%	14.48%	8.51%	9.61%
Boone	80,489.71	88,334.24	80,756.71	100,711.65	121,039.44	141,637.30	177,984.24	147,170.30	149,384.24	189,090.21	109,436.75	123,476.50	1,509,511.29
	92,389.65	84,418.00	89,484.00	100,872.63	126,537.05	149,574.50	165,787.87	162,885.71	129,768.60	175,186.91	120,559.39	126,858.99	1,524,323.30
	11,899.94	(3,916.24)	8,727.29	160.98	5,497.61	7,937.20	(12,196.37)	15,715.41	19,615.64	13,903.30	11,122.64	3,382.49	14,812.01
	14.79%	-4.40%	10.81%	0.02%	4.55%	5.61%	-6.85%	10.68%	-23.10%	-7.40%	10.16%	2.74%	0.98%
Wat	117,982.47	96,235.82	60,820.54	84,843.60	96,504.11	135,795.46	201,486.21	149,341.80	147,672.32	174,546.34	125,788.25	156,054.99	1,547,071.91
	155,820.29	104,136.06	89,024.72	81,953.15	104,920.13	148,986.98	231,753.08	182,798.66	136,570.67	186,650.17	144,732.25	183,119.68	1,750,465.84
	37,837.82	7,900.24	28,204.18	(2,890.45)	8,416.02	13,191.52	30,266.87	33,456.86	(11,101.65)	12,546.34	18,944.00	27,064.69	203,393.93
	32.07%	8.20%	46.38%	-3.40%	8.72%	9.72%	15.02%	22.40%	-7.50%	6.90%	15.06%	17.34%	13.15%
TTLS													
Prior Yr	240,427.12	224,317.86	171,319.06	236,520.85	280,421.58	370,025.71	519,009.70	407,616.18	397,081.19	505,110.53	310,203.63	352,786.26	4,014,839.67
Cur Yr	299,936.49	229,767.96	223,513.63	235,987.06	302,556.66	409,617.22	542,349.35	473,171.95	360,573.11	506,794.20	351,127.96	389,470.00	4,325,086.34
\$'s +/-	59,509.37	5,450.10	52,194.57	(533.79)	22,135.08	39,591.51	23,339.65	65,555.17	(36,508.08)	1,683.67	40,924.33	36,683.74	310,246.67
% +/-	24.76%	2.43%	30.47%	0.02%	7.90%	10.70%	4.50%	16.08%	-9.20%	0.03%	13.19%	10.40%	7.73%

Occupancy Tax Collection Report

July 2018 to Date

	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>JULY to Date</u>
BR													
	139,539.25	111,104.08	100,024.63	141,473.98	74,978.63	73,254.77							640,375.34
	144,808.40	127,487.58	94,233.84	144,957.12	85,836.32	79,491.33							676,814.59
	5,269.15	16,383.50	(5,790.79)	3,483.14	10,857.69	6,236.56							36,439.25
	3.78%	14.75%	-5.79%	2.46%	14.48%	8.51%							5.69%
Boone													
	177,984.24	147,170.30	149,384.24	189,090.21	109,436.75	123,476.50							896,542.24
	165,787.87	162,885.71	129,768.60	175,186.91	120,559.39	126,858.99							881,047.47
	(12,196.37)	15,715.41	(19,615.64)	(13,903.30)	11,122.64	3,382.49							(15,494.77)
	-6.85%	10.68%	-23.10%	-7.40%	10.16%	2.74%							-1.73%
Wat													
	201,486.21	149,341.80	147,672.32	174,546.34	125,788.25	156,054.99							954,889.91
	231,753.08	182,798.66	136,570.67	186,650.17	144,732.25	183,119.68							1,065,624.51
	30,266.87	33,456.86	(11,101.65)	12,103.83	18,944.00	27,064.69							110,734.60
	15.02%	22.40%	-7.50%	6.90%	15.06%	17.34%							11.60%
TTLS													
Prior Yr	519,009.70	407,616.18	397,081.19	505,110.53	310,203.63	352,786.26							2,491,807.49
Cur Yr	542,349.35	473,171.95	360,573.11	506,794.20	351,127.96	389,470.00							2,623,486.57
\$s +/-	23,339.65	65,555.77	(36,508.08)	1,683.67	40,924.33	36,683.74							131,679.08
% +/-	4.50%	16.08%	-9.20%	0.03%	13.19%	10.40%							5.28%

HOWARD KNOB PARK MASTER PLAN

THIS PLAN WAS DEVELOPED IN ACCORDANCE WITH STANDARDS SET FORTH BY THE NC PARKS AND RECREATION TRUST FUND.

HOWARD KNOB

BOONE, NC

HOWARD KNOB PARK MASTER PLAN

CREATED FOR WATAUGA COUNTY TOURISM DEVELOPMENT AUTHORITY

PRODUCED BY DESTINATION BY DESIGN / 815 W. KING ST, BOONE, NC 28607



ACKNOWLEDGMENTS

**WATAUGA COUNTY TOURISM
DEVELOPMENT AUTHORITY**

BOARD OF DIRECTORS

MATT VINCENT

Chairman

TONY GRAY

Vice-Chair

LISA MARTIN

KIM ROGERS

JIM NEUSTADT

BRAD MORETZ

TINA HOUSTON

STAFF

L. WRIGHT TILLEY

Executive Director

MICHELLE LIGON

Director of P.R. & Social Media

BRANDON HOLDER

Administrative Assistant

WATAUGA COUNTY

BOARD OF COMMISSIONERS

JOHN WELCH

Chairman

BILLY KENNEDY

Vice-Chairman

JIMMY HODGES

Commissioner

LARRY TURNBOW

Commissioner

PERRY YATES

Commissioner

STAFF

DERON GEOUQUE

County Manager

STEPHEN POULOS

Director of Parks and Recreation

PROJECT STEERING COMMITTEE

L. WRIGHT TILLEY

*Executive Director
Watauga County TDA*

DERON GEOUQUE

*Manager
Watauga County*

ERIC HIEGL

*Director of Land Protection and Stewardship
Blue Ridge Conservancy*

BRITTANY CLARK

*Downtown Boone Development Coordinator
Town of Boone*

JOHN WARD

*Manager
Town of Boone*

MATT VINCENT

*Chair
Watauga County TDA*

ERIC HEISTAND

High Country Recreation

STEPHEN POULOS

*Director
Watauga County Parks and Recreation*

DR. MELISSA WEDDELL

*Chair
Boone Area Cyclists*

JOHN LANMAN

High Country Pathways

ROBERT HOLTON

High Country Pathways

TABLE OF CONTENTS

CHAPTER 1:
INTRODUCTION AND BACKGROUND 1

CHAPTER 2:
SITE ANALYSIS AND DESIGN DETERMINANTS 7

CHAPTER 3:
PUBLIC ENGAGEMENT AND DRAFT PLAN19

CHAPTER 4:
RECOMMENDATIONS AND FINAL MASTER PLAN 27

CHAPTER 5:
IMPLEMENTATION.....41

APPENDIX:
APPENDIX A.....48
APPENDIX B.....51
APPENDIX C.....52

MAPS

1: HOWARD KNOB PARK LOCATION 3

2: HOWARD KNOB PARK CONTEXT11

3: NPT BOONE FOCUS AREAS 13

**4: HOWARD KNOB PARK NATURAL
& BUILT ENVIRONMENT ANALYSIS.....15**

EXHIBITS

1: PLANNING PROCESS TIMELINE 5

**2: WATAUGA COUNTY NORTHERN PEAKS TRAIL
MASTER PLAN12**

3: COMMUNITY SURVEY GRAPHS 22

4: PRELIMINARY MASTER PLAN CONCEPT 24

5: PRECEDENT IMAGES 29

6: FINAL HOWARD KNOB PARK MASTER PLAN30

7: HOWARD KNOB PARK PLANNING AREAS 31

8: A FRESH WELCOME 33

9: SHELTER 2.0 35

10: A VIEW FOR EVERYONE 37

11: THE BOONE VIEW 38

12: LOOKOUT FOR THE LOOKOUT 40

13: POSSIBLE GRANT FUNDING FOR HOWARD KNOB PARK ..43

**14: PHASE 1: IMPLEMENTATION PHYSICAL NEEDS
SUMMARY AND BUDGET.....44**

**15: PHASE 2: IMPLEMENTATION PHYSICAL NEEDS
SUMMARY AND BUDGET.....45**

HOWARD KNOB

BOONE, NC

1
CHAPTER

INTRODUCTION AND BACKGROUND

1 INTRODUCTION & BACKGROUND

The Howard Knob Park Master Plan serves as a guide for the redevelopment of Howard Knob Park in Watauga County, NC. This project is the result of a partnership between Watauga County, Watauga County Tourism Development Authority, High County Recreation, Blue Ridge Conservancy, High Country Pathways, and Boone Area Cyclists. Howard Knob Park, known for its dramatic views of Town of Boone, is a longstanding iconic regional asset. This chapter examines the project background and outlines plan goals, process, and organization.

IN THIS CHAPTER

01 PROJECT BACKGROUND

02 PROJECT GOALS

03 PLANNING PROCESS

04 PLAN ORGANIZATION



HOWARD
KNOB
PARK

Howard Knob Park is located just north of downtown Boone, NC. Visible from the Town's Main Street, Howard Knob is a prominent and highly accessible asset.

MAP 1: HOWARD KNOB PARK LOCATION

Background

Howard Knob is located in central Watauga County (pop. 51,079) in northwest North Carolina. The 5.7-acre park is located just north of the Town of Boone municipal boundary. Local leaders, particularly the Watauga County Tourism Development Authority (WCTDA), seek to revitalize Howard Knob Park as a means for strengthening regional recreation and tourism assets; Howard Knob Park is identified as a priority for redevelopment within the 2011 Boone Area Outdoor Recreation Master Plan and the 2017 Northern Peaks Trail Master Plan, both plans spearheaded by the WCTDA.

Howard Knob Park is identified as a priority for redevelopment within the 2011 Boone Area Outdoor Recreation Master Plan and the 2017 Northern Peaks Trail Master Plan.

History & Acquisition

Howard Knob Park is owned and managed by Watauga County Parks and Recreation. The 5.7-acre site was previously owned by the federal government and was home to a NASA-managed experimental wind turbine. The wind turbine was dismantled in 1983 and the property was subsequently donated to Watauga County for a community park. Watauga County developed the passive park in the mid-80's with modest facilities including a picnic shelter, viewing area, picnic tables, an open green, and parking area; today, many of these facilities have fallen into disrepair. Nevertheless, Howard Knob Park and its unmatched views of downtown Boone and Appalachian State University remain a popular destination for both tourists and locals.

Howard Knob Park was previously owned by the federal government and was home to a NASA-managed experimental wind turbine. The wind turbine was dismantled in 1983 and the property was subsequently donated to Watauga County for a community park.



Photo courtesy of Winston Salem Journal

PROJECT GOALS

1. **Quality of Life.** *Improve quality of life for Watauga residents by expanding recreation assets and programming.*
2. **Tourism Development & Economic Impact:** *Establish Howard Knob Park as a destination asset to further expand premier outdoor recreation opportunities in the area;*
3. **Northern Peaks Trail Implementation:** *Revitalize Howard Knob Park as a first step in asset development along the planned Northern Peaks Trail corridor.*
4. **Poised for Grant Funding:** *Adhere to planning guidelines required by the North Carolina Parks and Recreation Trust Fund (PARTF) to ensure grant competitiveness. PARTF provides grants to help create public parks throughout the state.*



The Howard Knob Park steering committee discusses possible park elements.

EXHIBIT: 1

PLANNING PROCESS TIMELINE

PHASE 1 /// FEBRUARY-MARCH 2018

Project Launch & Site Analysis

- » Kick-off Meeting
- » Site Analysis



PHASE 2 /// APRIL-JUNE 2018

Stakeholder Engagement & Initial Concepts

- » Community Survey
- » Draft Concept Development



PHASE 3 /// JUNE-AUGUST 2018

Analysis & Public Engagement

- » Stakeholder and Public Presentations
- » Plan Revisions



PHASE 4 /// AUGUST-OCTOBER 2018

Analysis & Public Engagement

- » Public Meeting
- » Council Presentation
- » Final Plan



HOWARD KNOB

BOONE, NC



2
CHAPTER

**SITE ANALYSIS AND
DESIGN DETERMINANTS**

2 Site Analysis and Design Determinants

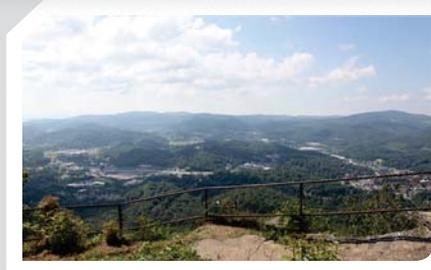
This chapter examines existing conditions within and surrounding Howard Knob Park that influence the park planning process and outcomes. The chapter begins with an assessment of the Howard Knob Park context, including its relationship to downtown Boone and surrounding land uses and recreation assets. Next, the park's natural environment is assessed, including topography, soils, hydrology, and significant natural occurrences. This chapter concludes with an assessment of the park's existing built environment and infrastructure. The site analysis establishes an objective inventory of opportunities, constraints, and existing conditions at Howard Knob Park; this information provides guidance for the master plan steering committee as they consider park redevelopment.

IN THIS CHAPTER

01 STUDY AREA CONTEXT

02 NATURAL ENVIRONMENT

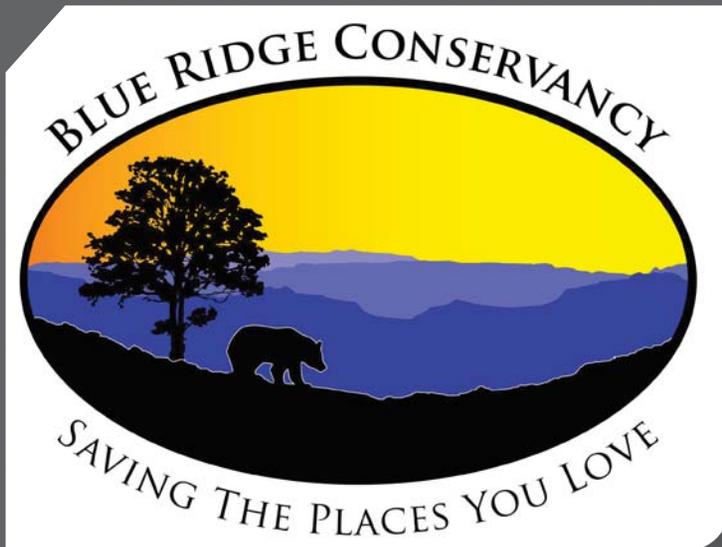
03 BUILT ENVIRONMENT



“An analysis of the study area’s context and existing natural and built features provide a framework for park visioning and final design.”

Study Area Context

Howard Knob Park is situated north of downtown Boone, atop Howard Knob for which the park is named. The park is located on Howard Knob Road and is surrounded by private property and low-density single-family homes. Many surrounding properties have been subdivided into residential lots, but remain undeveloped. Blue Ridge Conservancy (BRC) owns a 46 acre tract near the park's southeast boundary, which is home to the 1.5 mile Boone United Trail; unfortunately, a small sliver of private property separates this tract from the park. As shown on Map 2: Blue Ridge Conservancy Properties of Interest (page right), BRC maintains a significant land protection interest in properties surrounding Howard Knob.

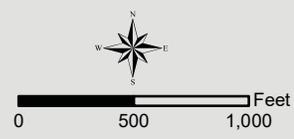


BLUE RIDGE CONSERVANCY: SPEARHEADING THE PROTECTION OF CRITICAL LANDS

“The mission of the BRC is to work with willing landowners and local communities to permanently protect land and water resources with agricultural, ecological, cultural, recreational, and scenic value in Northwest North Carolina. This regional land trust has helped protect more than 20,000 acres of land with significant public value.”



- Land Division
- House Division
- Town of Boone
- Lackey Parcel
- Green Property
- BRC Protected Lands



Howard Knob

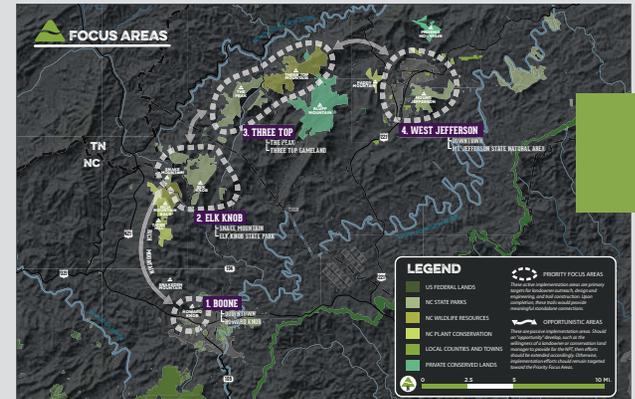
Blue Ridge Conservancy
 PO Box 568
 Boone, NC 28607
 (828) 264-2511
www.blueridgeconservancy.org

Prepared by Blue Ridge Conservancy 2018 Source: Watauga County Tax Mapping

NORTHERN PEAKS TRAIL

The Northern Peaks Trail (NPT) is a planned 40-mile hiking trail that will ultimately link the downtowns of Boone and West Jefferson. The NC Division of Parks and Recreation, Watauga County Tourism Development Authority, Blue Ridge Conservancy, and other regional partners published the Northern Peaks Trail Master Plan in summer 2017. The NPT is currently being considered by state legislators for designation as a North Carolina State Trail, which would provide funding and promotional support from the NC Division of Parks and Recreation.

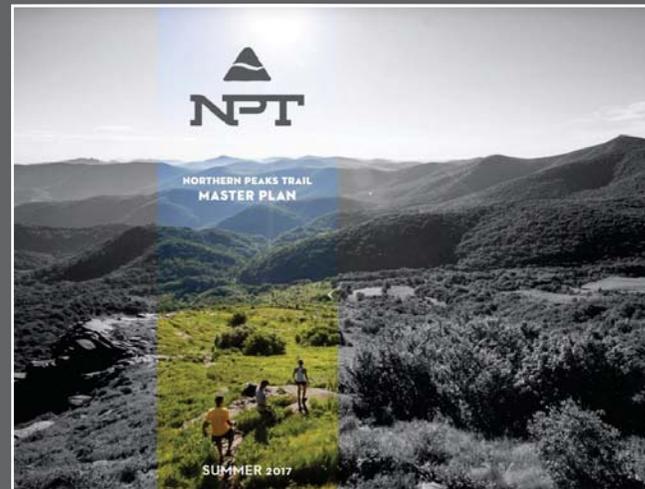
The NPT master plan highlights four (4) priority implementation focus areas. Focus Area #1 emphasizes a trail connection from downtown Boone to Howard Knob Park. Furthermore, the NPT plan identifies Howard Knob Park as a major trail “node” and emphasizes that park improvements here are a critical step for implementing this regional trail with a projected annual economic impact of \$2.5 million.



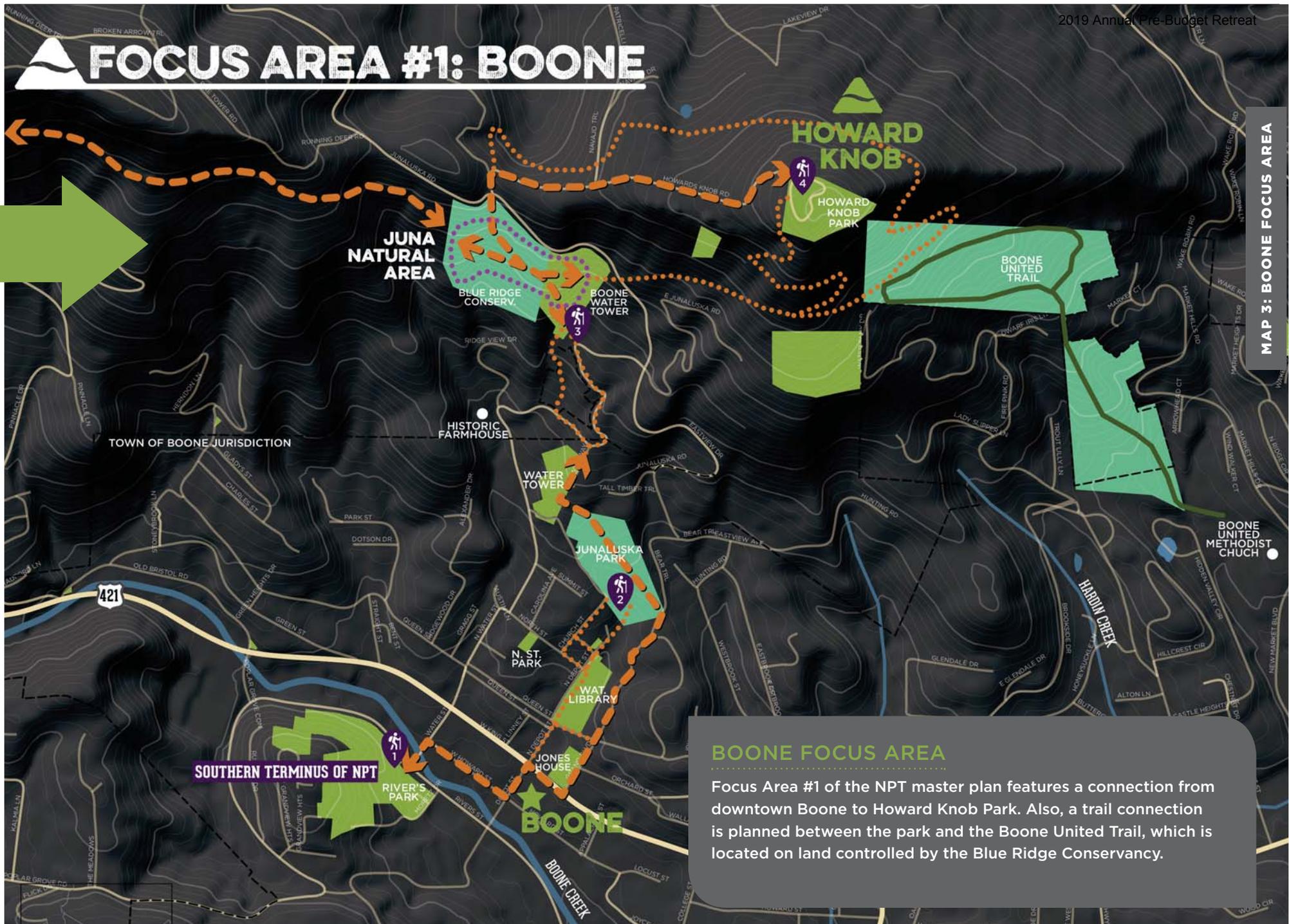
Howard Knob Park is considered to be a significant trail node in the Northern Peaks Trail Master Plan.

EXHIBIT: 2 WATAUGA COUNTY NORTHERN PEAKS TRAIL MASTER PLAN

The Northern Peaks Trail Master Plan identifies Howard Knob Park as a major trail “node” and emphasizes that park improvements here are a critical step for implementing this regional trail with a projected annual economic impact of \$2.5 million.



FOCUS AREA #1: BOONE



MAP 3: BOONE FOCUS AREA

BOONE FOCUS AREA

Focus Area #1 of the NPT master plan features a connection from downtown Boone to Howard Knob Park. Also, a trail connection is planned between the park and the Boone United Trail, which is located on land controlled by the Blue Ridge Conservancy.

Natural Environment

TOPOGRAPHY

Elevations within the park’s 5.7 acres range from approximately 4,300 ft. to 4,420 ft. The most significant steep slopes, which include multiple rock outcroppings, are located along the property’s southern extent. Moderately sloped areas are located along the park’s northern areas, while flat areas exist at along the property’s peak and asphalt drive.



SOILS, VEGETATION, & SIGNIFICANT NATURAL COMMUNITIES

The park property consists of three main soil complexes: Burton-Craggey-Rock outcrop (BuD); Unaka-Porters (UkE); and Unaka-Rock outcrop (UnF). BuD complex is located in the southern and western portions of the property, while UkE complex stretches from the eastern to western border across the middle of the property, and UnF complex is located in the northern and southern sections of the property.

Of significant note, Howard Knob is located within a major amphibolite macro-site. Amphibolite rock creates nutrient rich soil upon decomposition, which, combined with the elevation and climate conditions, leads to the presence of unique flora and fauna.

The property’s vegetation largely reflects a Northern Hardwood Forest, featuring a significant number of large oak and hickory trees throughout the core and periphery of the property. An open green is located near the eastern edge of the property boundary.

The park contains two significant natural communities including the *Mesodon andrewsae*

(Balsam Globe snail) and the *Turritis glabra* (Tower Mustard plant). The Balsam Globe has been previously identified along the northeast border of the property, near the park’s open green. The Tower Mustard plant has been previously identified throughout the eastern half of the property. As part of the planning process, scientists from Appalachian State University performed a special vegetation survey on July 16, 2018; a single *Arabis glabra* was the only documented species of concern at the site.

HYDROLOGY & WETLANDS

The park property is located within the New River watershed. ASU Lake, a reservoir that supplies water to the nearby Appalachian State University campus, is located near the northern base of Howard Knob. Two unnamed tributaries are located at the southern base of the Knob, which feed into Boone Creek and the South Fork of the New River.

There are no streams or identified wetlands within the property boundaries.

MAP 4: HOWARD KNOB PARK NATURAL & BUILT ENVIRONMENT ANALYSIS



Built Environment



EXISTING STRUCTURES

Howard Knob Park contains a limited number of structures and facilities. This section describes the existing built environment, facilities, and public access areas.

ENTRANCE & PAVED DRIVE

The park's entrance and gateway is located in the northwest corner of the property. A metal entrance gate is located outside of the property's boundary, near the property's northwest corner. The park's existing sign is located along the entrance way within park boundaries.

A one-way asphalt drive loops through the northeastern portion of the park. The drive features three separate parking areas.



SHELTER

The picnic shelter is located in the eastern portion of the park along the paved drive and includes an outdoor grill and picnic tables. Restroom facilities, which are no longer in service, are accessible through the covered shelter.



PICNIC AREAS

Picnic pads and tables are located in the northern, central, and southeastern portions of the park. The majority of all pads are in disrepair, while the aluminum elements of the picnic tables are salvagable.



Built Environment



OVERLOOK AREAS

Two overlook areas are located near the southern property boundary. The overlook located to the southwest is accessible via a paved path and features a concrete platform and metal railing. The overlook located to the southeast is accessed via natural surface path and requires some navigation of steep slopes.



PATHS & TRAILS

An existing concrete path is located on the southwestern edge of the open green. Various natural surface paths surround the southeastern overlook area. An abandoned roadbed is located in the wooded area west of the open green..



UTILITY TOWER

A utility tower is located adjacent to the picnic shelter with anchored guy-wires to the north and west. Overhead electric wires extend from the tower and shelter outward through the western park boundary, obscuring the western viewshed.



Built Environment



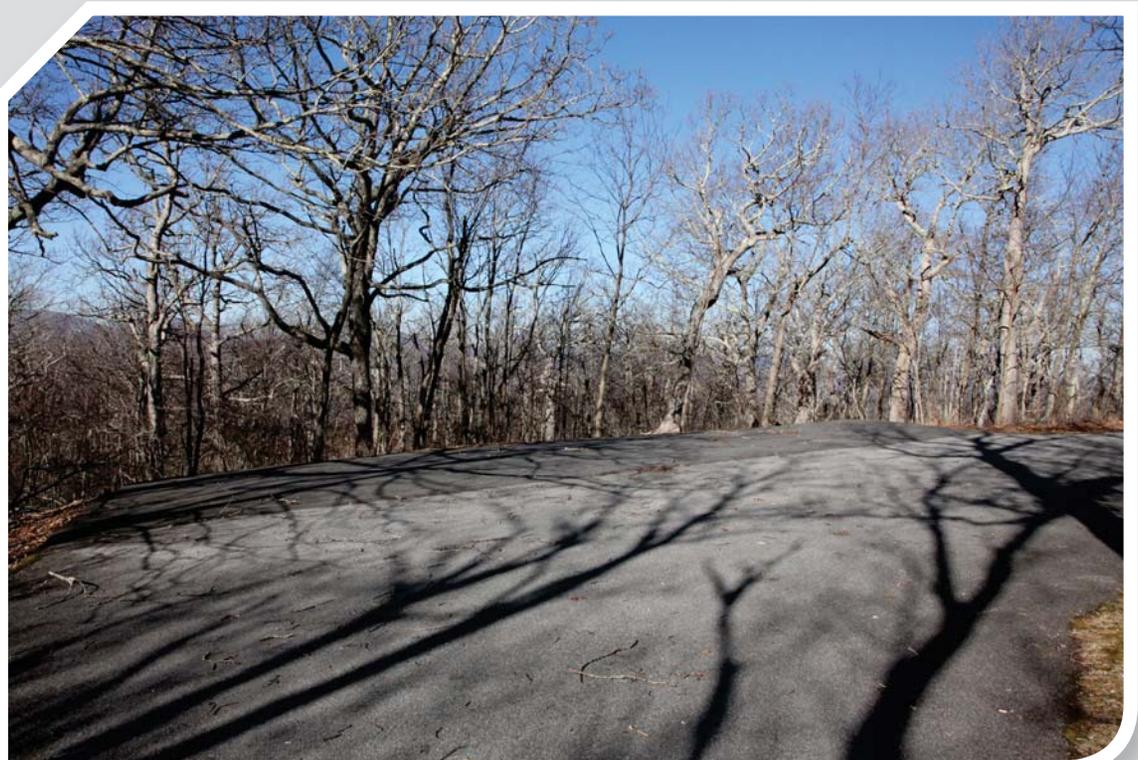
PUBLIC ACCESS AND PARKING

ACCESS

Howard Knob Park is accessed via Howards Knob Road. The road network leading to the park is steep and narrow in multiple locations, creating difficulty and safety concerns for pedestrians and cyclists.

PARKING

Formal parking areas are located within the park, along the paved drive in three different locations. These parking areas currently lack definition and landscaping. The park contains approximately 20 parking spaces, none of which are ADA-compliant. Approximately 11 spaces exist within the western edge parking area, 2 spaces exist near the picnic shelter, and 7 within the parking area near the paved drive's eastern bend.





3
CHAPTER

PUBLIC ENGAGEMENT AND DRAFT PLAN

3 PUBLIC ENGAGEMENT

Public engagement was a major component of the master planning process. Key public engagement tools included an online survey, a series of steering committee meetings, and a public input meeting. This chapter provides an overview of each public engagement activity and culminates with a preliminary draft of the Howard Knob Park site master plan.

IN THIS CHAPTER

- 01 COMMUNITY CLEAN-UP DAY
- 02 COMMUNITY SURVEY
- 03 STAKEHOLDER MEETINGS AND DRAFT PLAN

Clean-Up Day Event

PARTNERSHIP

High Country Recreation, Blue Ridge Conservancy, and Watauga County Parks and Recreation partnered to host a clean-up day at Howard Knob Park on June 2nd, 2018; this event was held in honor of National Land Trust Day and National Trails Day. The event was a major success - twenty-two local volunteers worked together for a half day to enhance the Howard Knob Park overlook and maintain existing trails and picnic areas. The planning consultant team used this event to generate press from the local newspaper and simultaneously advertise the online community survey for the park master plan.



Twenty-two local volunteers worked together for a half day to enhance the Howard Knob Park overlook.

.....
.....
.....
**“Clean-Up Day:
Before and After”**
.....
.....
.....



Community Survey

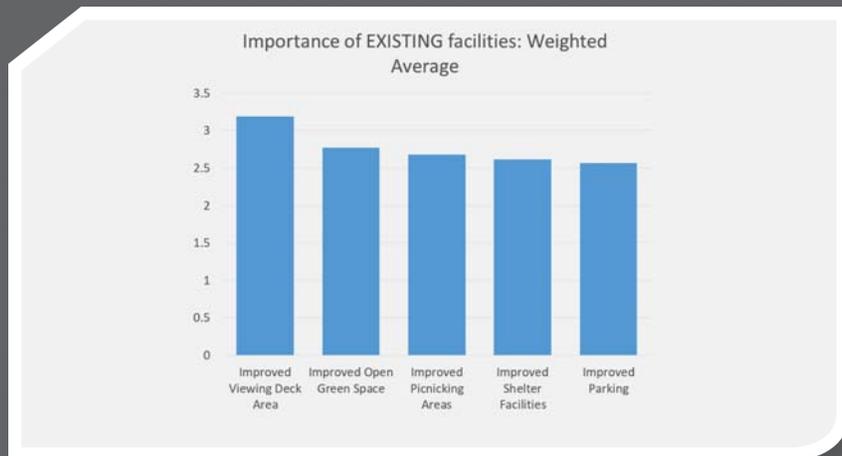


FEEDBACK

An online community survey was disseminated to the public to garner input for the Howard Knob Park Master Plan. The survey examined community opinions concerning existing conditions, use, and possible additional facilities. The survey, distributed through paid social-media promotion and advertised in the Watauga Democrat newspaper, received 263 total responses. This foundational information played a significant role in helping guide steering committee recommendations. The complete survey results can be found in Appendix C.

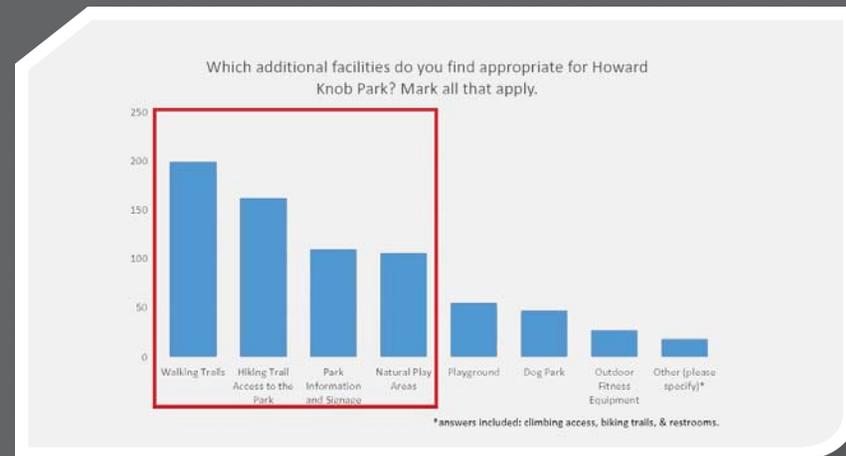
EXHIBIT: 3

COMMUNITY SURVEY GRAPHS



Survey results indicated the following facilities as most important for improvement:

- » Viewing Deck Area
- » Open Green Space
- » Picnicking Area
- » Shelter Facilities



The four most important additional facilities included:

- » Walking Trails
- » Hiking Trail Access to the Park
- » Park Information & Signage
- » Natural Play Areas

Stakeholder Meetings and Draft Plan

This section provides an overview of two major public engagement meetings conducted with the master plan steering committee. During the first meeting (February 2018), the consultant team presented an environmental analysis of the site, and the steering committee brainstormed preliminary park improvement ideas. During the second meeting (July 2018), the consultant team revealed results of the online community survey and presented a preliminary sketch plan; steering committee feedback then provided direction for final plan development. This section further describes the results of these meetings.

MEETING #1: STEERING COMMITTEE DIRECTION MEETING (FEBRUARY 22, 2018)

The consultant team hosted a direction-setting meeting with the steering committee on February 22, 2018. The meeting began with a presentation by the consultant team that featured an overview of study area opportunities and constraints. Steering committee members then shared their ideas and concerns and collectively brainstormed park plan objectives. The meeting concluded with several key next steps: 1) develop and disseminate an online survey to obtain input from local citizens; 2) conduct a community “clean-up” day in June to create interest in the master plan process and online survey; and 3) produce a preliminary site plan for the steering committee to review at the next meeting.

MEETING #2: SURVEY RESULTS & DRAFT PLAN PRESENTATION (JULY 23, 2018)

The consultant team met again with the project steering committee on July 23, 2018. The consultant team presented the results of the community survey results and a draft site master plan. The draft plan reflected ideas generated from the first steering committee meeting and the primary needs highlighted in the community survey. The committee provided feedback for each proposed facility, ultimately crafting a clear vision for the final plan.



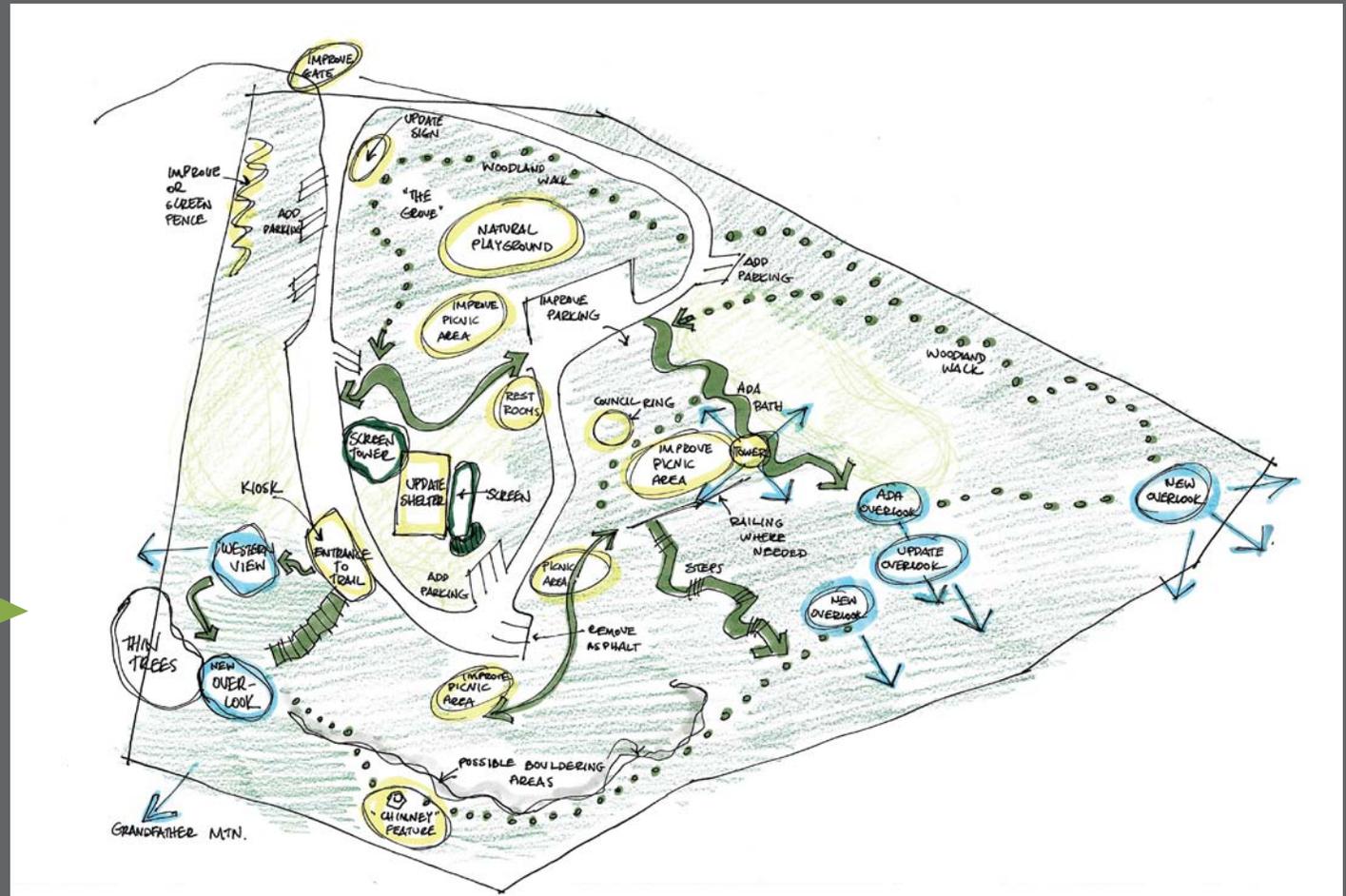
Discussion culminated with agreement on the following needs:

- » A viewing platform which enhances the viewshed without being unsightly from the downtown area;
- » A natural play area built with maintenance-free materials;
- » Visitor interpretation and education for visible natural features and history;
- » Revitalized entrance sign; and
- » A walking trail throughout the park.

EXHIBIT: 4

PRELIMINARY MASTER PLAN CONCEPT

“The preliminary site plan included the revitalization of existing shelter, picnic, and signage facilities, as well as the addition of two viewing decks, a lookout tower, natural play area, walking paths, bouldering areas, and a stage. The stage concept was ultimately rejected by the steering committee.”



Stakeholder Meetings and Draft Plan

PUBLIC PRESENTATION AT THE DOWNTOWN BOONE ANNUAL MERCHANTS MEETING (AUGUST 21, 2018)

In August of 2018, the consultant team presented the final park master plan at a public meeting that also focused on a meeting of downtown Boone merchants. More than 50 local business owners were in attendance and the group generally supported the plan. A full list of public comments from this meeting can be found in Appendix B.



Planning consultant Cody Mitchell discusses key plan features with a local business owner.

HOWARD KNOB

BOONE, NC



4
CHAPTER

RECOMMENDATIONS

4 RECOMMENDATIONS

This chapter features the final site master plan for Howard Knob Park and includes a description of all program and physical elements. These findings represent the collective vision expressed among stakeholder groups and the public.



IN THIS CHAPTER

01 FINAL MASTER PLAN

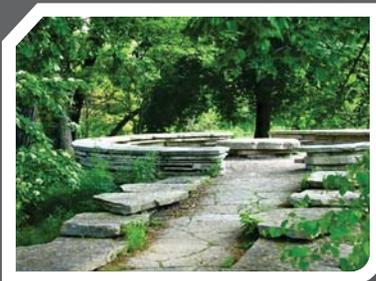
02 MASTER PLAN PROGRAM AND
PHYSICAL NEEDS

HOWARD KNOB PARK PRECEDENT IMAGES

Howard Knob Park will be anchored by an improved overlook, but will also feature a natural playground, additional trails, a viewing tower, and informational signage.

EXHIBIT: 5

PRECEDENT IMAGES



“The improved overlook will serve as the primary attraction of the redesigned park”.

EXHIBIT: 6

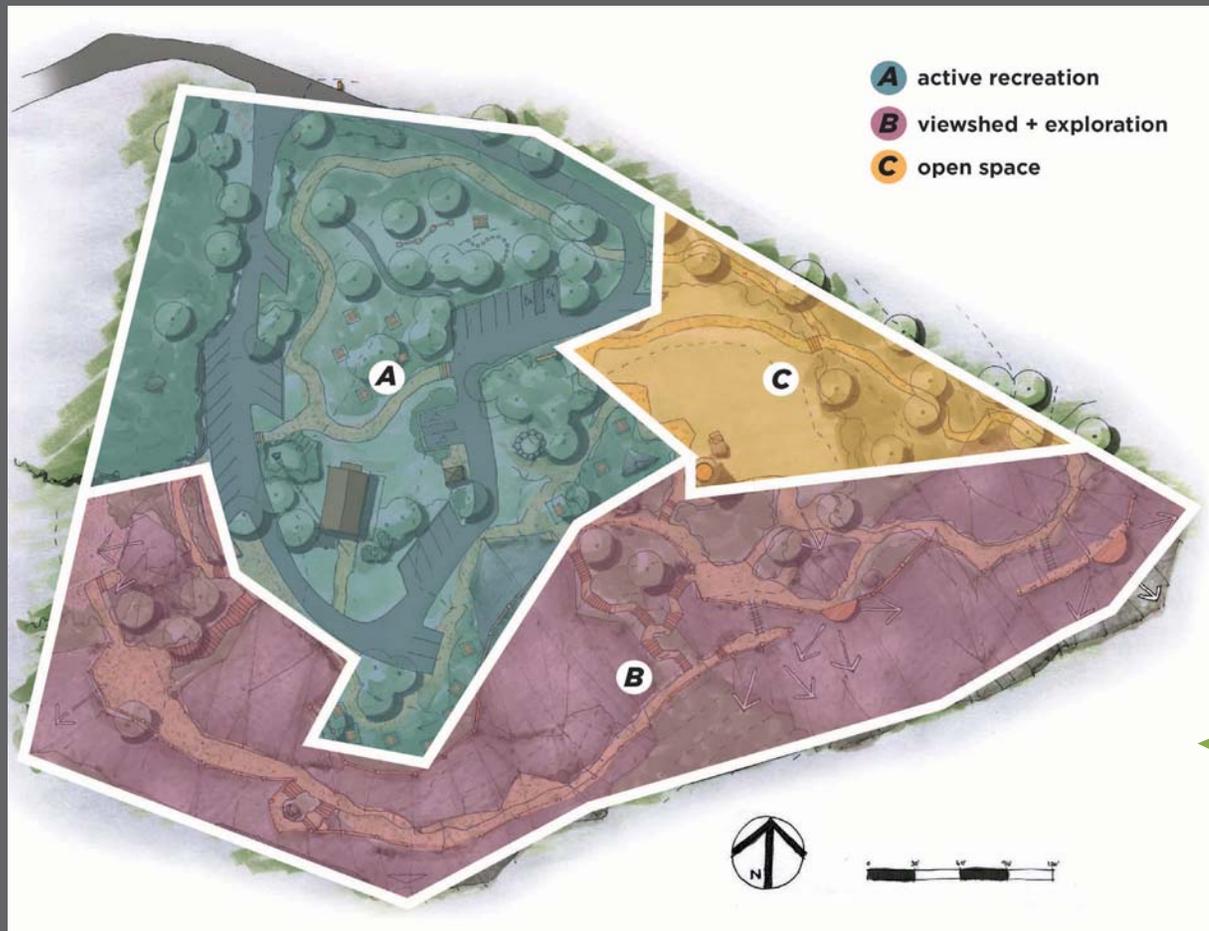
FINAL PARK MASTER PLAN

“The final Howard Knob Park plan, representative of community input, improves and expands upon existing facilities to create a destination for locals and visitors alike.”



EXHIBIT: 7

HOWARD KNOB PARK PLANNING AREAS



“The park master plan is organized according to three distinct sub-planning areas. The subsequent pages describe the program and physical elements of each sub-planning area.”

MASTER PLAN PROGRAM AND PHYSICAL NEEDS

This section provides an overview of the program and physical needs associated with each of the three planning areas: A) Active Recreation; B) Open Space; and C) Viewshed + Exploration.

SECTION A: ACTIVE RECREATION



“The Active Recreation planning section includes the park entranceway and features a natural play area, picnic facilities, council ring, walking trails, signage, parking areas, and restroom facilities.”

NATURAL PLAY AREA

A natural play area is located in the northeastern section of the Active Recreation planning section. This area will feature a variety of play elements that mimic or reflect the natural environment and contribute to cognitive and social skill development for its young users. The playground will feature a hill-slide built into the natural slope of the land. All playground structures must be made of sustainable materials that can withstand the area’s harsh weather.

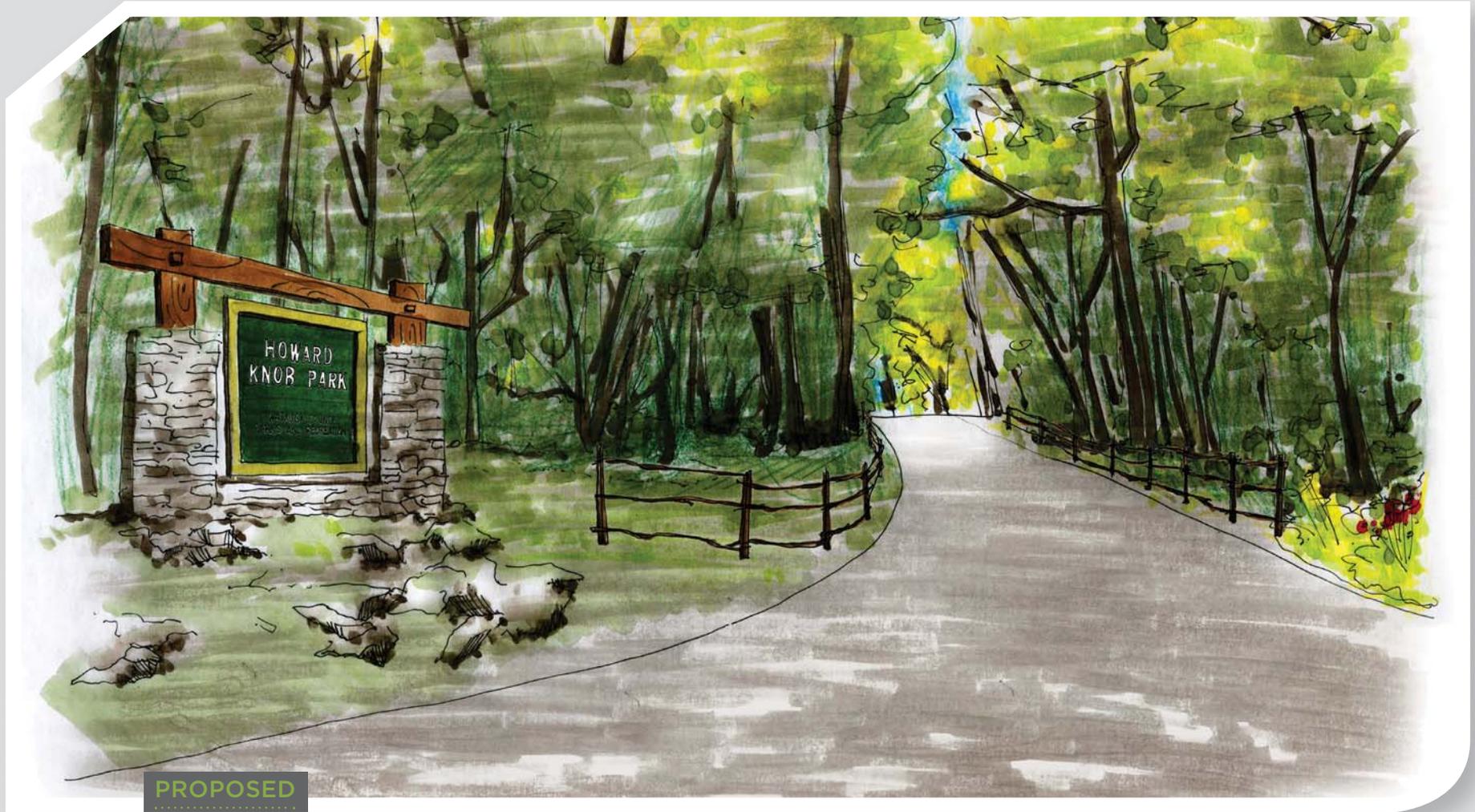
PARKING, SIGNAGE, AND RESTROOMS

The park plan supports the creation of approximately 25 new parking spaces. Parking along the western park edge, near the entrance, will be restriped to provide for angled parking. Two ADA-accessible parking spaces are provided near the eastern bend of the paved drive. Two additional ADA-accessible parking spots are located along the paved drive east of the picnic

shelter; this parking area will require a retaining wall. Other additional parking areas are located on the east side of the entrance road, directly east of the picnic shelter, and north of the open green space; these areas may require costly retaining walls, grading, and select tree removal.

The existing entrance sign will be updated to aesthetically align with other county park facilities, such as Rocky Knob Mountain Bike Park. New fencing and plantings will also be placed along the entranceway. An informational kiosk will be erected near the parking area along the park’s western parking areas.

An ADA-compliant vault toilet is proposed east of the picnic shelter, along the paved drive.



PROPOSED

EXHIBIT: 8
A FRESH WELCOME

The existing entrance sign will be updated to aesthetically align with other county park facility architecture.



EXISTING

SECTION A: ACTIVE RECREATION

COUNCIL RING

A council ring will be located in the eastern section of the Active Recreation planning area. The council ring will consist of a circular stone seating area. The council ring will provide a compelling landscape for group discussions and storytelling programming.

PICNIC FACILITIES

The existing picnic shelter, located near the park's utility tower, will be updated with an improved walking path, seat wall, benches, and grilling area. The shelter's façade should be updated with cedar or poplar shake, or similar, to reflect a natural aesthetic with a

durable material. Metal fencing on the shelter roof should be removed and replaced with a grounded wooden fence. An inward-facing lattice should be used to prevent roof access from shelter side of the fencing.





EXISTING

EXHIBIT: 9
SHELTER 2.0

The existing picnic shelter will be updated with an improved walking path, seat wall, benches, and grilling area. The shelter's façade will need to be updated and the metal fencing on the shelter roof should be removed and replaced with a grounded wooden fence.



PROPOSED

SECTION B: VIEWSHED + EXPLORATION

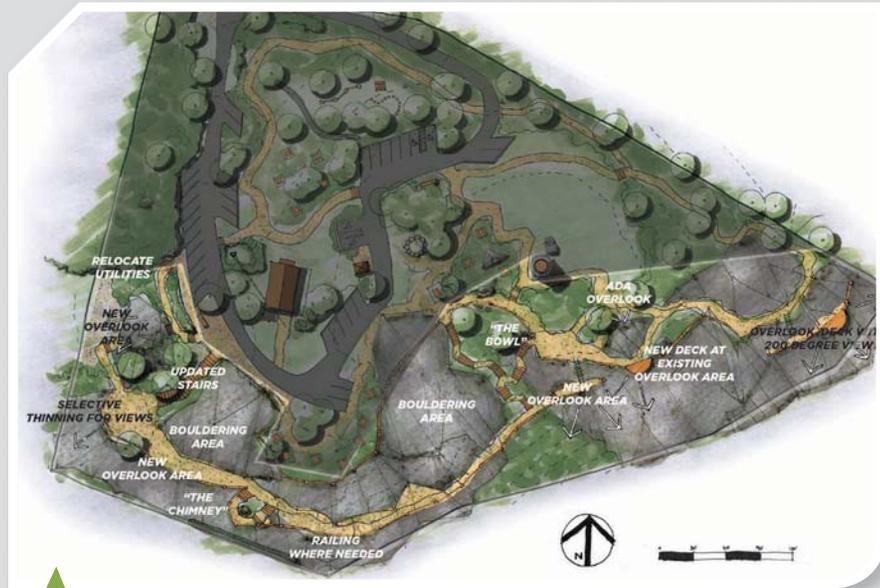
OVERLOOK AREAS & VIEWING DECKS

Three new overlook areas are proposed alongside improvements to existing overlook areas.

The westernmost overlook area is located near the western parking area and requires selective tree thinning and utility relocation to obtain a significant

viewshed. A new overlook area is proposed southeast of “The Bowl,” requiring grading and fencing for safety. The existing overlook area located just south of the open green space will be improved for ADA-accessibility.

Two new viewing decks are proposed in the southeastern corner of the planning area. A deck will be located south of the proposed ADA Overlook, at the park’s primary existing overlook, providing increased accessibility and safety. The other proposed viewing deck is located in the property’s southeast corner, with the potential for 200° views to the south and east.



“The Viewshed + Exploration planning area, located along the park’s southern boundary, features enhancement to the park’s anchor asset: the viewshed. Another key feature includes new access to rock bouldering areas.”

BOULDERING AREAS

Three bouldering sites are located in the central and western sections of the planning area. The County and WCTDA should work with local climbing groups, such as the Boone Climbers Coalition, to develop bouldering sites and pathways in these sites.

WALKING PATHS

Walking paths connect the lower viewing deck areas, bouldering sites, and “the Chimney” to the rest of the park. Steps, ladders, and railings will accompany the path where needed to enhance safety and accessibility.

THE CHIMNEY

The Chimney is a natural rock formation located to the west, along the property’s southern boundary. Steps, railing, brush clearing, and any necessary grading would be required to improve access to this unique natural feature.

EXHIBIT: 10

A VIEW FOR EVERYONE

An ADA accessible trail and overlook area will allow users of all abilities to enjoy Howard Knob Park.



EXISTING



PROPOSED

EXHIBIT: 11
THE BOONE VIEW

A deck is proposed at the park's primary existing overlook, providing increased accessibility and safety.





SECTION C: OPEN SPACE

NORTHERN PEAKS TOWER

The Northern Peaks Tower will be located in the southwest corner of the Open Space planning area and provide unmatched views of the Northern Peaks mountain range and surrounding area. This feature will need to be a minimum of 55' tall to extend above the tree canopy and allow for users to capture views to the north.

WOODLAND WALK

The Woodland Walk is a walking trail network located throughout the Active Recreation and Open Space planning areas. The trail system will take advantage of old paths in some areas, but require the construction of new trails to ultimately complete the 1/3 mile loop.

OPEN GREEN SPACE

The existing open green space will feature modest improvements such as new landscaping and walkways.

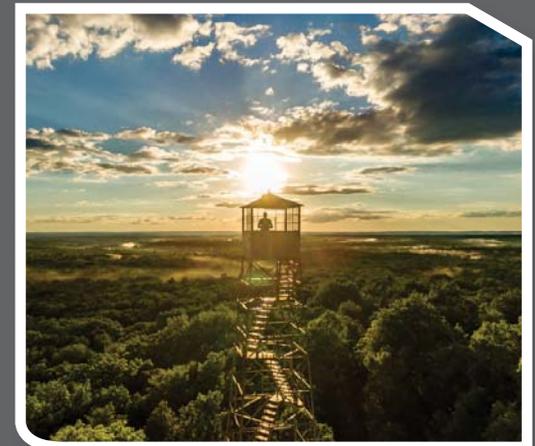


“The Viewshed + Exploration planning area, located along the park’s southern boundary, features enhancement to the park’s anchor asset: the viewshed. Another key feature includes new access to rock bouldering areas.”

EXHIBIT: 12

LOOKOUT FOR THE LOOKOUT

The WCTDA should consider exploring opportunities for a used lookout tower when implementing the proposed Northern Peaks Tower. The Forest Fire Lookout Association website (www.firelookout.org) features used towers that are for sale. Most towers do not have a price, but simply note “make an offer.”





5 CHAPTER

IMPLEMENTATION

5 IMPLEMENTATION

The Howard Knob Park Master Plan casts a bold vision that, if fully realized, will be costly and need to be implemented over time. The plan was developed to meet Parks and Recreation Trust Fund (PARTF) site master plan standards and position the WCTDA and Watauga County to ultimately pursue such grant funding. However, PARTF funding will require a 50% match and the WCTDA must plan accordingly.

This chapter includes two major sections. The first section, General Implementation Recommendations, outlines broad actions that the WCTDA and its partners should consider as they work toward implementation. The second section outlines a phasing plan and a matrix summarizing physical needs and an associated budget.

IN THIS CHAPTER

01 GENERAL IMPLEMENTATION
RECOMMENDATIONS

02 PRIORITIZATION, PHYSICAL NEEDS
SUMMARY, AND BUDGET

GENERAL IMPLEMENTATION RECOMMENDATIONS

This document was prepared according to standards development by the NC Parks and Recreation Trust Fund (PARTF), and this grant source should anchor any grant procurement strategy developed by the WCTDA. A specific grant procurement strategy will depend on the WCTDA's ability to reserve matching funds.

This document was prepared according to standards developed by the NC Parks and Recreation Trust Fund (PARTF). This grant source should anchor any grant procurement strategy developed by the Watauga County TDA.

GENERAL IMPLEMENTATION RECOMMENDATIONS

The WCTDA should consider the following as it works to implement the

Howard Knob Park Master Plan:

1 The WCTDA and County should both adopt the Howard Knob Park Master Plan. The County will ultimately need to serve as the applicant for a PARTF grant.

2 The WCTDA should fund a nominal (\$5,000/year) Capital Improvement Plan (CIP) line item within the County's budget for Howard Knob Park. This will result in additional PARTF grant points and increase the competitiveness of the application.

3 If secured, PARTF grants can be implemented over a three (3) year period. To navigate the PARTF grant cycle and obtain a grant contract will take nearly a year; for budgeting purposes, note that fiscal impacts upon the WCTDA can be spread across these four (4) years;

4 Coordinate with other agencies in the County, such as Blue Ridge Conservancy, that are actively developing recreation projects to ensure that only a single PARTF application is submitted per cycle.

5 The WCTDA should consider developing a land acquisition strategy for property surrounding Howard Knob Park. Additional land will provide for a larger trail system and the implementation of the Northern Peaks Trail and a connector to the Boone United Trail.

EXHIBIT: 13

POSSIBLE GRANT FUNDING FOR HOWARD KNOB PARK

Partnership Funding Agency	Howard Knob Park Implications	Maximum Amount	Matching Funds Required	Deadlines
Recreation Trails Program (RTP) (ncparks.gov/About/grants/main.php)	All types of trails and greenways	\$100,000.00	25%	February 1st
Parks and Recreation Trust Fund (PARTF) (ncparks.gov/About/grants/main.php)	All types of parks, trails, and recreation facilities	\$500,000.00	50%	May 1st

PHASE 2: SUPPLEMENTAL TRAILS, VIEWSHED, AND FACILITIES

The implementation of Phase 2 will further enhance park usability and accessibility. Features of this phase include updates to the existing picnic shelter and remaining picnic area, improvements and additions to parking areas, new overlook deck and areas, “The Bowl” and new stairway, walking trails, and restroom facilities. The table below includes a summary of all physical improvements and their projected costs.



“Phase 2: Supplemental Trails, Viewshed, and Facilities”

EXHIBIT: 15

PHASE 2: IMPLEMENTATION PHYSICAL NEEDS SUMMARY AND BUDGET

Phase 2: Supplemental Trails, Viewshed, and Facilities	Amount	Unit	Unit Cost	Total Cost
Incidental Grading		LS		\$ 4,350.00
Demolition of pavement	570	SF	\$ 8.00	\$ 4,560.00
Pavement	820	SF	\$ 7.00	\$ 5,740.00
Retaining walls for existing and additional parking	835	SF	\$ 30.00	\$ 25,050.00
Lower Viewing Deck	135	SF	\$ 500.00	\$ 67,500.00
Trails	1186	LF	\$ 5.00	\$ 5,930.00
Ladders	1	Each	\$ 500.00	\$ 500.00
New Furniture (benches and tables)		Allow		\$ 20,000.00
Shelter Improvements		Allow		\$ 55,000.00
Waterless Vault Toilet (custom building not temporary)		Allow		\$ 125,000.00
Phase 2 Subtotal				\$ 313,630.00
Engineering + Permitting (18%)				\$ 56,453.40
Mobilization (3%)				\$ 9,408.90
Contingency (7%)				\$ 21,954.10
Phase 2 Total				\$ 401,446.40
LS= Lump Sum		LF= Linear Foot		SY= Square Yard
CY = Cubic Yard		SF = Square Foot		Allow=Allowance

HOWARD KNOB

BOONE, NC

A

APPENDIX

APPENDIX A: STEERING COMMITTEE MEETING COMMENTS, (JULY 23 2018)

- Fence screening private property to the south may have been too “extreme” of a measure to quell issues with landowner-fencing located by lower rock face
- Importance of the clarity of the viewshed- a major driver of current park use
- Creating programming opportunities for Summer Program/local groups with park development and additional amenities
- Prioritization of facility amenities/phases & funding determining what gets excluded from the revitalization
- Cross marketing other recreation/tourism opportunities at HKP
- Navigating potential grant cycle conflicts with other local projects (Middle Fork & South Fork Greenways & Rec Center are council priority)

- **INTERPRETATION/SIGNAGE:**
 - Matching tower location with windmill site?? Or interpretation for how proximate the original site was
 - Educational signage to designate features within the viewshed
 - Currently no interpretation for the windmill in the plan, should be added
 - One-way direction for parking loop may need more signage to make more intuitive

- **FACILITIES**
 - Consideration should be given to how facilities weather at the park (elevation/moisture/weather/etc.)
 - Railing where needed around the park for risk management/safety
 - Tower:
 - Potential negative feedback from the community/public based on the current existence of dramatic views at the park
 - Approach/framing/selling of the tower through an historical point of view, calling it the “fire tower,” or interpreting it in relation to the former NASA Windmill
 - Can the cell tower & viewing tower coexist as one structure? Can the cell tower be redesigned with more efficient technology? Using the roof of the lookout tower for the antennas?
 - Phase 3 or 4 implementation

APPENDIX A: STEERING COMMITTEE MEETING COMMENTS, **(CONTINUED)**

Vault Toilet:

User functionality/tourists' aversion to more rugged toilet types of restroom facilities

Cost & cleaning of a vault toilet

A little more due diligence for toilet types/opportunities

Stage:

Would require more parking/shuttle/increased restrooms

Perhaps council ring more appropriate style for this type of programming

Programming for stage would gear towards naturalist talks

Must be sensitive to TOB and conflicting programming opportunities

Use of a mobile stage / smaller stage instead of permanent stage suggested

Removal of stage from plan suggested

Entrance:

More Rocky Knob-like entrance (instead of unsightly chain-link fence gate) suggested

Expense of such gateway, as well as property lines must be accounted for in analysis

Positive reception to revitalizing the current sign

Main Viewing Platform:

Balancing the marketing-effect of its visibility from downtown with potential unsightliness

Big draw for visitors/activity

Potential need for rendering of views from town to properly frame the idea for the public viewing

Can the larger viewing area (deck) be built with materials other than wood?

Platform/priority 1 items drive park use

APPENDIX A: STEERING COMMITTEE MEETING COMMENTS, **(CONTINUED)**

Natural Play Area:

Playground/play area would drive programming & use, increasing community value for the park

Slide feature is “cool”/positively received + modest play area facilities should be pursued

Positive reception of slide idea-issues cited with playground equipment at Rocky Knob and sustainability/weathering of materials used

Walking Trail:

Important feature

Thought should be given to how internal park trails might connect to other outer trails

Bouldering:

Boone Climbers Coalition reference in plan to have access to develop trail & bouldering activity

- Signage issues guiding people to the park from town
- Explore addition of 1 or 2 parking spaces
- Long Hope Valley development (?) tower as existing example of what tower could look like
- Greene Property land acquisition: \$1 million for 55 acres near Boone UMC trail/bouldering/surrounding land (Greene’s land w/o the house)
- Provide Budget #'s for TDA mtg./presentation

- **PROJECT PRIORITIZATION:**

Priority 1: Dressing Up Existing Facilities (Picnic Tables/Signage/Picnic Shelter) + Bathrooms

Priority 2: Viewing Platform

Priority 3: Walking Trail System + Play Area

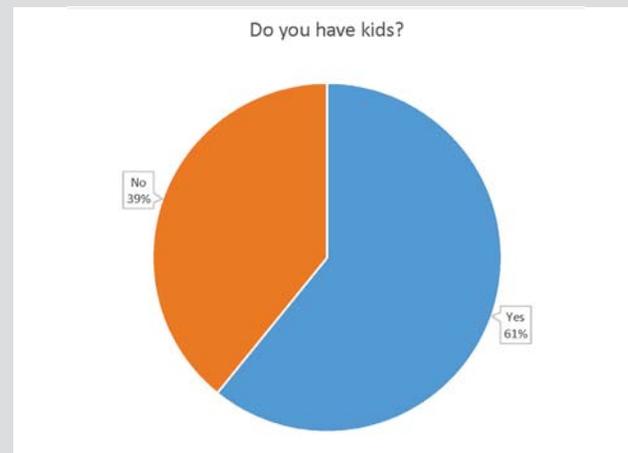
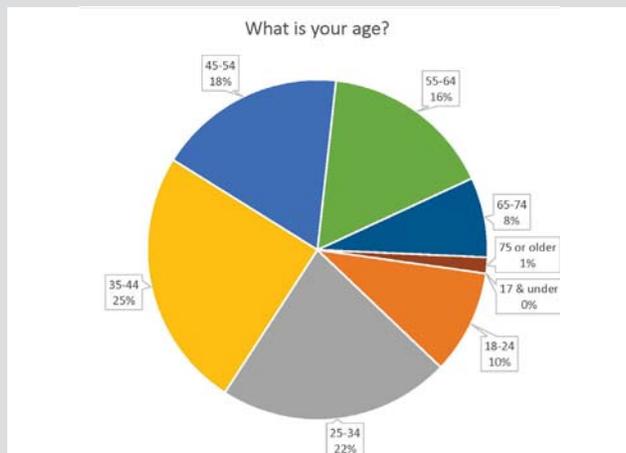
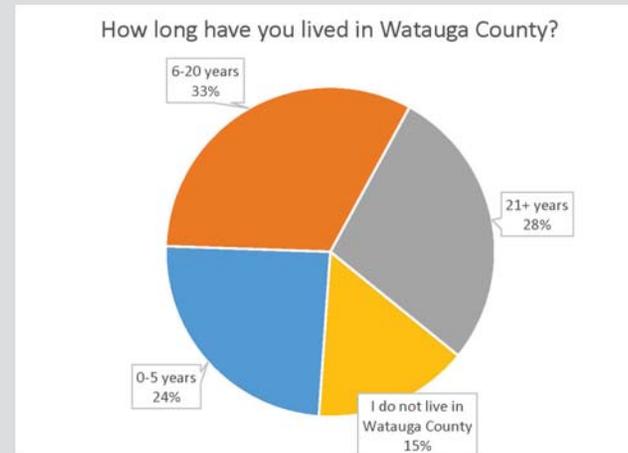
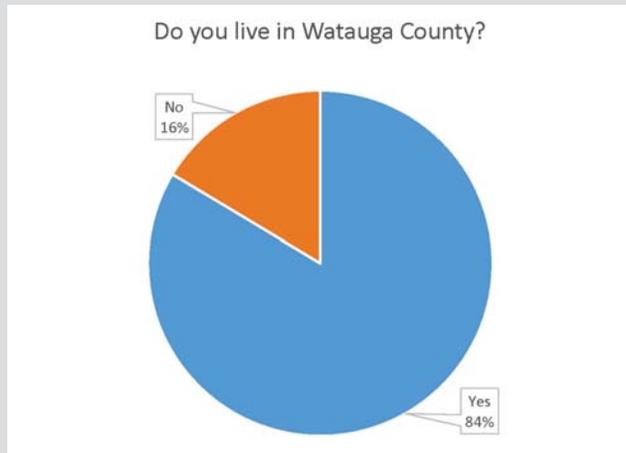
Priority 4: Tower + ?

APPENDIX B: PUBLIC MEETING COMMENTS, (AUGUST 21 2018)

- Looks ok, take down the gate. Boone "Free to Be."
- Greatest thing ever. Try to get rid of the guy wires!
- Love it! It's beautiful & will be utilized in Boone for sure!
- Great addition to Boone! Thank you for your work & I look forward to enjoying this space.
- Looks great. ADA- wonderful
- LOVE the slide! It will make the park different from all others!
- YES! Reservation process for shelter? Close in one end of shelter & add fireplace (like Mt. Jefferson) to extend seasonal use.
- Love. Plenty of parking. I am a fan of the slide.

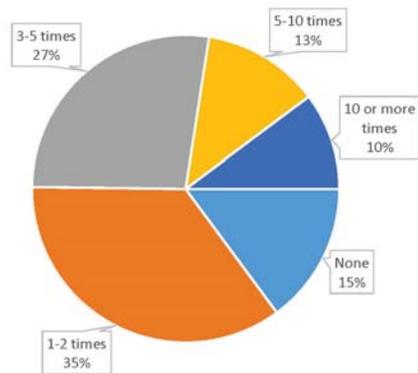
APPENDIX C: HOWARD KNOB SURVEY RESULTS

The Howard Knob Community Survey was distributed through social media paid advertising, receiving 263 total responses.

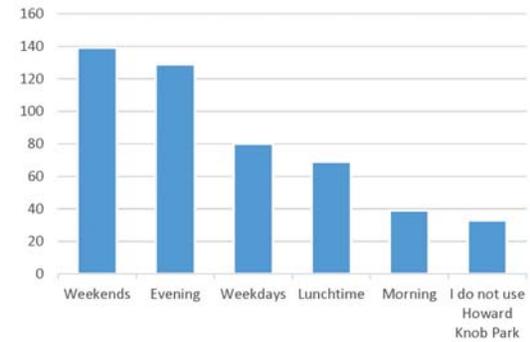


APPENDIX C: HOWARD KNOB SURVEY RESULTS, (CONTINUED)

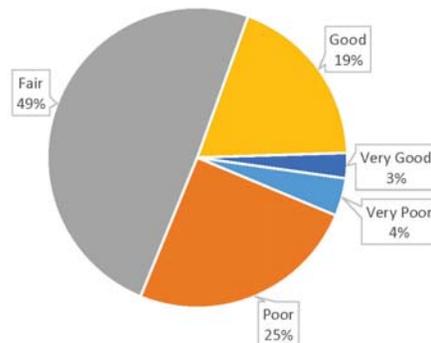
How often have you used Howard Knob Park during its operational season?



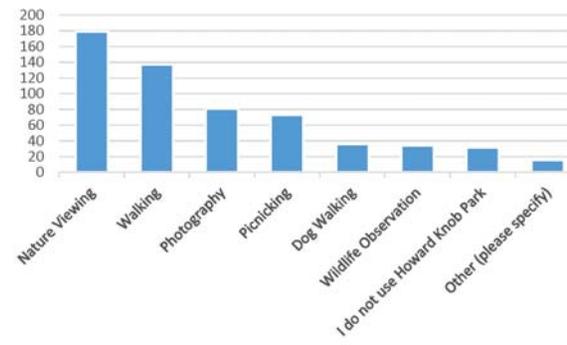
When do you use Howard Knob Park during its operational season? Mark all that apply.



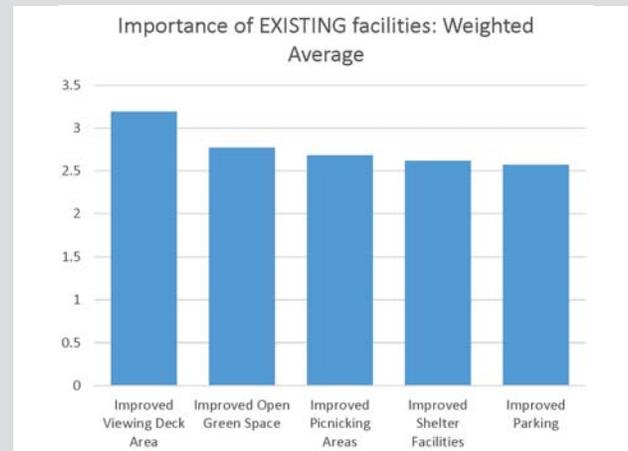
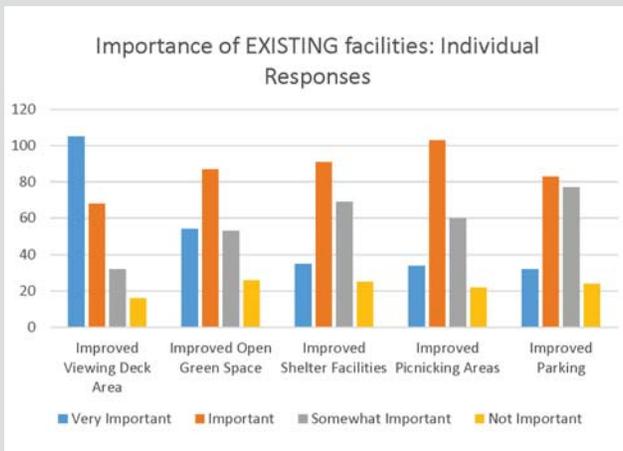
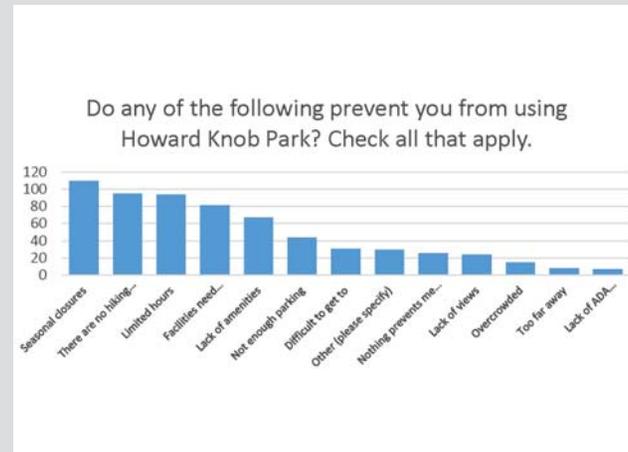
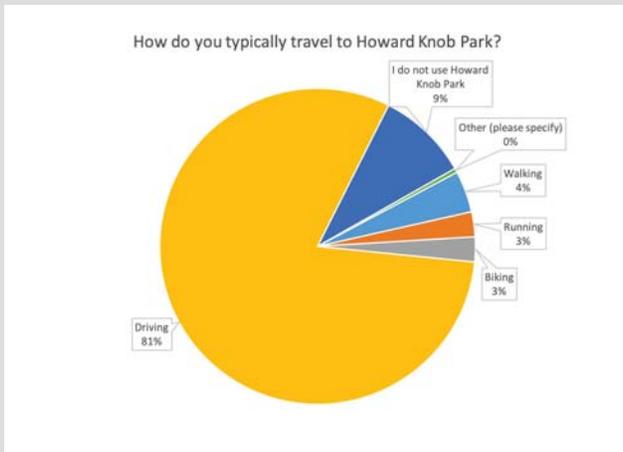
How would you rate the overall condition of Howard Knob Park?



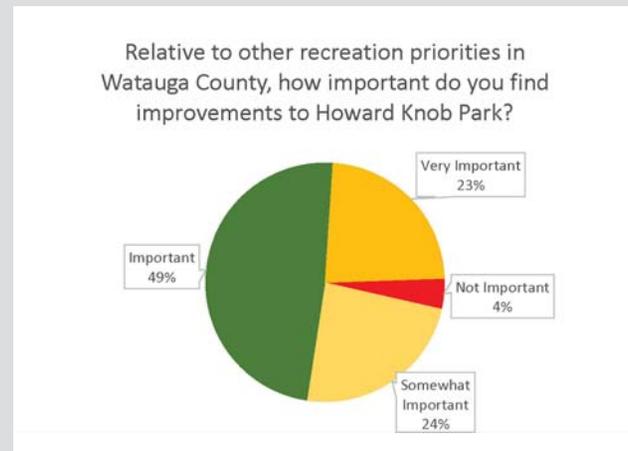
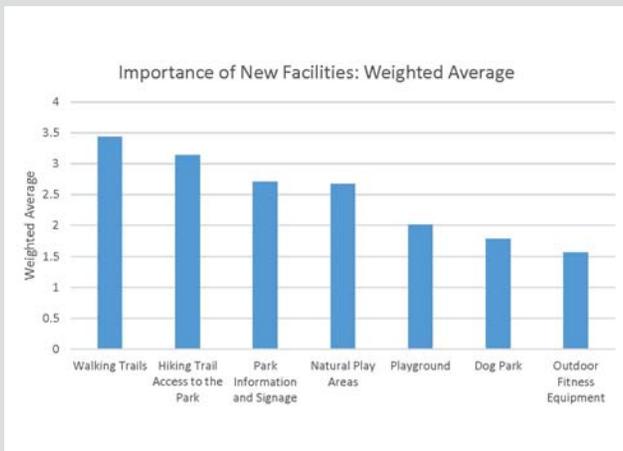
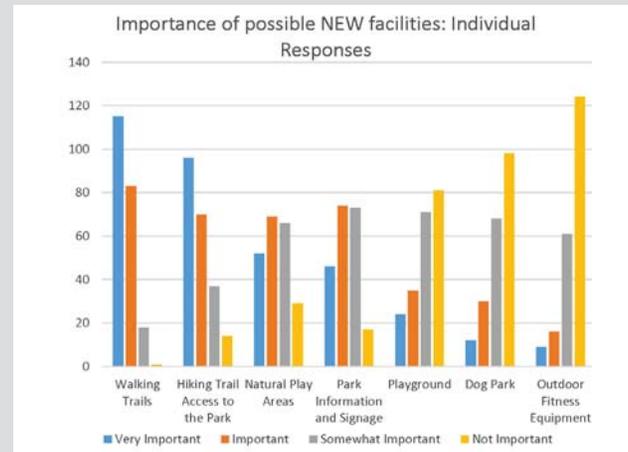
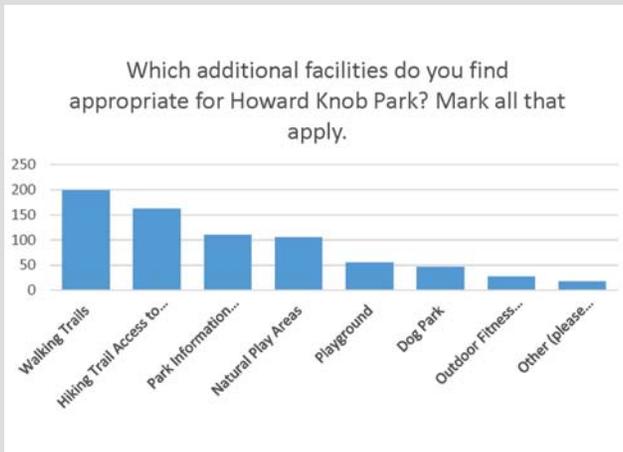
What recreational activities do you currently participate in while visiting Howard Knob Park? Mark all that apply.



APPENDIX C: HOWARD KNOB SURVEY RESULTS (CONTINUED)



APPENDIX C: HOWARD KNOB SURVEY RESULTS (CONTINUED)



APPENDIX C: HOWARD KNOB SURVEY RESULTS (CONTINUED)

SURVEY COMMENTS:

- Signage to the park needed
- No jungle gyms or swing sets. Leashed pets only (enforced). Keep it natural with the only sounds being weather and wildlife...
- What is the requirement for the fence? Can the gates come off?
- Love the park but just wish there were more amenities. The views are some of the best around and the size of the parcel the Town owns has a lot of potential for growth.
- Please consider leaving the park open after sunset.
- I fully support a dog park!
- Went to ASU when windmill was there. Have taken friends and family back to view campus for 35 years!!!! Love view!!!
- Don't call it Howard Knob. Make it something people will want to talk about.
- Outdoor fitness is a great idea. Definitely connect to trails so you don't have to drive there or use the dangerous road walking
- I am relatively new to Boone and hadn't heard of this park. I have two small children and would be more likely to go to a park with a playground. Building a playground or a splash pad would make me very likely to visit this park.
- I think that a trail to get up there is most important because locals, like myself, find the road up to it to be dangerous. I would still keep the park gated at night or the college kids will trash it
- See note about the obnoxious rude man that bought the "black house" property. I'm a single female and don't appreciate him harassing and threatening me.
- This is where I would like to take all of our of town guests to show them our gorgeous area but the park is terrible, very unsafe, overgrown, neglected and kids use it to drink and make out. Not appealing right now but with so much potential!
- Such a great space that is under utilized. No safe way to bike/hike to the park which further increases vehicle traffic on the road. Also limited hours which impact my ability to enjoy the park after work.

APPENDIX C: HOWARD KNOB SURVEY RESULTS (CONTINUED)

- I recall when this was a great place to ride up & view the town & sunsets. I have hated to see it go downhill & become grown up & neglected. Looking forward to this great asset being so again! Thanks for your interest!
- Extended hours would be great - or perhaps a clear and honest explanation about WHY there are limited seasons and hours on the new signs would be helpful.
- Please try to keep this park as natural as possible, therein lies it's value. Commercializing it depreciates it.
- There has been evidence of illegal drug activity in and outside the park gates. This needs to be addressed.
- It would be great if this space was more available more of the year.
- Boulders! We want boulders!
- I think the closure times really limit the parks use. I would love to be able to star gaze, watch sunsets and sunrises, etc. I think access is poor except by car, there are no safe biking or walking/hiking options to reach the park.
- I hope you are aware that a proposed asphalt plant is to be built in the 194 direction Tourist will love to visit and watch an asphalt plant churn out toxic smoke towards them.
- The viewing area was poorly trimmed up. It looked brutally wacked. It is also very close to the conservancy and I worry people will go through all the wild Sarsaparilla.
- It's a view of our town that is hard to access, ridiculous hours and limited views . Could be wonderful picnic spot but old and needs renovation as well as signage to identify views.
- Great space and views.
- Howard Knob is a showpiece for the downtown Boone area with easy access from town and incredible views of our community and surrounding Appalachians. Let's build a trail up from the Post Office to get to a newly renovated overlook.
- Seasonal hours are frustrating because winter provides the best views with minimal foliage. Open the park year round.

APPENDIX C: HOWARD KNOB SURVEY RESULTS (CONTINUED)

- We hike and visit lots of parks and trails in the area but hardly visit Howards Knob because there isn't enough to occupy more than 20 min. Some hiking trails and better picnic/shelter areas would open up a great resource that is close by for people to enjoy the views!
- I feel the park is one of the most important tourism areas in the Boone area. It's great to hear of a push to make the park more attractive and useable. It's a real shame that it's closed all winter.
- Happy to see some movement happening to improve this beautiful but under utilized resource; would also be willing to help!
- I love Howard's Knob as a way to show all of Boone. I think having a way to watch the sunset would be ideal. And if there was a way to access the Howard's Knob boulders.
- The park would be a great sunset spot. Having it open dawn to dusk would really provide some great scenic viewing opportunities!
- How about a replica of the NASA MOD-1 Wind turbine blade set up to be used like a giant 98' long picnic table?
- Allowing access to climbing.
- Connecting a trail system to Howard's Knob Park would make for a very rewarding hiking experience!
- Make it awesome
- I would use the park if one could actually see the view from up there. Connecting the trail that starts at BUMC to Howard's Knob Park would be awesome.
- The main improvement would be to add trails to get there safely on foot rather than having to drive. I don't want to see much facility "improvement" because that would take away from its natural "wilderness" appeal. We already have plenty of "man made" park and playground areas in Boone. All it needs is a simple working restroom and a water fountain.
- Please don't ruin the park by putting a bunch of stuff up there. It's a little upsetting to hear that trees and plants were cleared. Having natural "nooks" to enjoy the view and have private conversations were a large part of the appeal of this viewing spot compared to others.
- Clean the park up. Hopefully more people will use it making it self policing.
- I used to go to Howard's Knob park years ago. I used to walk up the road to it. It's a great workout, but traffic can make that dangerous. A trail to the park would be ideal.

APPENDIX C: HOWARD KNOB SURVEY RESULTS **(CONTINUED)**

- An observation tower in the middle of some green space with 360 degree views would be cool.
- I'd love to have it available in the winter time when it's not snowy/icy.
- The site has such great potential. I'd love to see it improved! I'd love to be able to hike there from the Boone United Methodist church trail.
- At a regional economic development scale, Howard Knob park has the opportunity to be "the park" that business owners could easily point tourists to for a picnic or quick hike. The park has a chance to be the face of outdoor recreation for Boone and Watauga County. Amenities such as signage, restrooms, etc. should respond accordingly and set the stage for what visitors can expect to see across the county.



DESTINATION BY DESIGN
planning | design | promotion

**CERTIFICATION OF LOCAL BUDGET SUPPORT
ESTIMATED OPERATING/UTILITY ANNUAL COST
FOR CAPITAL IMPROVEMENT PROJECTS**

Date: Oct. 13, 2016
 College: Caldwell Community College
 Contact Name: Donnie Bassinger

Project Name: Student Services Center
 Project Completion Date: April 2018
 State Funds Authorized: Connect NC Bond
 Local Funds Authorized: 0

Additional Cost Identification	1st Year of	2nd Year of	3rd Year of	4th Year of	5th Year of	Average Additional Annual Cost
	Operation FY	Operation FY	Operation FY	Operation FY	Operation FY	
Staffing (Housekeeping & Facility Operator) additional annual cost	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Plant Maintenance additional annual cost	\$1,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,400
Other Operating Cost additional annual cost						
Electric	\$17,000	\$18,000	\$19,000	\$20,000	\$21,000	\$19,000
Fuel (Gas, Oil)	\$6,800	\$6,900	\$7,000	\$7,100	\$7,200	\$7,000
Water	\$4,200	\$4,300	\$4,400	\$4,500	\$4,600	\$4,400
Telecommunications	\$500	\$500	\$500	\$500	\$500	\$500
Total Average Annual Cost (used in Section IX of the 3-1)						\$47,300

I certify that the county has reviewed this information as a part of the approval process.

Donnie Bassinger
 County Manager/Finance Officer

Donnie Bassinger
 County Manager



Building 1



Watauga Student Services



Building 3



Watauga County Board of Education

OFFICE OF THE SUPERINTENDENT

MARGARET E. GRAGG EDUCATION CENTER
175 PIONEER TRAIL, BOONE, NC 28607

TEL: (828) 264-7190

FAX: (828) 264-7196

February 18, 2019

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

From: Watauga County Board of Education
Dr. Scott Elliott, Superintendent
Mrs. Ly Marze, Finance Officer

Re: Preliminary Budget Discussion for FY 2019-20

The Watauga County Schools system is extremely grateful for the Watauga County Commissioners' longstanding commitment to generous funding for our schools. That commitment is a major factor in the strong and successful public school system that we have in Watauga County. In the interest of helping to maintain and strengthen our partnership on behalf of local students and families, this letter will identify some of the highest priority needs for our schools for fiscal year 2019-20. Like you, we are only now starting the process of budget development and will be able to share more detailed information with you at a later date. The following are just a few examples to illustrate our identified needs.

Operating Expense

School Nurse Grant (non-recurring grant)	120,000	Required if funding at the state level is not continued
Non-certified Positions Salary Study	90,000	Year 3 of our initiative to improve salary schedules
Diagnostic Screeners/Intervention Resources	102,000	Curriculum and intervention support for students
COLA for local paid positions	TBD	Based on increases in state salary and benefits

Long Range Capital

Valle Crucis School – New land/building	35,000,000	Safety concerns require construction of a new school
Renovations (Phase One) design fees	328,210	To plan the first phase of renovations at K-8 schools (Hardin Park, Blowing Rock, and Parkway)
Phase One renovation estimates (over three years)		
Hardin Park	4,000,000	Full roof, HVAC, boiler, electrical service, fire alarm
Blowing Rock	2,500,000	Boiler, HVAC, roof/wall leaks, egress correction
Parkway	<u>2,500,000</u>	HVAC, electrical service, fire alarm, egress correction
Total Phase One renovations	9,000,000	

- Phase Two will include similar renovations to GV, BE, CC, and MA.

- New construction for Hardin Park must also be considered.

Capital Outlay Expense

Security Cameras	100,000	Upgrade storage and improve accessibility for systems
VoIP System at Green Valley	65,000	Replace all phone, bell, and intercom systems
Roof Repair (not replacements)	45,000	Ongoing roof repairs at several schools
Carpet/Tile Replacements	30,000	Continue replacements of unsafe carpet/tile areas
Gym Floor Replacements	75,000	Replacement scheduled for Mabel
Door Replacements	15,000	Continuation to replace unsafe doors in schools
Parking Lot Resurfacing	160,000	Scheduled for Cove Creek, Parkway, Bethel, & Hardin Park
HVAC/Sewer Pump Replacements	10,000	Purchase of replacements needed
Cafeteria Equipment Replacements	55,000	Purchase of dish machines and double stack ovens

Recurring Capital Expense

Vehicle Replacements	85,000	Replacing two snow pushing/maintenance trucks
Activity Bus Replacements	95,000	Purchase of a 72 passenger bus to replace a 1992 model
Furniture/Equipment	135,000	Maintain safe furniture/equipment in the schools
Classroom Presentation Technology	80,000	43% of our schools' projectors are still over 5 years old
Student/Staff Instructional Devices	200,000	Continued implementation of the replacement cycle for student and staff computers

We appreciate the funding you continue to provide and your stated support for a plan of action for addressing large scale capital needs. We request that the Watauga County Board of Education maintain as much flexibility as possible over the year to year capital funding from the county and education lottery funding from the state so that we can continue to repair and maintain current facilities. We also request that together we develop a plan for funding and addressing as soon as possible the large projects identified in our architectural study.

In summary, the discussion points in this letter are the district's preliminary look into 2019-20 and beyond. However, we believe this information provides a useful basis for discussion of funding needs and priorities for the school system especially in the year ahead. We will be glad to provide any additional information you need to make the best possible decisions about the appropriate level of funding for our schools.

Thank you for your consideration and continued support in providing high quality education to all the students of Watauga County Schools.

Watauga Public Safety Communications System Upgrade

Status Report – February 7, 2019

Background:

- Natural topography in Watauga County poses serious challenges in providing reliable communications to County public safety agencies with significant dead spots.
- Population growth in the county has resulted in substantial increases in the number of incidents which has increased the loading on the existing system.
- Increased use of portable radios by responders makes it apparent that there are more locations in which portable coverage is lacking while mobile coverage is adequate.
- In 2001 Watauga County hired Spectrum Resources to prepare recommendations for improving county public safety radio systems with an estimated cost of \$3.2 million for additional tower sites and simulcasting as well as upgraded car and portable radios to take advantage of the upgrades.
- Incremental improvements were made in 2006-2016, including replacing repeaters with public safety grade equipment, following the report but no comprehensive system upgrade including simulcasting was undertaken.
- Local agencies continued to complain about dead spots and the call volume for agencies continued to increase making the coverage problems more apparent. The Horton Fire in November 2016 highlighted the need for improved interoperability and radio coverage.
- In February 2017 at the Budget Retreat the Commissioner received a proposal for a fresh look at public safety communications. Dr. Marvin Hoffman was engaged on March 21, 2017 to undertake a comprehensive planning project involving all county emergency agencies to identify their current and reasonably predictable needs for improved public safety communications. Dr. Hoffman presented a report with recommendations to the Board of Commissioners at their February 2018 Budget Retreat.

Recommended System Improvements:

- Hoffman recommended a five site system with five channels for improved portable coverages. Each of the five sites would be linked by microwave and use simulcast technology. Several of the sites would also have Zone Repeaters so that localized incidents could be moved off the county-wide channels.
- Also included were recommended operational changes in how the 911 Center handles dispatching calls in order to prevent multiple agency responses or subsequent separate incidents from interfering with on-scene operations.
- Sites recommended included Rich Mountain (existing), Buckeye (existing), Creston (at that time a proposed SHP site to be constructed in July 2018), Parkway School (proposed) plus a fifth site in the Foscoe area.
- All infrastructure equipment (repeaters, control stations, comparators) were to be upgradable to P25 which has been established as a public safety digital standard technical specification. However, this equipment was to use an older analog standard in order to prevent all agencies from having to replace the mobiles and portables at one time.
- The report recommended engaging seeking Requests for Proposals from engineering firms to prepare all equipment specifications and assume responsibility for assuring the County that the completed system met the County's needs.

Estimated Cost (2018):

- The estimated system cost in February 2018 was \$3.6 million, not including any land acquisition costs.
- The Capital Reserve account for Communications Improvements at time was approximately \$1.35 million and \$250,000 was expected to be added in the 2018-2019 budget bringing the total to \$1.6 million.
- Due to other county projects, sufficient funding was not available in February 2018 to immediately pay for a turnkey system.
- The Commissioners indicated that the project should move forward by initiating the numerous preliminary steps, such as confirming system coverage models, securing agreements for the proposed tower sites, engaging professional engineers to determine

the adequacy of existing towers to handle additional antennas, geotechnical engineering to determine soil conditions at proposed sites as well as securing licenses for added system frequencies and at added sites. Additional funding would be made available as needed to keep the project moving forward.

- Watauga County engaged Dr. Hoffman under a separate Phase II Technical Services agreement (in force from July-November 2018) to pursue site leases and to offer technical advice to the county on the project.
- Hoffman met with UNCTV, private land owners, the Watauga Board of Education, Dr. Elliott, the County Manager, Carolina West Wireless, Blue Ridge Energy, AT&T, Verizon, First Net, VIPER, Wireless Communications, interested consultants as well as equipment vendors as well as having repeated meetings with the Foscoe Fire Department leadership. Additionally, Hoffman met often, at times more than once a week, with the Director of 911 and Emergency Services. Finally, Hoffman assisted county fire departments in gathering data and other information needed by the departments to seek a grant (of approximately \$1 million) to purchase mobile and portable radios using the P25 technology and capable of operating on VIPER.

Estimated Project Completion Date (2018 Report):

- The February 2018 Report estimated that a turnkey project could be built and operation by July 2019 using a qualified radio engineering firm to manage the project.
- This target date proved to be optimistic for several reasons:
 - No RFP was prepared seeking an engineering firm to do an independent system design and to serve as construction project manager.
 - Because the overall design was not independently evaluated, there was hesitancy to spend money on any equipment in a piece-meal fashion.
 - Mr. Jeff Virginia retired as Director of 911 and Emergency Services and the position remained vacant until October 2018.
 - Negotiating leases with private land owners and with public agencies proved to take more time than anticipated since turn-around time with agencies and land owners often took a month to receive a reply to a previous communication.
 - County reliance on a technical services firm with which it has done business for more than a decade for certain commercial engineering advice was time-consuming. Since the county was not paying for the advice, meetings on this topic had to be fitted in with the firm's other work in this area.

- There have been lengthy delays in finalizing the system design and, as a result, the choice of additional frequencies for various sites has been delayed. There are legitimate technical reasons why tower locations have to be known before it is possible to secure frequencies that are not subject to or cause interference from other counties.
- The county has been considering an additional (sixth) tower site. This has delayed the system design which is needed to prevent the sites within the Watauga system from interfering with each other during simulcast transmissions. It should be noted that potential land and equipment costs along with additional radio frequencies for a sixth simulcast site were not included in the original budget.
- The Federal Government shutdown delayed processing of some FCC licenses and site evaluation at Parkway by the Blue Ridge Parkway.

Current Project Status:

- Watauga County decided to assume responsibility for managing the numerous aspects of developing the system on January 22, 2019.

Will's portion of the report:

- Elk Knob park site is under review by NC Park Service (at the Deputy Director's Desk)
- Foscoe Fire Department is currently negotiating with the property owner for their site
- A balloon test is required at Parkway School and scheduled for February 19th pending weather and NPS funding (rescheduled from January 4th due to shut down); a lease with the school system will be confirmed once we have an approved NPS permit
- Buckeye and Rich Mtn are pending structural analyses of the existing towers.
- The below is a visual of where the process stands today



Site Confirmation: Sites are selected for the 5 initial sites, coverage maps have been verified, and property negotiations are currently underway

Frequency Pairs: The microwave hop has been secured, VHF frequency pairs require fixed sites and needed licenses cannot be requested until we have the property secured

System Design: MCA (who currently maintains our communications infrastructure) will design a system, however final design cannot occur until the VHF frequencies are secured for IT reasons

Tower Evaluation (Construction): The construction process can begin as soon as sites are selected, however the engineering evaluation of our current towers cannot occur without a final system design in place. 10-18 Consulting is the tower construction consultant for both construction and evaluation.

Implementation: Once towers are either constructed or evaluated, implementation can occur. This may be done in phases that make sense based on which sites will have the largest impact and availability of tower contractors. MCA will also manage this process.

SPECIAL APPROPRIATIONS

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
APPALACHIAN THEATER OF THE HC	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
BEECH MTN PARKS & REC	2,500	-	-	-	-	-
BLOWING ROCK PARKS & REC	15,000	12,000	12,000	12,000	12,000	12,000
BLUE RIDGE MEDIATION/DRUG COURT	19,250	40,000	21,000	21,000	22,500	23,000
CHILDREN'S COUNCIL	-	-	1,500	1,500	2,500	25,000
CHILDREN'S PLAYHOUSE	2,500	-	-	1,223	2,500	2,500
COMMUNITY CARE CLINIC	17,000	17,000	17,000	17,000	25,000	25,000
FOSCOE GRANDFATHER COMM. CENTER	5,000	5,000	5,000	5,000	5,000	5,000
FOSTER GRANDPARENT PROGRAM	-	-	-	-	-	-
GREEN VALLEY COMMUNITY PARK	8,000	8,000	8,000	8,000	8,000	8,000
HOSPITALITY HOUSE - WECAN	2,500	2,500	2,500	2,500	2,500	2,500
HOSPITALITY HOUSE	-	-	10,000	10,000	10,000	10,000
HUNGER COALITION	8,500	8,500	8,500	8,500	8,500	9,315
MOUNTAIN ALLIANCE	10,000	10,000	10,000	10,000	10,000	10,000
OASIS	10,000	10,000	10,000	10,000	10,000	10,000
SOUTHERN APPALACHIAN HISTORICAL ASSN	12,000	12,000	22,000	22,000	22,000	22,000
VALLE CRUCIS COMMUNITY PARK	15,000	15,000	15,000	15,000	15,000	15,000
WAMY	10,714	10,714	13,214	2,500	2,500	2,500
WATAUGA COUNTY ARTS COUNCIL	8,800	8,800	8,800	8,800	8,800	8,800
WATAUGA HUMANE SOCIETY	79,482	80,356	81,401	81,482	82,460	83,865
WATAUGA OPPORTUNITIES	33,000	33,000	33,000	33,000	33,000	33,000
WESTERN YOUTH NETWORK	1,500	1,500	1,500	1,500	1,500	-
TOTALS:	\$ 260,746	\$ 274,370	\$ 290,415	\$ 281,005	\$ 293,760	\$ 317,480

**National Collaborative of Infants and Toddlers
Watauga County, North Carolina
Action Plan Executive Summary**

<p align="center">Watauga County, N.C.</p>	<p>PN-3 Goal 1: By December 31, 2019, at least 4 early childhood centers will be actively enrolled in the Children’s Council’s Pathways to Accreditation program to increase quality and professional development of infant-toddler teachers affecting at least 75 children and 10 infant-toddler teachers.</p> <p>Short-term Goal (6-18 months): To finalize the development of a local accreditation program for early childhood centers that is fully implemented by the end of 2020 and rewards centers that meet local standards of education and compensates staff (a minimum of an AA degree in ECE and a minimum of \$12/hour for lead teachers).</p> <p>Mid-term Goal (2-3 years): To increase the percentage of child care providers on-boarded for the child care accreditation program.</p> <p>Long Term Goal (3-5 years): To develop a comprehensive, innovative early childhood system that reaches all families beginning at birth; To implement a sustainable, local financing stream for early childhood programs and services, including financial incentives for early childhood providers who provide high-quality infant-toddler care in the county meeting local accreditation standards.</p> <p>Alignment to Framework: Program and Policy Expansion: Affordable Care Options that Meet Infants’, Toddlers’ and Families’ Needs</p> <ul style="list-style-type: none"> • All infant and toddler teachers and caregivers have opportunities to build competencies through education, training, coaching and other effective forms of professional learning that are appropriate for the setting of care <p>PN-3 Systems: Political Will and Engagement</p> <ul style="list-style-type: none"> • Process indicator would fall in the in-process/advanced implementation phase and the county will take steps to develop a resource map, develop a multi-media campaign about early childhood to increase awareness and implement a sustainable local financing stream for early childhood programs, to include financial incentives for early childhood providers who provide high-quality infant-toddler care in the county that meet local accreditation standards. 	<p align="center">Goal 1: Quality Care and Learning</p>
---	---	--

	<p>PN-3 Goal 2: To strengthen and expand a local universal home visiting program, Nurtured Beginnings, by strengthening partnerships with local health care providers and home visiting organizations to serve at least 10% of at-risk mothers (55) by the end of 2019 by sharing the importance of child development, prenatal/postpartum care and the availability of resources in the county.</p> <p>Short-term Goal (6-18 months): To convene a stakeholder group of the health department, Children’s Council, pediatric offices, OB/GYN offices and the hospital to strengthen relationships and align services, funding streams and the referral process; To further develop measurement outcomes and tools for Nurtured Beginnings program and compare/contrast with the Family Connects program.</p> <p>Mid-term Goal (2-3 years): To integrate evidence-based parent education into prenatal care (OB-GYN office or Childbirth Education classes); To expand the availability of evidence-based home visiting models for at-risk infants and toddlers.</p> <p>Long Term Goal (3-5 years): To develop a comprehensive, innovative early childhood system that reaches all families beginning at birth; To implement a sustainable, local financing stream for early childhood programs and services, including universal and targeted home visiting.</p> <p>Alignment to Framework: Program and Policy Expansion: Home Visiting</p> <ul style="list-style-type: none"> • Increase availability of evidence-based home visiting models that are designed to provide ongoing supports to newborns who have been identified by specific at-risk factors, such as having a first-time teen mother or children who are at-risk for abuse and neglect (Process indicator would fall in the in-process implementation phase and the county will employ strategies that increase coordination between health providers and determine which models will provide best ongoing support (new or existing)). <p>PN-3 Systems: Political Will and Engagement</p> <ul style="list-style-type: none"> • Process indicator would fall in the in-process/advanced implementation phase and the county will take steps to develop a resource map, develop a multi-media campaign about early childhood to increase awareness and implement a sustainable local financing stream for early childhood programs, to include universal and targeted home visiting. 	<p>Goal 2: Support for Families with Infants and Toddlers</p>
--	--	--

CONTACT:

Rachel Zaentz

Rachel.Zaentz@FinnPartners.com

Phone: 202-525-9864

Embargoed until Tuesday, April 24 12:00 a.m. EDT

Local Communities to Prioritize a Strong Start for Babies and Toddlers **Watauga County awarded \$25,000 planning grant to strengthen early childhood system**

Leading National Groups Announce Selection of Communities across the Country to Focus on Healthy Beginnings, Supported Families and Quality Child Care from Birth to Age 3

DATELINE—April 24, 2018—Leading national organizations announced today that they will work with 29 communities across the country to focus on child development from birth to age 3. Research shows investments in the first three years of life, when a child's brain develops faster than at any other time period, are most critical in helping more children become more confident, empathetic, contributing members of their communities.

The National Association of Counties, National League of Cities, Center for the Study of Social Policy, National Institute for Children's Health Quality (NICHQ) and StriveTogether each selected community partners that are demonstrating a commitment to ensuring children have a strong start in life. The partnership is funded by the Pritzker Children's Initiative (PCI), a project of the J.B. and M.K. Pritzker Family Foundation. The Sorenson Impact Center, housed at the University of Utah's David Eccles School of Business is working with PCI and the partner organizations to manage the initiative.

The communities named in today's announcement include:

National Association of Counties

- Boone County, Missouri
- Champaign County, Illinois
- Dauphin County, Pennsylvania
- Pierce County, Washington
- Ramsey County, Minnesota
- Washington County, Virginia
- Watauga County, North Carolina
- Tarrant County, Texas

Center for the Study of Social Policy

- Boston, Massachusetts
- Denver, Colorado
- Guilford County, North Carolina
- Los Angeles County, California
- Kent County, Michigan
- Multnomah County, Oregon
- Orange County, California
- Onondaga County, New York
- Ventura County, California
- Volusia and Flagler Counties, Florida

National League of Cities

- Austin, Texas
- Baltimore, Maryland
- Chattanooga, Tennessee
- Cleveland, Ohio
- Denver, Colorado
- Minneapolis, Minnesota

National Institute for Children’s Health Quality (NICHQ) and StriveTogether

- Albuquerque, New Mexico
- Memphis, Tennessee
- Norwalk, Connecticut
- Salt Lake City, Utah
- Spartanburg County, South Carolina
- Tucson, Arizona

“This announcement marks an unprecedented moment in our nation’s commitment to our youngest learners. For the first time, communities across the country will work together to take action to increase high-quality services for children from birth to age 3 toward a common goal of kindergarten readiness,” said Janet Froetscher, president of the J.B. and M.K. Pritzker Family Foundation. “The communities will support a strong start for babies and toddlers through local solutions: giving children a healthy start at birth, strengthening support for families with infants and toddlers and expanding high-quality care and learning environments.”

The selected communities will launch the initiative in partnership with national organizations supporting the effort. Partner organizations will equip communities with tools to strengthen early childhood systems and share best practices with other cities, counties and states. In turn, communities will share resources that will drive policies and make the case for public and private investment in core services for infants and toddlers.

The needs of infants and toddlers cannot all be addressed with a one-size-fits-all approach. As part of this joint initiative, local leaders will pursue a variety of interlocking strategies in the child care, health, early childhood education and human services domains that promote and work toward the well-being of young children. These integrated approaches will build on promising existing community-driven efforts and work to address new challenges as they aim to provide parents with unique tools, information and guidance at a time when many feel most overwhelmed.

“These communities will be at the forefront of developing public policy and practice that embraces the new knowledge we have about brain science. We now know that waiting to invest in our children — our nation’s future — until kindergarten or even pre-K is too late,” said Rachel Schumacher, director of PCI. “By bringing communities together around shared goals and outcome measures, we can move the needle to set our nation’s babies and toddlers up for success.”

Research shows that investments in children and their families in the earliest years help communities create better education, health, social and economic outcomes that increase revenue and reduce the need for costly, less effective interventions later in life. With an estimated 3 million of the nation’s youngest children at risk of reaching kindergarten not ready to learn, this Initiative seeks a dramatic investment in improving kindergarten readiness.

In addition to the economic benefits, high-quality early childhood development programs can reduce chronic disease and health care costs, and their benefits include better education outcomes and higher incomes as adults. Early childhood development lays the foundation for school readiness with social-emotional skills that children need to do well both in and out of school, including attentiveness, persistence, impulse control and sociability.

Program partners' comments:**Frank Farrow, president, Center for the Study of Social Policy:**

"The Center for the Study of Social Policy is pleased to announce that ten EC-LINC communities will be participating in the Pritzker Children's Initiative, a specialized effort to make sure young children are developmentally on track for school by age three. EC-LINC (Early Childhood Learning and Innovation Network for Communities) has made significant strides in advancing early childhood systems by promoting peer learning, innovation, results-based action and equity for all. Thanks to generous support from PCI, participating communities will tackle the toughest challenges related to maternal and child health, family support and early care and education. They will develop models for how communities across the country can work to create brighter futures for the youngest children and their families."

Matthew Chase, executive director, National Association of Counties

"We are grateful and proud to partner with the Pritzker Children's Initiative in our efforts to improve kindergarten readiness. We applaud the pioneering work of the counties and cities named in today's announcement. County leaders leave no stone unturned in pursuit of our goal to build healthy, vibrant, safe communities for our residents – and the best path to success starts early. With the Pritzker Children's Initiative, we will strengthen early childhood systems and help to build brighter futures for kids today."

Scott D. Berns, MD, MPH, FAAP, president and CEO, National Institute for Children's Health Quality (NICHQ):

"We are excited to partner with these communities and help facilitate solutions to challenges in early childhood systems in communities across America. Given our experience in spurring and managing transformational change, we believe this initiative will give the next generation a better chance to grow and thrive."

Clifford M. Johnson, executive director, National League of Cities Institute for Youth, Education and Families:

"NLC is excited to provide leaders in these six cities with new tools to help them increase supports and services for the youngest children in their communities. As the elected leaders closest to their constituents, these city officials are driven to find solutions to better their communities, and have been at the forefront of developing local innovations that increase opportunities for families with young children. They know that a child's earliest years, from prenatal to age three, are the most critical times for learning and development, and these leaders are looking to adopt promising policies and practices that support the full development of infants and toddlers."

Fraser Nelson, managing director, Sorenson Impact Center:

"We are looking forward to working with and learning from these exceptional and diverse communities across the country who are committed not only to investing in their tiniest residents to ensure readiness for kindergarten, but also preparedness for life beyond the classroom."

Jennifer Blatz, president and CEO, StriveTogether:

"A healthy start at birth ensures children have the opportunity to succeed and fulfill their potential. At StriveTogether, we know using data is the key to uniting communities around shared goals and outcome measures. Through this partnership with PCI and NICHQ, we are bringing our proven approach of data-driven tools and cohort learning to improve outcomes faster for infants, toddlers and families across the country."

About the Partners

Center for the Study of Social Policy

The [Center for the Study of Social Policy](#) (CSSP) is a national, nonprofit public policy, research and technical assistance organization headquartered in Washington, D.C., with offices in New York City and Los Angeles. CSSP is committed to securing equitable opportunities and optimal outcomes for children and families. CSSP strives to achieve this by focusing on the families facing the most significant barriers – including families living in poverty and those whose lives are affected by discrimination based on race, immigration status, sexual orientation and gender identity.

National Association of Counties

The [National Association of Counties](#) (NACo) unites America's 3,069 county governments. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public's understanding of county government and exercise exemplary leadership in public service.

National Institute for Children's Health Quality (NICHQ)

The [National Institute for Children's Health Quality \(NICHQ\)](#) is a mission-driven nonprofit dedicated to driving sustainable improvements in the complex issues facing children's health. We provide deep expertise in developing the pathways and partnerships for catalyzing change to achieve better outcomes for children and families.

National League of Cities

The [National League of Cities \(NLC\)](#) is dedicated to helping city leaders build better communities. Working in partnership with the 49 state municipal leagues, NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents. The Institute for Youth, Education and Families (YEF Institute) is a special entity within NLC that helps municipal leaders take action on behalf of the children, youth and families in their communities.

Sorenson Impact Center

The [Sorenson Impact Center](#), housed at the University of Utah's David Eccles School of Business, is a think-and-do tank that marshals capital for social good, empowers data-driven programs, breaks down silos across sectors, and equips the next generation of leaders with social purpose.

StriveTogether

[StriveTogether](#) leads a national movement of 70 communities to get better results in every child's life. We coach and connect partners across the country to close gaps, especially for children of color and low-income children. Communities using our proven approach have seen measurable gains in kindergarten readiness, academic achievement and postsecondary success. The StriveTogether Cradle to Career Network reaches 10.4 million students, involves 10,800 organizations and has partners in 30 states and Washington, D.C.

About the Pritzker Children's Initiative

For more than 15 years, [the Pritzker Children's Initiative](#) (PCI) has been committed to a single, attainable goal: that all of our nation's at-risk children will have access to high-quality early childhood development resources, increasing their likelihood of success in school and life. With a focus on the importance of ages birth to three, PCI supports initiatives that unlock public and private investments in early childhood development, increase the supply and reach of evidence-based interventions and accelerate innovation and knowledge sharing.

REPORT: The Youngest Children in Watauga County, North Carolina

1. Name of the community: Watauga County, North Carolina
2. Date profile completed: August 31, 2018
3. Primary contact
 - a. Your Name: Crystal Kelly
 - b. Organization: Children's Council of Watauga County, Inc.
 - c. Title / role: Director of Strategic Initiatives/Community Fellow
 - d. Phone: (828) 262-5424
 - e. Email: crystal@thechildrenscouncil.org
4. Community Profile team members:

Crystal Kelly -- Executive Director, Children's Council
Anthony Brumfield -- Board Chair, Children's Council.
Gary Moss -- Financial Advisor, Ameriprise Financial (Rotary president, former board chair)
Athalia Whitworth -- Small Business Owner, Parent
Denise Brewer -- Interim Chair, Child and Family Studies Appalachian State University
Deron Geouque -- County Manager, Watauga County
David Jackson -- Boone Chamber of Commerce president
Billy Kennedy -- County Commissioner, Watauga County
Joe Furman -- Director of Watauga County Planning and Economic Development
Marshall Ashcraft -- Incoming Boone Town Council member (former Smart Start Director and WCS Public Information Officer)

Pre-Populated Data

The data provided here are from the U.S. Census Bureau's American Community Survey 2016 5-year estimates unless otherwise noted. ACS 5-year estimates are based on data collected over the 5 years leading up to 2016 and indicate the expected value in 2016. In some cases, data may be suppressed by the Census when values are low to avoid potential identification of individuals for sensitive data.

YOUNG CHILDREN IN WATAUGA COUNTY

- Total population of Watauga County: 52,745
- Number of children under the age of three (estimate) in Watauga County: 1,174

THE DEMOGRAPHICS OF WATAUGA COUNTY

RACE							
Population	American Indian / Alaska Native	Asian	Black or African American	Hawaiian / Pacific Isl.	White	Two or more races	Other
Community as a whole	0.3% (170)	0.9% (452)	1.2% (632)	0.0% (21)	94.0% (49,587)	2.4% (1,243)	1.2% (640)
Children age 0-4	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	84.3% (1,543)	11.5% (210)	4.2% (77)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B01001: Sex by Age. Tables B01001A, B01001B, B01001C, B01001D, B01001E, B01001F, B01001G: Sex by Age (Racial Iterations).

ETHNICITY		
Description	Hispanic or Latino	Not Hispanic or Latino
Community as a whole	3.4% (1,799)	96.6% (50,946)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B03003: Hispanic or Latino Origin.

POVERTY				
Population	Individuals living below 50% of FPL	Individuals living below 100% of FPL	Individuals living below 185% of FPL	Individuals living below 200% of FPL
Community as a whole	9,259	14,797	21,590	22,581
Estimate for Children age 0-3	122	284	508	554

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B09001: Population Under 18 Years by Age. Table B17024: Age by Ratio of Income to Poverty Level in the Past 12 Months. Table Note: The ACS does not have 0-3 data for Table B17024. Estimates for Children age 0-3 are calculated using the percent of the total population of 0-6 year olds at each poverty level multiplied by the total population of 0-3 year olds.

POVERTY BY RACE & ETHNICITY			
Race/Ethnicity	Age	Above FPL	Below FPL
American Indian And Alaska Native Alone	All Ages	69	91
	Children age 0-5	0	0
Asian Alone	All Ages	172	160
	Children age 0-5	0	0
Black Or African American Alone	All Ages	220	143
	Children age 0-5	0	0
Hispanic Or Latino	All Ages	715	836
	Children age 0-5	76	114
Native Hawaiian And Other Pacific Islander Alone	All Ages	16	5
	Children age 0-5	0	0
Some Other Race Alone	All Ages	181	400
	Children age 0-5	0	77
Two Or More Races	All Ages	449	525
	Children age 0-5	65	145
White Alone	All Ages	31,331	13,473
	Children age 0-5	1,299	234
White Alone, Not Hispanic Or Latino	All Ages	30,865	13,119
	Children age 0-5	1,236	234

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Tables B17001A, B17001B, B17001C, B17001D, B17001E, B17001F, B17001G: Poverty Status in the Past 12 Months by Sex by Age (Racial Iterations).

MOBILITY					
Population	Same house 1 year ago	Moved within same county	Moved from different county within same state	Moved from different state	Moved from abroad
Children age 0-4	84.1% (1,279)	7.3% (111)	4.9% (75)	3.7% (56)	0.0% (0)
Community as a whole	72.2% (37,885)	12.5% (6,542)	12.4% (6,498)	2.5% (1,289)	0.4% (222)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B07001: Geographical Mobility in the Past Year by Age for Current Residence in the United States.

EMPLOYMENT				
Description	Employed	Armed Forces	Unemployed	Not in labor force
Employment status: females 20 to 64 years with children under 6 years	64.6% (536)	0.0% (0)	1.0% (8)	34.5% (286)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B23003: Presence of Own Children Under 18 Years by Age of Own Children Under 18 Years by Employment Status for Females 20 to 64 Years.

EDUCATION									
Description	8th grade or less	9th grade - 12th grade (no diploma)	GED	HS diploma	Some college	AA/AS	BA/BS	MA/MS	PhD/Prof.
Educational Attainment for the Population 25 Years and Over	4.3% (1,252)	7.7% (2,279)	3.8% (1,108)	17.2% (5,056)	20.6% (6,060)	7.6% (2,228)	22.7% (6,690)	10.0% (2,942)	6.2% (1,824)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B15003: Educational Attainment for the Population 25 Years and Over.

SNAP		
Description	Received SNAP	Did not receive SNAP
Households with children under 18 years	17.4% (703)	82.6% (3,334)

U.S. Census Bureau (2012-2016). American Community Survey 5-year estimates. Table B22002: Receipt of Food Stamps/SNAP in the Past 12 Months by Presence of Children Under 18 Years by Household Type for Households.

Section 2: Community Profile Tool

Section I: YOUR COMMUNITY AND ITS ASSETS

Each community involved in the Pritzker Children's Initiative (PCI) is unique. This tool helps communities recognize strengths as well as to identify areas in which actions can have a positive impact on young children. This section specifically aims to better understand the assets your community brings to this initiative.

- What is important to your community? What are your collective values and goals?

High quality early care and education is important to my community. I think defining high quality is important.

Quality of life, good schools, good social/emotional/physical/educational care for children and young adults from birth to college/workforce, clean environment.

Education of our children is very important for a good majority of the community and preservation of the natural environment is important to many.

- Given the data about your community, what do you perceive as priority areas of need among families that are expecting or have babies or toddlers?

Prenatal, postnatal care, including developmental knowledge.

That they have a quality early care and education site for their infant/toddler.

Access to good/affordable health care, access to good/ affordable childcare, good schools.

Better quality of purchased child care, greater supply of child care for infants and toddlers, and greater awareness among parents of how to support the development of their child's potential and the crucial importance of the first years of a child's life.

- What are the greatest strengths of your community?

Involvement to do what is best for the community. (caring)

Being willing to put in the work.

Progressive thinking among community leaders, caring/educated population, common desire for good quality of life.

A commitment to strong public education and the willingness of most public agencies to collaborate to achieve better outcomes for goals related to education and public health and safety.

- How is quality of life perceived in your community? What makes this a great place to live and raise young children?

Quality of life includes the community-based atmosphere of a rural, small town. People know each other and care. Quality of life in my town is also being in the outdoors (mountains).

Quality of life also includes access to resources.

Quality of life is perceived as being high. For those families/individuals that struggle to have a good quality of life people and organizations are always looking to see how things can be improved.

Quality of life is generally quite high, but too many people struggle in low wage jobs and face high housing costs. The presence of non-profits dedicated to serving people in need is a crucial support for many families. The public schools provide a welcoming place for children and offer good support services. The faith community also provides an important source of connection and support for many families.

- What assets do you have that can be used to improve the lives of your youngest children and their families?

Knowledge of development, developmentally appropriate practices.

Good public health care, good schools, grants from foundations and non-profits

In addition to having many families in need, our community has a relatively high level of wealth overall and a good number of very public minded people willing to invest in making this a better place for more of our neighbors.

- Are there neighborhoods / zip codes or populations in your community that are underserved?

This is not based on researched data but assumptions about the following communities. Some areas of Meat Camp and Blackberry. Additionally there may be other rural pockets of need. Bradford trailer park is another area that probably needs additional resources. This is a rural community with pockets of need concentrated in hard to reach areas.

The Latino population is underserved and under resourced.

- Do you have data that shows where the need is greatest?

We have data that shows which schools have the highest free and reduced lunch rates which shows us economic landscape of particular areas.

Section II: COMMUNITY DEMOGRAPHIC INFORMATION

The majority of the demographic data was obtained from the census and other nation-wide data sources. The remainder may require individual contact in your local community.

For all data that involves a count or percentage, please provide data for dates between January 1, 2017 and December 31, 2017. If you are unable to obtain data for exactly this date range, please note the actual date range.

BIRTHS									
Description	Number	Percent of all births	Amer. Indian or Alaska Native	Asian or Pacific Islander	Black or African Amer.	White	Hispanic or Latino	Not Hispanic or Latino	Hispanic origin not stated
# of children born in 2016	367				5	330	25	7	
Low birth weight: live births less than 2,500 grams	29 (2016)	7.9				26	1	2	
Teen births: children born to women under the age of 18	4 (2016)	1.1				4			
Premature birth: live births before 37 weeks	44 (2016)	12				41	2	1	
Infant Mortality: infant deaths ages 0 - 1	1 (2016)								

- Data from NC DHHS. NC State Center for Health Statistics (2016)

COMMUNITY INDICATORS	<i>Possible source for this data: The state agencies that administer these programs. These differ in every state.</i>
Crime Rate	125.6 per 100,000 (2016)
Unemployment Rate	3.8%
Substance Abuse Rate	13 drug overdose deaths (2016); 18% excessive drinking (2016)
High School Dropout Rate	7.7%
Child Maltreatment Rate	390 reports (July, 2017-June, 2018)
Children in Child Welfare system	50 currently (June, 2018)

- Data from United States Census Bureau - American Community Survey
- Data from Watauga County Department of Social Services

FAMILY CIRCUMSTANCES	<i>Possible source for this data: The state agencies that administer these programs. These differ in every state.</i>	
	Community as a whole	Estimated children aged 3 and younger
Families living in homeless shelter	21	12
Families living in domestic violence shelter	65	7
Refugee families	-----	-----
Immigrant families	2.9% (2012-2016)	31 (2012-2016)
Veteran/Military Families	5.6% (2012-2016)	61 (2012-2016)
Single Parent Families	9.6% (2012-2016)	105 (2012-2016)
Families with linguistic barriers to services or home language other than English	4.4% (2012-2016)	48 (2012-2016)

- Data from The Hospitality House (Homeless Shelter in Watauga County) - 2017
- Data from OASIS (Domestic Violence Shelter in Watauga County) - 2017
- Data from United States Census Bureau - American Community Survey (2012-2016 estimates)

SUPPORT	<i>Possible source for this data: Census, though likely 5 year estimates only. Will need to explore more deeply</i>		
	# of Families Receiving Support	# of Families Potentially Eligible for Support	Gap
SNAP (Food Stamps)	1858 (2016)	?	
TANF	242 (2016)	?	
Medicaid (Med.&CHIP combined = 32%)	32% (2012-2015)	?	
CHIP	32% (2012-2015)	?	
WIC	640 individuals (2016)	1,000 individuals (average for 2016)	360 individuals (avg. for 2016)

- Data from Watauga County Department of Social Services -
- Data from United States Census Bureau - American Community Survey
- Data from Georgetown Center for Children and Families
- Data from Watauga County Health Department - 2016

• **Section III: EXISTING SYSTEMS LEVEL SUPPORT FOR YOUNG CHILDREN**

Every community has a group of leaders and stakeholders who work to ensure that children and families have what they need to thrive. These individuals and groups will be critical to moving a birth to three agenda forward in your community. These questions can help you identify who can be part of the Pritzker Children's Initiative.

- Who are the key elected officials or community leaders who champion early childhood in your community? What responsibility or role do they play?

Individual	Title/ Role	Responsibility
Jennifer Greene	Health Director at AppHealthCare	Executive Leadership of regional health department
Tim Jones	Triple P Evaluator at AppHealthCare	Oversees implementation and evaluation of Triple P Program for region
Dr. Scott Elliott	Superintendent at Watauga County Schools	Executive Leadership of local school district

Lisa Bottemly	Director at Community Care Clinic	Executive Leadership at local free health clinic
---------------	-----------------------------------	--

- What collaborative groups (coalitions, action groups, partnerships) are active in the area of early childhood in your community?

Network / Coalition / Collaboration Name	Area of Focus	Stage (Planning, Implementation, etc.)	Strategy
Watauga Compassionate Community Initiative	Trauma Informed Communiy	Planning	Collective Impact Model
Watauga Children's Collaborative/ Local Interagency Coordinating Council	Addressing needs and gaps in services for children and families; child find activities for Birth - 5 population	Implementation	Collaborative
Children's Council of Watauga County	Early Childhood System Buildng and Programs	Implementation	Non-profit/ contract administrator/service delivery
Innovative Approaches	Children with Special Health Care needs	Implementation	Collaborative

- Please share a short history and timeline for the work and efforts your community has undertaken in early childhood. When did efforts begin? When were additional supports added?

The Children's Council was established in 1977 to fill gaps in services for children and families. 25 years ago, the state of North Carolina implemented the Smart Start network and the Children's Council became the county contract administrator in 1998. Over the past five years, the Children's Council has worked to be a leader in the field of early childhood and focused on building capacity to serve as the local resource hub for children and families. A local group of stakeholders began meeting in December 2017 to explore local financing options for early childhood. This group has continued to meet and is the core group for this work. Additional supports through the North Carolina Early Childhood Foundation have assisted with training and support of this process. The county makes minimal investments in early childhood programs and services at this time.

Section IV: RESOURCES FOR YOUNG CHILDREN IN HEALTHY BEGINNINGS, EARLY LEARNING, AND FAMILY SUPPORTS

Healthy Beginnings, Family Supports, and Early Learning are the pillars of the Pritzker Children's Initiative. When strengthened, these areas are proven to lead to remarkable childhood development progress, kindergarten readiness, and later school success.

Area 1: Healthy Beginnings

A healthy beginning, including physical and mental health, creates strong foundations for later years. This section asks for data to guide your community’s efforts regarding healthy beginnings for all children.

- Please describe any pre/perinatal programs in your community and the extent of their reach in the following chart:

PRE/PERINATAL PROGRAMS REQUIRED	<i>Possible source for this data: State agencies that administers the MIECHV funds; local health departments</i>			
Title of Prenatal Program	Description of Program	# of women served	# of women potentially eligible	GAP
OB Care Management Program (AppHealth)	Prenatal through 6 weeks postpartum	100 (FY 17-18)		0- but only 1 case manager for the county
Maternal Support Services (Medicaid Baby Love Program)	Available to Medicaid eligible pregnant women during & after pregnancy (60 day postpartum). Childbirth Education is a series of classes to help pregnant women and their support person to understand the changes experienced during pregnancy, to prepare for the labor and delivery experience, and to understand the postpartum period. Health and Behavior Intervention provides counseling and emotional support when you are stressed. Medical Home Visits for you and your baby are conducted by qualified staff, and include referrals to other programs like nutrition and dietary evaluation, dental care, counseling and family	Available to Medicaid eligible pregnant women during & after pregnancy (60 day postpartum).		

	planning.			
Nurtured Beginnings (Children’s Council of Watauga County)	Modeled after the evidence-informed Family Connects model, this program provides universal home visiting to new families during 3 months postpartum.	56 (2017-2018)	300+	Yes, due to limited capacity/funding

- Data from AppHealth of Watauga County - 2017
- Does your community have access to information on health and developmental screenings, such as the ability to track resources and referrals given?
Yes, for Birth -- 3 through the Children’s Developmental Services Agency
- If yes, please share the percentage of children screened at least once before the age of three, and any outcomes you are able to access.
N/A at this time, however should be able to access through partner agency.
- Please provide additional information on health and developmental screenings in the following chart:

HEALTH AND DEVELOPMENTAL SCREENING REQUIRED	<i>Possible source for this data: Local Health Department</i>		
	Information collected (Yes or No)	Number of children screened before age 3	# or % of children found to have a need in this area
Childhood obesity	No - not until age 3	?	
Vision	Yes	125	
Hearing	No- not until age 4	?	
Dental	Yes	466	
Lead paint	Yes	978	
Developmental screening	Yes - by referral (CDSA)	64	43

- Data from Blue Ridge Pediatrics in Watauga County - 2017
- Data from Apphealth of Watauga - 2017
- Data from Children’s Development Services Agency of the Blue Ridge - 2017

By law, early intervention service screenings are available in all communities.

- What is the current eligibility for IDEA Part C in your state?
- What services or support are available, if any, to those children that warranted further evaluation by Part C, but were not found eligible?

A child and family may receive supports and services if the child is:

- up to **three years old** and
- has certain levels of **developmental delay** or an **established condition**.

- Are these children tracked in any way?

Unknown

- Please provide more detail on your Part C programs in the following chart:

EARLY INTERVENTION (IDEA Part C) REQUIRED	<i>Possible source for this data: State agency that administers IDEA PART C funds.</i>
# of children referred to Early Intervention/Part C services for further evaluation	64
# of children identified as eligible for needing services	43
# of children who are receiving these services	43
# of children who are on a waiting list for these services	0

- Data from Children’s Development Services Agency of the Blue Ridge - 2017

- Please provide information on access to medical care in the following chart:

ACCESS TO MEDICAL CARE	<i>Possible source for this data: Local health departments</i>

Resource	# of providers	Please describe any gap
Birth hospitals	1	Watauga is burdened- serving 4 counties
Federally Qualified Health Clinics	1	
Other Community Health Centers	1	
Private Health Care Providers	23 (represents pediatricians, family practice and/or OB/GYNs)	Long wait lists; no providers located in rural parts of county
Free Clinics	Community Care Clinic	
Other		

- Data from AppHealth of Watauga County -2017
- What other local resources are available in your community to support healthy beginnings?
New grant funding (2018) through Health department to provide doula free of charge for women.
Unknown source or length of grant at this time.

Area 2: Early Learning

Early learning is critical to childhood development. Various studies have shown that supports to parents caring for young children in the home, as well as programs such as Early Head Start and quality child care are critical to brain development. These questions can help assess what early learning programs exist in your community, and the need for parents who work outside the home.

- What percentage of children under the age of 3 in your community have all available parents working? Unknown
- What is the extent of the federally-funded Early Head Start (EHS) program in your community? We do not have EHS in our community.
 - Who is the Grantee?
 - Did you know that all EHS Grantees conduct regular community needs assessments? EHS grantees may be able to provide you with significant help both when completing this profile and as you carry out your P-3 initiative.

- **REQUIRED: How many EHS programs operate in your community?**
- Do they offer home-based or center-based services (or a mix?)
- Please list the number of families/children eligible for the Early Head Start program, how many are currently enrolled and how many are on a waiting list in the following chart.

EARLY HEAD START REQUIRED	<i>Possible sources for this data: The Early Head Start grantee(s) in your community are responsible for conducting a community needs assessment on a regular basis. If your state has a Head Start Association it should have these data. If not, the National Head Start Association will have these data.</i>			
	# of children Enrolled in Early Head Start	# of Children Potentially Eligible for Early Head Start	# of Children on Waiting List for Early Head Start	Gap
# of Early Head Start slots age 0	N/A	N/A	N/A	N/A
# of Early Head Start slots age 1	N/A	N/A	N/A	N/A
# of Early Head Start slots age 2	N/A	N/A	N/A	N/A
# of Early Head Start slots age 3	N/A	N/A	N/A	N/A

- What are the eligibility guidelines for child care subsidies in your state/local area?
Families who meet income eligibility (200% of federal poverty) and meet the following one of the following criteria (parent fees may apply):

- You are working or are attempting to find work
- You are in school or in a job training program

Families may also be eligible if one of the following criteria is met:

- Your child is receiving **child protective services**
- Your child needs care to support **child welfare services** or if your family is experiencing a crisis
- Your child has developmental needs

Please provide information on access to child care subsidies in the following chart:

CHILD CARE SUBSIDY REQUIRED	<i>Possible source for this data: State agency administering the Child Care Development Funds</i>		
	Number of children receiving a Child Care Subsidy	Number of children on child care subsidy waiting list	Gap
For children age 0-3	121	0	0
	# of subsidies in Licensed Child Care centers	# of subsidies in Home based child care (licensed)	# of subsidies in an unregulated or Family, Friend, and Neighbor Care
Where do children receive this subsidized care?	116	5	0

*Data from Watauga County Department of Social Services for February, 2017 (because the monthly reports are duplicated numbers)

- Do the early learning and development programs in your community participate in a quality rating and improvement system?
Yes
- What is the overall level of participation?
All centers that provide full time care participate; half day and faith based programs are excluded.
- Please provide information on the quality rating system in the following chart:

Name of Quality Rating and Improvement System REQUIRED	NC Star Rated License	Number and percentage of programs participating in the QRIS	18 facilities participating and serving 0-3 yrs
---	-----------------------	--	--

- Data from the NC Division of Child Development - 2018
- Please use the table below to identify what percent of child care facilities are deemed “high quality” according to your state (or community) Quality Rating and Improvement System:

QUALITY CHILD CARE REQUIRED	<i>Possible source for this data: The state agency that administers Child Care Development Fund (CCDF) should be able to provide data on childcare, including school based care, and if it is licensed or license exempt. The state agency which licenses child care centers should have these data. States differ as to whether they collect data on non-licensed programs (as opposed to exempt). Another possible source are cities, which may require business licenses for child care providers.</i>			
Definition of “High Quality” in your community/state	<i>Our state uses the star rated system to measure quality. Five star is the highest rating. The state defines 4 or 5 stars to be “High Quality”.</i> <i>Watauga County is implementing local standards for quality that address star rating in addition to CLASS Scores (teacher child interaction), teacher education and teacher compensation.</i>			
Type of Child Care facility REQUIRED	Estimated capacity or enrollment for children 0-3	# of slots determined to be ‘High Quality’	Estimated % of children 0-3 in a “high quality” setting	Estimated % of children under 3 in this setting in less than “high quality” care
Licensed Child Care centers	322	287	89%	11%
Home based child care (licensed)	40	15	38%	62%
Home based child care (non-licensed)	Unknown	Unknown	Unknown	Unknown

- Data from The Children’s Council of Watauga County- 2018
- Data from the NC Division of Child Development - 2018

Early learning can have a great impact on long-term educational outcomes. These data can help your community make the case for investing on your youngest children.

- Please share the historical trend data for each outcome indicator, if available, in the following chart.

EDUCATION OUTCOMES	<i>Possible source for this data: local state educational agencies; local school districts.</i>			
	2014–2015	2015–2016	2016–2017	Are Racial or Ethnic gaps closing? (Y/N)
Kindergarten Readiness (% determined “ready” or other locally defined measure)	Not tracked	Not tracked	Not tracked	Not tracked
Registered for Kindergarten on time	Unknown	Unknown	Unknown	Unknown
All immunizations received by Kindergarten	98% estimate	98% estimate	98% estimate	Unknown

Third Grade Reading (% meeting standards)	Unknown	64.5%	67.9%	Unknown
Middle Grade Math (% meeting standards)	Unknown	Unknown	Unknown	Unknown

- Data from NC School Report Cards
- Data from Read to Achieve reports for Watauga County

- What other resources are available in your community to support the early learning and development of babies and toddlers?

Local nonprofit called the Children’s Playhouse -- membership based children’s museum focused on young children. Local doula agency implements Play and Learn group. Children’s Council offers Triple P Parenting program (all ages) and Adolescent Parenting Program (home visiting for pregnant and parenting teens).

Area 3: Family Supports

Parents have the greatest impact on their child’s development. Providing families with supports and resources is a goal of the PCI. These questions can help your community assess how families are engaged with programs that can help in the earliest years.

- Please describe home-visiting programs in your community and the extent of their reach. CC4C-- Care Coordination for Children (CC4C) is an at-risk population management program that serves children from birth to 5 years of age who meet certain risk criteria. Services provided by CC4C care managers are tailored to patient needs and risk stratification guidelines. A comprehensive health assessment, including the Life Skills Progression, assists the care manager in identifying a child’s needs, plan of care and frequency of contacts required. Contacts occur in medical homes, hospitals, in the community and in children’s homes.

- 150 children per year. Only one case manager for county and caseload of 60 - 70 children each month.

Nurtured Beginnings Home Visiting program -- **Nurtured Beginnings** is a program that provides one to three in-home visits, free of charge, to parents of newborns up to 12 weeks old in Watauga County. We believe that by bringing families and community supports together we can give babies the best environment for growth.

We nurture this growth by offering you support in your home through providing information, resources, a listening ear, and a helping hand during the first three months after birth.

- Served 56 families in 2017-2018

- Are your home visiting programs supported with state or federal funds, or both?
CC4C is funded by Medicaid; Nurtured Beginnings is funded by community donations/funders.

- Please provide more detailed information on your community's home visiting programs in the following chart:

HOME VISITING REQUIRED		<i>Possible source for this data: State agency administering MIECHV funds (typically state or local health department; local health departments).</i>		
Title of Home-visiting Program	Description of Program including targeted population	Evidence Based (Y/N)	Frequency of visits	# families served
Nurtured Beginnings (Children’s Council)	Post-partum home visiting-- Universal	Yes	3 visits within first 12 weeks post partum	56 (FY 17-18)
CDSA	Home visiting birth through age 3 with identified devl. Disabilities or established conditions	Yes	1 time/month, but Varies depending on the need	43
Health Care Coordination for Children (CC4C)	Families with children up to age 5. Toxic stress target. Collaboration with DSS.	Yes	1 time/month, but varies depending on the need.	150 (FY 17-18)

- Please specify how many mothers in your community reported maternal depression in 2016:

Was not tracked. Have just started implementing Edinburgh screening at postpartum visits and in Nurtured Beginnings visits.

- What other supportive resources are available to families in your community? Are there family resource centers or programs (such as Help Me Grow, family support centers, lending libraries, etc.)?

The Children’s Council serves as the Family Resource Center for our community. We have a lending library, parenting classes, support groups, early childhood programming, diaper bank, and home visiting programs.

- Is there universal maternal depression screening in your community? If not, how common is it?

This is supposed to be happening now. However, it is not shared with community and there is little follow up.

- How many support programs (not counting home-visiting) are there for new parents in your community?

The Children's Council provides parenting resources, classes, and referrals to other agencies.

North Carolina 2019 Policy Priorities for Infants, Toddlers, and Families

Think Babies™ NC Leadership Team



Increase Family Support Opportunities by Expanding Home Visiting Programs

Introduction

A stable, secure relationship with a nurturing, caring adult is a key factor in young children's development. Parents play the lead role in their children's healthy development, but all parents are stretched in the earliest months and years of their children's lives. Home visiting programs, which match parents with trained professionals to provide in-home support during pregnancy and throughout their child's first years, are an effective method to support families, particularly when they are part of a comprehensive and coordinated system of services.

Each year, North Carolina records more than 120,000 births, and there are 358,000 children ages zero to three who could benefit from home visiting programs. Funding for home visiting has been made available from various federal, state, and philanthropic sources, but is extremely limited. Consequently, home visiting programs reached fewer than 6,000 families in 2016, and many communities have no services at all.¹

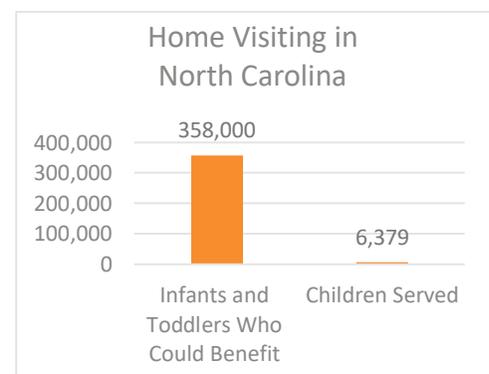
Despite the proven benefits of these programs, North Carolina has no statewide home visiting plan, nor are the existing programs connected to the larger network of early childhood and family support programs. National experts recommend that a comprehensive system include increased coordination across programs, universal intake, data tracking and sharing, and targeting of highest need families.²

There is clear and urgent need to develop a comprehensive home visiting system in North Carolina and increase access to home visiting programs to support parents who would like to have access to these beneficial family support programs.

Why Is This Important to Do Now?

There is an acute shortage of home visiting programs for infants, toddlers and families.

A study by the UNC Jordan Institute for Families (North Carolina Early Home Visiting Landscape Analysis: Strengthening Systems to Support Families, 2018) found 13 home visiting programs operating in the state. However, since not all programs participated in the study, there are likely even more active programs. These home visiting programs reached only 5,825 families with 6,379 children in North Carolina in 2016 and 72% of programs reported a waitlist for services.³ This study also found that 51 counties have less than 1% of families with infants and toddlers served by home visiting (See Figure 1). Unmet need



was especially high in rural areas of the state and services were inconsistent in urban areas, with some neighborhoods having much higher access to home visiting than other neighborhoods.⁴ Twelve counties had no home visiting programs in 2017, and others only have one or two programs serving a very limited population. Only five counties had more than 10 percent of families served by home visiting programs (See Figures 1 and 2).

Home visiting strengthens the relationship between parents and children and increases parenting skills and confidence.

Evidence-based home visiting programs benefit all parents and children and show improved long-term outcomes including increased positive parenting, more responsive parent interactions, increased parental knowledge of child development, stronger parent-child bonds, and fewer negative and stress reactions.⁵

Home visiting improves parent and child health outcomes.

Home visiting has been shown to improve prenatal health and birth outcomes, increase breastfeeding, and lower maternal depression and stress. These health outcomes are particularly important in North Carolina where 22,076 women have inadequate prenatal care.⁶ Home visiting also impacts child health outcomes by increasing immunization rates, decreasing child emergency room visits, and decreasing rates of abuse and neglect.⁷

Quality home visiting programs can increase children's school readiness.

Home visiting provides a complementary approach to formal child care and preschool programs, which are also in scarce supply in North Carolina. Studies of home visiting programs have shown positive impacts on indicators related to cognitive development and behavior,⁸ including higher IQs and language scores,⁹ higher grade point averages and achievement scores at age nine,¹⁰ and higher graduation rates from high school.¹¹

Home visiting is a worthwhile investment for North Carolina.

Investing in the first years of life has a lasting impact. Between \$1.80 and \$5.70 is saved for each dollar invested in evidence-based home visiting.¹² The positive benefits of home visiting are a proven investment, providing considerable cost savings for states on costly social problems later in life, such as child abuse, poor academic performance, unemployment, poverty, and crime.¹³

A Snapshot of Home Visiting Programs in North Carolina

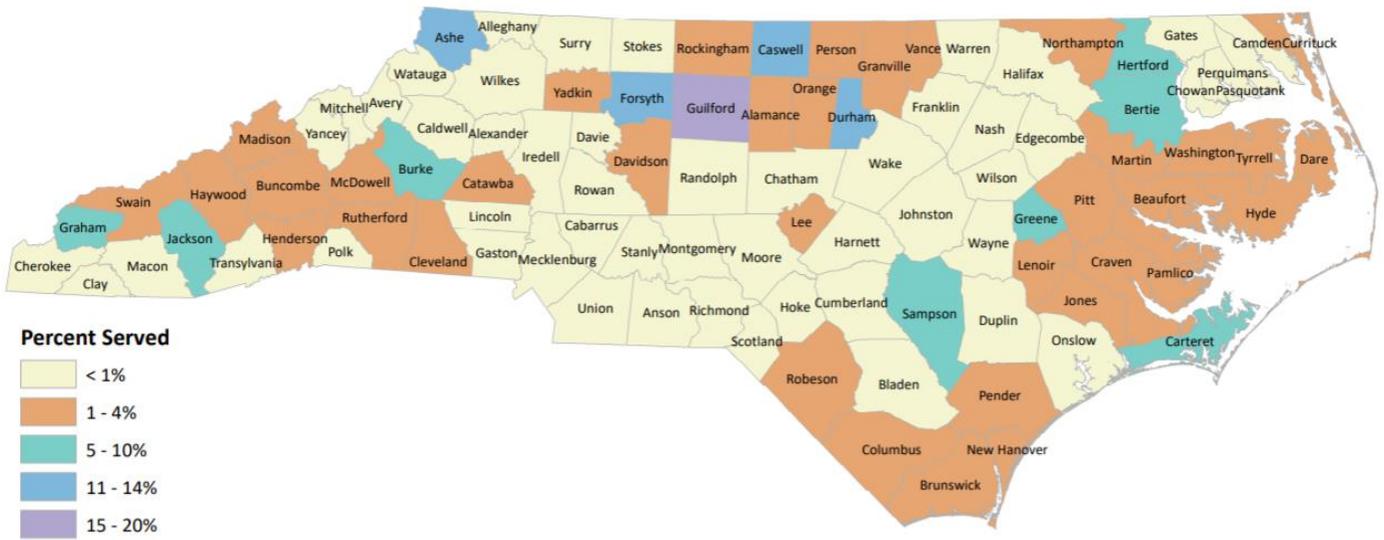
There are several different types of home visiting programs in North Carolina, including Parents as Teachers, Nurse-Family Partnership, Child First, Family Connects, and Early Head Start-Home Based services.¹⁴ These voluntary programs tailor services to meet the needs of individual families and offer information, guidance, and support directly in the home environments.

Each model varies in length, eligibility, and goals.

Home visiting programs are funded by a variety of sources, including federal funding from the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV), state general fund allocations through Smart Start and the Division of Public Health, Medicaid and insurance billable services, local government funding, and philanthropy from state and local foundations.¹⁵

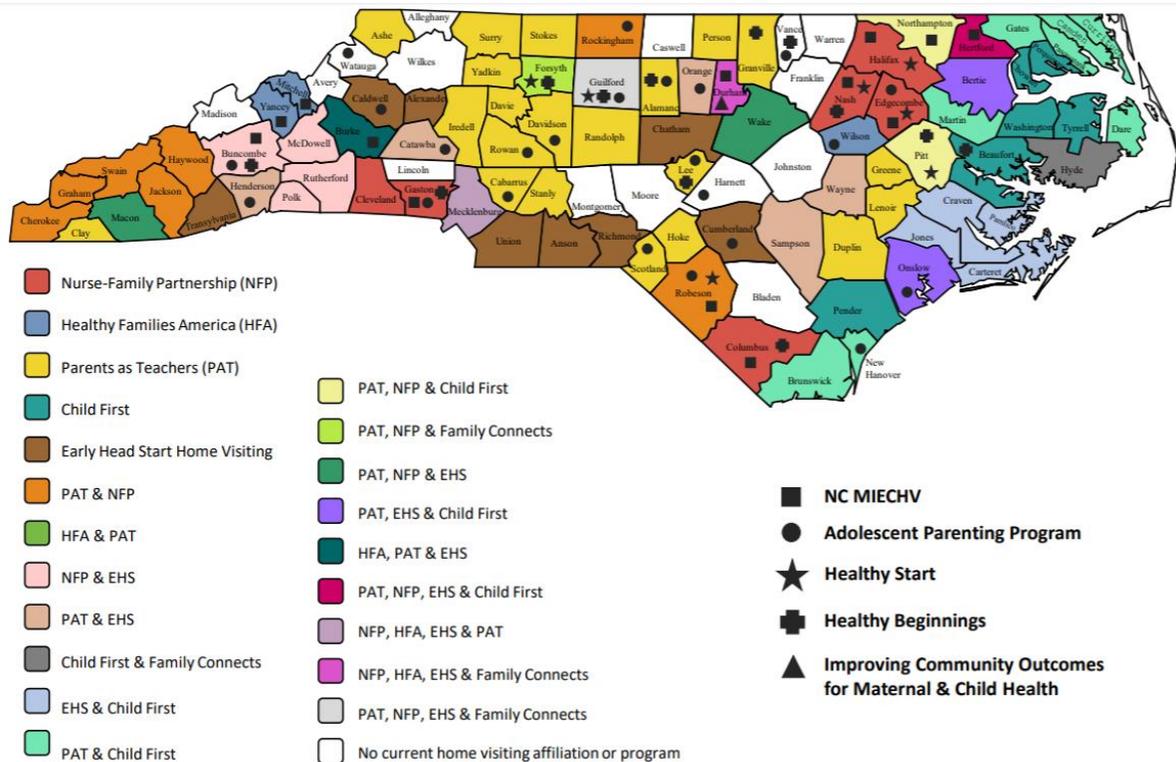


Figure 1: Percent Served by Home Visiting Among Families with Children 0-3



Map created by UNC Jordan Institute for Families, 2018

Figure 2: Maternal and Child Health Home Visiting Projects



Map created by the North Carolina Division of Public Health, 2017

- ¹ Bryant, K., Chung, G., Lanier, P., & Verbiest, S. (2018). *North Carolina Early Home Visiting Landscape Analysis: Strengthening Systems to Support Families*. UNC School of Social Work: Jordan Institute for Families.
- ² Schreiber, L. (2010). Key Components of a Successful Early Childhood Home Visitation System: A Self-Assessment Tool for States. ZERO TO THREE.
- ³ Bryant et al, 2018.
- ⁴ Ibid.
- ⁵ ZERO TO THREE. (2014). The Research Case for Home Visiting.
- ⁶ NC Center for Health Statistics. (2016). Risk Factors and Characteristics for 2016 North Carolina Resident Live Births: Overall, All Mothers.
- ⁷ Harrison, C.L. & May, A. (2018). Home Visiting: Improving Children’s and Families’ Well-Being. National Conference of State Legislatures.
- ⁸ Healthy Families America. (2008). Research Spotlight on Success: Healthy Families America Promotes Child Health and Development.
- ⁹ Sources include: Olds, D.L., Kitzman, H., Cole, R., et al. (2004). Effects of Nurse Home Visiting on Maternal Life-Course and Child Development: Age Six Follow-Up of a Randomized Trial. *Pediatrics* 114 (6); Lowell, D.I., Carter, A.S., Godoy, L., et al. (2011). A Randomized Control Trial of Child FIRST: A Comprehensive Home-Based Intervention Translating Research into Early Childhood Practice. *Child Development* 82 (1); Love, J., Kisker, E., Ross, C., et al. (2001). Building Their Futures: How Early Head Start Programs Are Enhancing the Lives of Infants and Toddlers in Low-Income Families. Summary Report. Report to Commissioner’s Office of Research and Evaluation, Head Start Bureau, Administration on Children, Youth, and Families, and Department of Health and Human Services. Princeton, NJ: Mathematica Policy Research
- ¹⁰ Olds et al, 2004.
- ¹¹ Levenstein, P., Levenstein, S., Shiminski, J., et al. (1998). Long-Term Impact of a Verbal Interaction Program for At-Risk Toddlers: An Explanatory Study of High School Outcomes in a Replication of the Mother-Child Home Program. *Journal of Applied Developmental Psychology* 19 (2).
- ¹² ZERO TO THREE, 2014.
- ¹³ Ibid.
- ¹⁴ Bryant et al, 2018.
- ¹⁵ Ibid

About Think Babies™ NC:

Think Babies™ NC seeks to advance policies that support the healthy development of North Carolina’s babies and toddlers. It is aligned with the NC Pathways to Grade-Level Reading initiative and the NC Early Childhood Action Plan. Think Babies™ NC is led by the NC Early Education Coalition with support from the NC Early Childhood Foundation and a Leadership Team of state and local organizations focused on advancing public awareness and policy solutions for infants, toddlers, and their families.

PATHWAYS TO Accreditation PROGRAM

Accreditation by the Children's Council is a prestigious accomplishment that provides high-quality trainings, mentoring and professional development along with financial rewards to Watauga County early childhood programs that meet the standards and criteria set forth by the Children's Council.



Pathways to Accreditation Program

BENEFITS

- Free Trainings
- Free Mentoring & Coaching
- Free Textbook Rentals
- Free Resources
- Substitute Reimbursement
- Eligible for Grants for Classroom Supplies & Materials
- Professional Learning Communities

TRAINING TOPICS INCLUDE:

- * Relationships with Children
- * Leadership & Management
- * Family Engagement
- * Curriculum
- * Developmentally Appropriate Teaching Practices
- * Indoor & Outdoor Environments
- * Child Assessment
- * Healthy Living
- * Community Relationships

Why is this needed?

Research shows a direct correlation between high-quality early learning & children’s positive long term outcomes in life, including increased education, attainment, healthier lifestyles, and more successful careers.

~NAEYC

What are the Requirements?

- Attend all required trainings, meetings and mentoring sessions
- Teachers will participate in CLASS observations & monitoring
- Directors will participate in Program Administration Scale & Family Engagement Principles Rating Scale trainings and monitoring.
- Facility will participate in Family Engagement services offered.
- Facility will provide time for teachers to meet with the Quality Support specialists.
- Facilities will turn in all documentation needed to be reimbursed for subsidy enhancements and substitute reimbursements.

Programs that are enrolled in Pathways AND meet education & compensation requirements of lead teachers are eligible for **enhancement bonuses** each month.

Steps to Accreditation

- 1 Attend Informational Session & Submit Completed Application
- 2 Program Evaluation conducted by Quality Support Specialist (CLASS, PASS, etc.)
- 3 Maintain Engagement in Quality Support Trainings & Mentoring
- 4 Establish and Maintain Education Requirements for Lead Teachers
- 5 Establish and Maintain Compensation Requirements for Lead Teachers
- 6 Program Scores & Maintains “Good” or higher on the Program Administration Scale (PAS)
- 7 Lead Teacher Score & Maintain Level 5 or above on all areas of the Classroom Assessment Scoring System (CLASS)
- 8 Programs maintain a 4 or 5 Star License Rating
- 9 Program scores & maintain determined levels on any other quality measurement tool adopted by the Accreditation Program
- 10 Program reaches full Accreditation Status!

INFANCY
THROUGH
FIVE YEARS

the single most
VULNERABLE • TEACHABLE • DEFINABLE
point in a person’s life



Why is Children's Council Accreditation Right for Your Program?

The CC Accreditation Program, modeled after the highly esteemed NAEYC Accreditation Program, offers a consistent and shared understanding of a high-quality early learning environment. These environments not only serve to provide children with the immediate benefits of educated teachers and nurturing experiences, but have a direct impact on long-term positive outcomes as well. Research now shows us that these early, quality experiences directly lead to individuals seeking higher education, healthy lifestyles and successful careers. At the Children's Council we work with licensed child care centers and family homes in Watauga County to offer this program for the benefit of our children, early childhood professionals, families and our greater community.



TEACHING

CC Accreditation offers teachers and directors high-quality mentoring and coaching, professional development, peer support, special topic workshops, materials, and assistance with educational goals all based on the latest research on best practices in the field. Teachers are paid a living wage for the important work they do. Teachers and directors report an increase in staff morale and confidence, along with greater staff retention.



CHILDREN

All children deserve the highest quality early learning environment in the most formative years of their lives. According to the Starting Smart publication by the Zero to Three Foundation, "Research shows that, like protein, fat, and vitamins, interactions with other people and objects are vital nutrients for the growing and developing brain, and different experiences can cause the brain to develop in different ways". We know that high-quality early learning experiences have a direct correlation to both the short-term well-being of a child as well as the child's future health, academic and career success.



FAMILIES

CC Accreditation helps families recognize high-quality early learning programs in Watauga County and gives them confidence that rigorous standards have been met. They feel confident in knowing their child is in a child care center or family home that is willing to go the extra mile to create the best possible environment for young children to thrive. Family engagement is an integral part of the program and parents know they are partners in the care of their children.



FINANCIAL

While the CC Accreditation Program is modeled after the NAEYC Accreditation Program, one main difference is that our local accreditation program is free! In addition, both during the path to accreditation and once full status is achieved, The Children's Council is able to offer financial enhancements to those child care centers and family child care homes who are able to meet and maintain standards set by the Children's Council. The enhancements provide financial support to meet the higher quality standards without passing the cost to families.

828.262.5424

www.thechildrenscouncil.org



225 Birch Street, Suite 3 • Boone, NC 28607 • p: 828.262.5424 • f: 828.264.8008

**Children’s Council of Watauga County
Update on Local Financing Initiative
for Early Childhood System Building**

High Quality Early Learning Settings Depend on a High-Quality Workforce

In 2016, the Institute of Medicine and National Research Council released a report that outlined 13 recommendations to ensure optimal development of children birth through age 8. *Transforming the Workforce for Children Birth Through Age 8: A Unifying Foundation* highlights the need to redefine the qualifications and standards of care for young children. Of these recommendations, improving professional learning and practice of the early childhood workforce is central. **Significant investment, commitment, and concerted effort** are needed to strengthen our local system to raise the quality of early childhood experiences for the youngest citizens of our community.

Because childcare is not publically funded like our public school system, teacher education and compensation is much lower than the K-12 system. However, research shows high quality early childhood experiences improve long-term educational outcomes for children. This proposal is to engage local government and businesses to create a locally subsidized system that rewards early childhood centers in Watauga County that meet locally determined education and compensation requirements.

In 2016, the Children’s Council of Watauga County board and staff began discussions about how to create a well-coordinated early childhood system in our county. We shifted our efforts from looking at only the state standards to developing additional measurements of high quality care, including *teacher/child interactions, education of staff, and the implementation of developmentally appropriate practices*. In Fall 2017, the Children’s Council developed a plan for a local accreditation program that will subsidize private early childhood programs that meet the education, compensation, and program standard requirements.

This bold vision to advance the education and compensation of early education teachers will directly impact the quality of experiences and environments of young children during the most critical time of brain development that will have a lasting impact for many years to come. In order to fully implement this initiative, **we must develop a local funding stream dedicated to early childhood in Watauga County**.

Goals of the Children’s Council Accreditation Program

- All early childhood programs have education requirements in place and all lead teachers in early childhood programs have a minimum of an Associate Degree in Early Childhood Education by 2019.
- All early childhood programs have a compensation plan in place and meet the minimum compensation of \$12/hour for lead teachers by 2019.
- All early childhood programs receive quality support services and participate in ongoing professional development through the Children’s Council.
- Develop local financing plan to subsidize early childhood system in Watauga County through public/private partnership with county government and private businesses.

Accreditation Program Funding Proposal for 2018-2019

The Children’s Council is the contract administrator for **early childhood education** funding from the State of North Carolina through state level contracts with the North Carolina Partnership for Children (NCPC or Smart Start) and the North Carolina Division of Child Development and Early Education (NCDCDEE) for the NC Pre-K program. Every year, NCPC is legislatively required to calculate a “need” for the children ages birth to 5 in each county. The formula calculates a total need based on population, poverty, cost of providing child care, etc for children in the county, then subtracts out State and Federal funding available in the county for children ages birth to 5. The FY 2017-2018 need was \$1,827,735 based on the Smart Start Needs Formula and Allocation Methodology. **Watauga was funded at 18% of its need.** While state funds for education shrink, early childhood education in Watauga County continues to be grossly underfunded by the state *and* the county. In the continuum of education, our youngest children deserve a coordinated, high quality system that works in partnership with the county schools and community college. **This request is for early childhood education to become a priority in the county budget and for the Children’s Council to be the administrator of those funds.**

This proposal is for \$87,000.00 of county funds to be allocated to Early Childhood Education initiatives in Watauga County for 2018-2019. These funds will specifically support the Quality Support/Accreditation program. Priority areas are outlined below. In addition, we request the county commissioners participate on a task force to analyze local financing options to serve the birth to five population of Watauga County and their caregivers.

Priority 1:

\$100,000.00 for center rewards (quality enhancements) for full implementation

**Smart Start funding allocated for \$60,000 of center rewards through dual subsidy activity for eligible centers.

Need additional funding for centers that do not have subsidy eligible children to meet criteria for enhancements.

NEED: \$40,000.00

Priority 2:

2 FTE positions for implementation. Position(s) responsible for providing mentoring/ training, technical assistance, monitoring, and reporting for Quality Support/Accreditation program.

(\$98,000.00 salary and benefits)

**Smart Start funding allocated for 1 FTE position through CCR&R activity.

**Final allocation of funds will be determined by Children’s Council Board of Directors in May 2018.

NEED: \$47,000.00

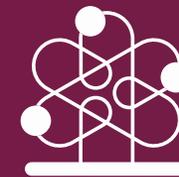
UPDATE:

Watauga County allocated \$25,000.00 towards this initiative for 2018-2019. Funds were prioritized for staff time for implementation, substitute reimbursements for teachers to participate in trainings, and limited enhancement payments for family child care homes.

- **Five child care centers, three family child care homes, and seven NC-PreK programs are participating in Pathways to Accreditation program.**
- **37 teachers and over 360 children have benefited from the program.**
- **Children’s Council has secured additional resources for initiative from the state.**

Investing in Prenatal to Age Three

Building a strong foundation for success in school and life



National
Collaborative
for Infants
& Toddlers™

Powered by the Pritzker Children's Initiative

Recap of 2018

- Watauga County allocated **\$25,000.00** for the early childhood system building initiative to strengthen the education and compensation requirements for local early childhood education workforce.
- Secured **\$25,000.00** planning grant from the National Association of Counties (NACo) to conduct needs assessment/community profile and preliminary planning for Prenatal – 3 system building. One of **29 communities in the country** selected.
- Facilitated multiple cross-sector stakeholder groups to review data, identify gaps in services in programs, and **determine priorities for action plan.**
- On-boarded 5 centers and 3 family childcare homes to Pathways to Accreditation program. 7 NC Pre-K classrooms are part of cohort. 37 early childhood teachers are actively enrolled in program to enhance professional development and positive interactions between children and caregivers affecting over **300 children.**
- Selected as one of **12 communities in the country** to receive funding for Pritzker Fellows position dedicated to system building efforts for 2 years.
- Leveraged local and national resources to secure multi-year grant from the state to assist with enhancing quality in child care centers. **Secured \$150,000.00/year for three years** to hire 2 technical assistance specialists to work with infant/toddler teachers in the county.
- County Commissioners adopted Resolution to Promote Investments in young children and families prenatal to three. Watauga County was the **second county in the country** to make this commitment.

Early Childhood Landscape for Watauga County

- There are approximately **1,100** children under the age of three in Watauga County;
- **554** of them live below 200% of the federal poverty level;
- Approximately **350** babies are born each year in Watauga County;
- Our community newborn home visiting program **only reaches 15%** of them due to capacity/funding gaps;
- There are approximately **300** high quality slots for childcare in Watauga County;
- Infant/toddler teachers are **under-educated and under-compensated** for the work they do;
- Over **30 stakeholders** from various sectors have come together united in a vision to create a comprehensive, innovative early childhood system that reaches all families beginning at birth AND to implement a local financing stream for early childhood programs and services.

Why start early?

- Birth to age three is critical for brain development.
- Parents play the lead role in their child's healthy development, but all parents are stretched in the earliest months and years of their child's life.
- Government can effectively provide parents and their communities with support at this especially critical and stressful time.
- When we support them in their earliest years, infants grow into healthy kids who are confident, empathetic and ready for school and life—and our communities, workforce and economy become stronger and more productive.



Prenatal to age three is critical for brain development

A child's brain develops faster from birth to age three than at any later period in life, building the foundation for all future learning, behavior, and health.



- A child's experiences in the first three years are the bricks and mortar of brain development, with **more than 1 million new neural connections forming** in an infant's brain every second.
- Responsive relationships and positive experiences early in life build a sturdy brain architecture that becomes the foundation for core social-emotional skills, early executive functioning and self-regulatory skills, and literacy skills.



- The **socio-emotional, physical and cognitive capacities** that are built in the first three years are all important for later success in school, the workplace and the larger community.
- **Supportive relationships and positive learning experiences** begin at home but can also be provided through a range of effective programs and policies.

Source: Center on the Developing Child at Harvard University: <http://developingchild.harvard.edu/science/key-concepts/brain-architecture>

Parents want and need support

- All families with young children—especially first-time parents and those with both parents in the labor force—are stretched for time and resources.
- High-quality child care is often unavailable or unaffordable for parents, and many are not connected to early care supports that can offer guidance to navigate the earliest months and years.



Nearly 60 percent of mothers with a child younger than age 3 are employed. With 4 million babies born every year in the United States, there is a high demand for infant and toddler child care. In a recent survey, 83 percent of parents with children younger than age 6 stated that finding quality affordable child care is a problem in their area. This percentage is likely greater for the parents of infants and toddlers.

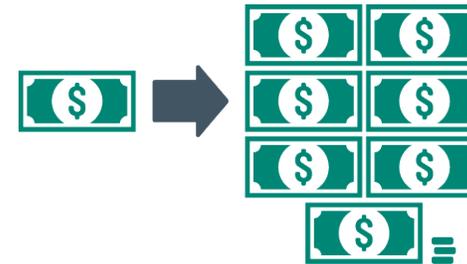
—**Understanding Infant and Toddler Child Care Deserts, 2018**
Center for American Progress

Early Investments Matter

Early investment works...

- When we invest in the first three years of a child's life, the returns for communities are the highest, and we can reduce the need for more expensive interventions later.
- Research from Professor James Heckman at the University of Chicago found that investments in high quality programs that support young children starting at birth deliver a 13 percent annual return—significantly higher than the 7 to 10 percent return delivered by preschool alone.

Supporting America's babies today
will ensure a prosperous tomorrow



Investments in high-quality
early childhood education
starting at birth provides
taxpayers with

a return of \$7.30
for every dollar invested.



This return has compounding
benefits, driving a

13% year

return on investment
through better education,
health, social and economic
outcomes later in life.

Sources: James Heckman. The Heckman Equation: https://heckmanequation.org/assets/2017/12/abc_comprehensivecba_JPE-SUBMISSION_2017-05-26a_sjs_sjs.pdf
James Heckman. The Heckman Equation: https://heckmanequation.org/assets/2017/01/F_Heckman_CBAOnePager_120516.pdf

...and supports a strong economy and workforce

Programs and policies that support healthy brain development from birth to age three result in better social, economic, and health outcomes and build a more productive workforce that strengthens our economy—now and in the future.

Birth-3 investments are needed to prepare our children for an ever-changing workforce.



48%
of low-income children arrive in kindergarten unprepared to succeed.

The growing American skills gap will lead to

6 million unfilled jobs by 2020.



Birth-3 investments in high-quality child care bolster the economy TODAY.

Companies providing child care **decrease** employee absences by **30%** and



83%
of millennials



say they would leave their jobs for ones with more **family-friendly benefits.**

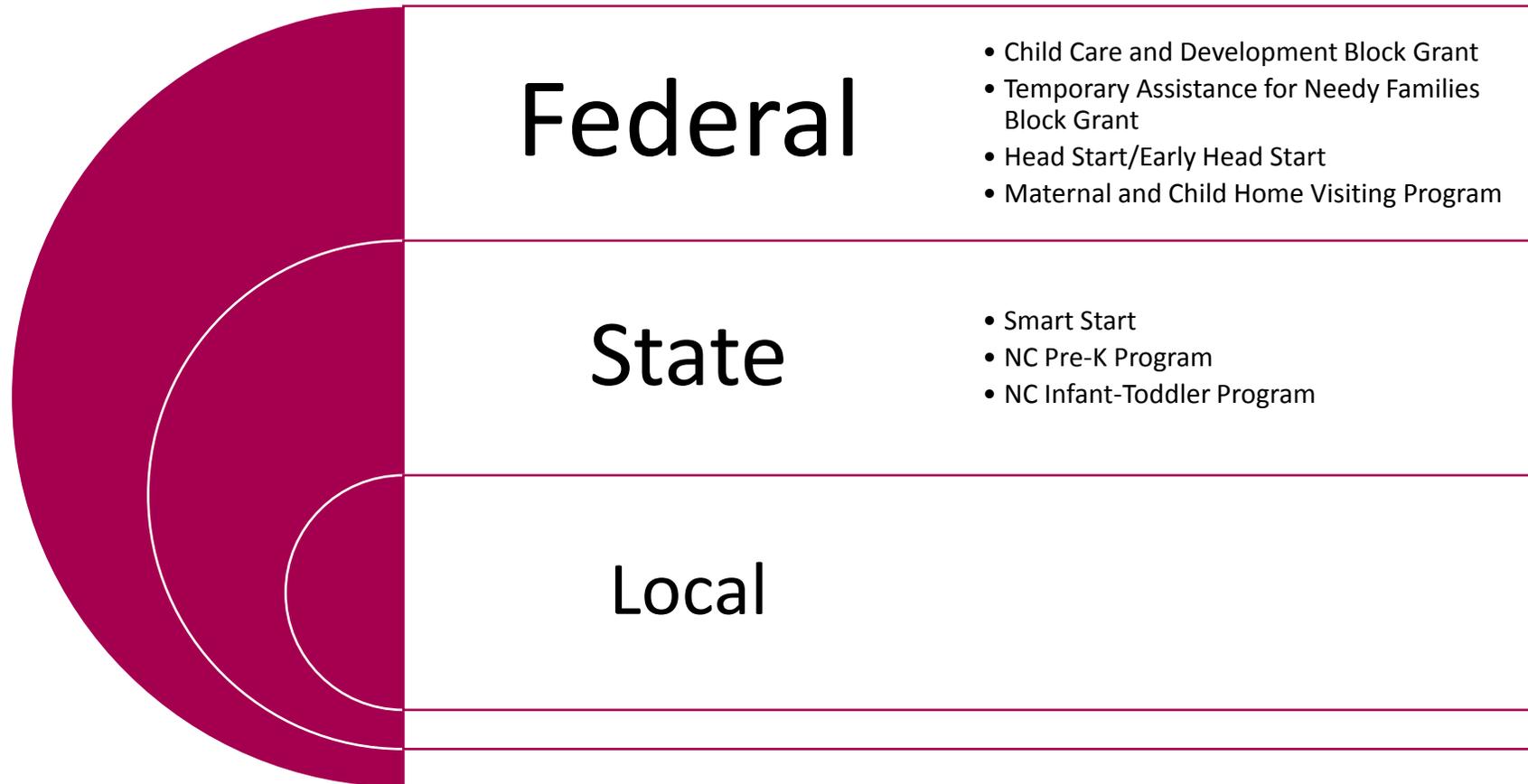
Sources: Julia Isaacs. Brookings Institution: https://www.brookings.edu/wp-content/uploads/2016/06/0319_school_disadvantage_isaacs.pdf
McKinsey Global Institute: <https://www.mckinsey.com/global-themes/employment-and-growth/an-economy-that-works-for-us-job-creation>
Economic Opportunity Institute: <http://www.eoionline.org/wp/wp-content/uploads/earlylearning/ELCLinkBusinessEconomy-Jul02.pdf>
Patrick Ball. Care.com: <http://workplace.care.com/betterbenefits>

Government plays an important role

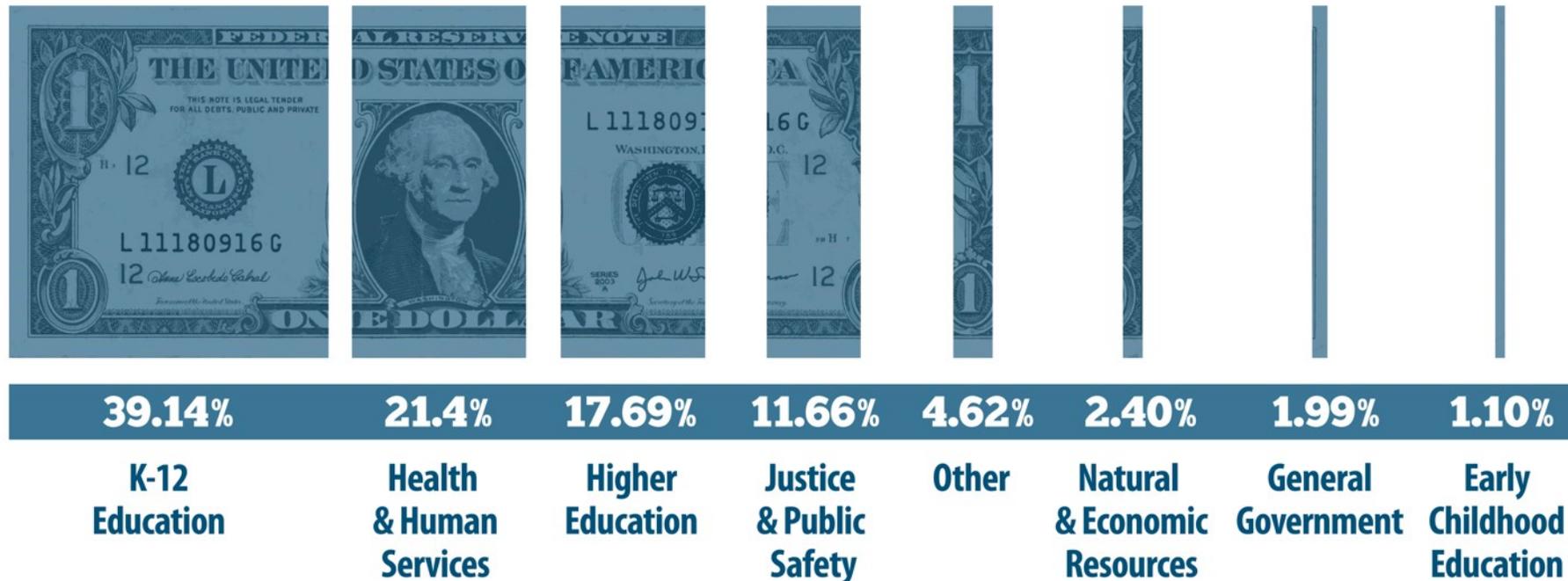
- There is a great discrepancy between what families need and the affordability and access of what is available. It is imperative that government works to fill this gap.
- Supporting families requires elected officials, policymakers, and multiple systems coming together—health care, child care, and family support services—to ensure that all parents, particularly those with high need, get what they need to nurture their children’s healthy development from the very beginning.



Funding streams from each level of government.



1 cent of every \$1 in state budget goes to early childhood education.



Authority Exists to Spend Local Dollars for Early Childhood

- ✓ Local governments have the authority to invest for the education and well-being of their citizens and for the economic development of their communities



Areas of Focus

Prenatal-to-three policy solutions

Based on clear evidence around the science of the developing brain, coupled with the complexity of prenatal-to-three systems, NCIT recommends the following policy solutions:

- **A system of supports** for families reaching every mother and child at or before birth with needed information, assessments, referrals, and access to services that offer each child a strong start.
- **Assurance of access** to affordable, high-quality infant/toddler child care in settings that meet the varied needs of families.

Supported families

FOCUS AREAS



Supported Families

The most effective way to support a young child is through their family. A system of supports for families should be in place to reach every parent and child at or before birth with needed information, assessments, and referrals that offer each child a strong start.

- Supports such as parent education, screenings for maternal depression, and preventive screenings for infants can help parents navigate the challenges of raising young children and nurture their healthy development.
- Building a strong infrastructure of coordinated supports is critical. This includes better coordinating home visiting programs that already exist, expanding the capacity of new or existing home visiting programs, and using universal screening and referral programs to help identify the needs of families and young children.

High-quality child care & early learning

FOCUS AREAS



High-Quality Care & Learning

High-quality child care—whether it takes place in a child care center, or with home-based providers—should provide real developmental experiences that are interactive and stimulate engagement, building a solid foundation during the earliest years of life. Responsive relationships build a sturdy brain architecture that becomes the foundation for core social-emotional skills, self-regulatory skills, and literacy skills.

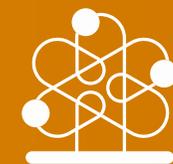
- All infants and toddlers should experience nurturing and responsive care in safe and stable settings.
- Families need access to high-quality, affordable care options that meet the needs of infants, toddlers, and their families.
- Caregivers must have a high level of preparation, training, and skills, a positive attitude, and a strong understanding of child development.

Watauga County Plan

Infrastructure Development
(Strengthen Existing/Develop New Programs)

Collaboration and
Coordination
(Expand availability of
services)

Long-term
sustainability
(Blend/Braid Funding
Streams)



National
Collaborative
for Infants
& Toddlers™

WATAUGA COUNTY

Prenatal to Three Stakeholder Group Priorities

- Establish universal family connection and referral home visiting program to serve an additional **100 families** in 2019. Strengthen existing partnerships with health care organizations and social service agencies to link families to needed services;
- Strengthen local early education system through the development of accreditation program for high quality child care centers. In **PILOT** year 2018-2019, 5 private child care centers, 3 family child care homes, and 6 NC Pre-K classrooms participated affecting **361 children** in Watauga County.

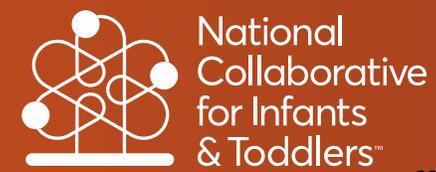


Phase I – Strengthen the Foundation

- In order to develop a comprehensive, sustainable **early childhood education** system in our community, we must invest in infrastructure development. This includes software development, coordinated intake and referral database system, and outreach and community awareness.
Estimated unmet need for Year 1: \$25,000.00.
- Expansion of Nurtured Beginnings program. Approximate cost per child: \$500/child.
Estimated unmet need for Year 1: \$35,000.00.
- Expansion of child care centers participating in Children’s Council Pathways to Accreditation program and meeting compensation and education minimum standards for lead teachers.
Estimated unmet need for Year 1: \$40,000.00

TOTAL REQUEST TO WATAUGA COUNTY for FY 2019-2020: \$100,000.00

Questions?



Powered by the Pritzker Children's Initiative ²⁸⁶

North Carolina 2019 Policy Priorities for Infants, Toddlers, and Families

Think Babies™ NC Leadership Team



Strengthen the Infant Toddler Teaching Workforce by Increasing Compensation and Education Standards

Introduction

Babies are learning from birth, and the first three years of life lay the foundation for all of the years that follow. Early experiences actually mold the architecture of the brain, building capacity to learn and grow—cognitively, emotionally, and socially. Infants and toddlers develop and learn through their relationships with the adults in their lives – their parents, family members, *and* their early childhood teachers when they are enrolled in child care programs.

Every day, approximately 15,000 infant toddler teachers are paid to care for and educate approximately 66,085 infants and toddlers enrolled in licensed child care programs across North Carolina. These early educators have the enormous responsibility of safeguarding and facilitating the development of our youngest children while they are spending the majority of their waking hours in child care when their parents work. These infant toddler teachers must have the knowledge, skills, and resources to provide consistent, nurturing, and positive relationships to support their healthy development and learning.

Yet, too many infant-toddler caregivers and teachers are not qualified and lack specific early childhood educational knowledge and skills to appropriately support infant toddler development and learning. Most infant toddler teachers are also woefully underpaid, earning \$10.00 per hour, or less, for the important work they do, which leads to turnover and instability in the baby classrooms, and stressful lives and family economic status. Consequently, infants and toddlers are not always receiving the high-quality early learning experience that is foundational to their future growth, learning, and success.

Updated education standards and compensation strategies are urgently needed to attract and retain qualified early childhood teachers who can support young children’s developing and learning. North Carolina’s low education standards and inadequate compensation of infant toddler teachers contributes to the lack of quality infant toddler child care programs. Qualifying as a lead infant toddler teacher requires no formal educational training other than one college level course in early education, via the NC Early Childhood certificate that was created in the 1990’s. Infant toddler teachers are paid so poorly that one out of five will leave the early childhood field and almost half have relied on some form of public assistance to support themselves and their families.

Why Is This Important to Do Now?

All teachers, and especially infant toddler teachers, must have the education and skills to deliver high-quality programs to support young children’s development and learning.

The quality of early care and education young children receive is most closely tied to the quality of the teachers in the classrooms. According to national researchers, early childhood educators having

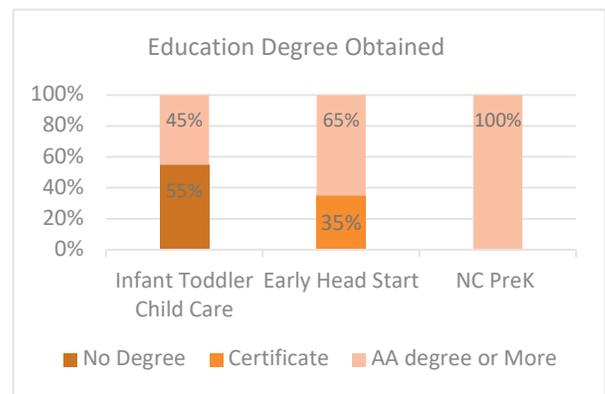
specialized knowledge of child development and early childhood education is correlated with better educational outcomes for young children.¹ This is also true for infant toddler teachers who are supporting the youngest children during the most critical time in their development.² Qualified teachers are more likely to have effective, positive interactions with children and their families, offer richer language experiences, use appropriate curricula and teaching practices, and create more high-quality learning environments.

North Carolina’s early childhood education standard is too low and does not reflect science-based recommendations on teacher education requirements.

Infants and toddlers make up more than half of children under six on the waiting list, but receive subsidy less frequently than preschool children.³ The lack of supply for subsidy and long waiting lists means that infants and toddlers remain on the wait list longer to receive subsidy, and many don’t receive subsidy until their preschool years, missing a critical window in their development.

Infant toddler teachers are the least educated of all early childhood teachers because North Carolina has different standards for child care programs.

In North Carolina, infants and toddlers do not have access to teachers with the same educational qualifications as young children enrolled in the state’s NC Pre-K program or federal Early Head Start programs. The state’s NC Pre-K program, which serves four-year old children from low-income families, requires all lead teachers to hold a Bachelor’s degree in early childhood education and the B-K license. Early Head Start, a federal program serving the most vulnerable infants and toddlers, requires all center-based teachers to have a minimum of a Child Development Associate (CDA) credential or have equivalent coursework in early childhood development with a focus in infant and toddler development.⁴ As noted above, infant toddler teachers in child care programs are only required to have one course in early childhood education and there are no requirements for previous training or experience before becoming a lead teacher.



Having different education standards has implications for the quality of the infant toddler programs. Infants and toddlers in child care programs have the least educated teachers. Forty-five percent (45%) of those teaching infants and toddlers in child care programs have earned an associate degree or higher compared to 69% of the NC Pre-K teaching staff who have earned as associate degree or higher, a difference of 24 percentage points.⁵ Among Early Head Start infant toddler teachers, 35% hold the CDA certificate, and 65% have earned an associate degree or higher.⁶

Infant toddler teachers earn such low wages that they are living in poverty and earning the least of all early childhood teachers.

Among an early education workforce that is already low paid, teachers working with infants and toddlers earn the least, regardless of educational level. According to researchers at the Center for the Study of Child Care Employment, infant toddler teachers, even those with a Bachelor’s degree, are paid about \$4 less per hour than similarly qualified early educators working with 3- year olds.⁷



Compensation trends in North Carolina are similar. According to the report, “Who’s Caring for Our Babies,” infant toddler teachers in North Carolina are paid an average of \$10.00 per hour, with a low of \$8.50 per hour to a high of \$11.50 per hour in different regions of the state. These low wages result in the average infant toddler teacher living at or near poverty level and struggling economically: 63% live in families earning less than \$30,000 per year, 11% work a second job, and almost half (44%) have relied on some form of public assistance.⁸

Low educational standards and inadequate compensation also negatively impact the ability of the early childhood field to attract and retain qualified infant toddler teachers.

Early childhood education is the lowest paid field of almost all other occupations, so it’s not surprising that young students are less interested in this field.⁹ In North Carolina, the early childhood teaching workforce is shrinking, with fewer students enrolling in community college early childhood programs and qualified infant toddler teachers moving on to teach preschool or to other professions. Enrollment in early children education programs in the NC Community College system has steadily declined since 2009-2010, from a record high enrollment of 12,538 students down to just 7,147 students in 2017-2018, a 43% drop in enrollment.¹⁰

“Currently, a Bachelor’s degree in early childhood education occupies the dubious distinction of the college major with the lowest projected lifetime earnings.”
-Center for the Study of Child Care Employment

Once early childhood teachers enter the classroom, one in five infant toddler teachers (21%) predict that they will leave the field in three years, typically because of low pay and low status.¹¹ Those who have obtained higher degrees often move on to teach in the state’s NC Pre-K program, public schools, or into other fields that pay better.

There are fewer high-quality infant toddler programs due to the lack of well-educated and well-compensated infant toddler teachers.

Fewer centers are enrolling infants and toddlers today than they did in 2008, typically because they lack the resources, including finding and affording qualified staff, to maintain these programs.¹² Too many infant toddler programs have lower star-ratings than other child care programs because teachers lack degrees and don’t have the skills to create quality programs. North Carolina’s licensed star-rating system is based on two components – teacher education degree levels and program standards scores. Infant toddler teachers have fewer educational degrees, as noted above, and infant toddler classrooms have lower program quality scores. Just 53% of programs serving infants and toddlers elected to have the Environment Rating Scale administered, and when they did, these programs score an average 4.98 compared to the average 5.51 rating for preschool classrooms.¹³

Consequently, overall in North Carolina, there are fewer infants and toddlers enrolled in high quality programs compared to preschool programs. Just 70% of all infants and toddlers are enrolled in high-quality four- and five-star licensed programs versus 78% of all preschoolers. Forty-five percent (45%) of infants and toddlers are enrolled in 5-star programs, compared to 59% of all preschoolers.¹⁴

North Carolina has the infrastructure and financial resources to support infant toddler teachers in becoming better educated and compensated. These include:

- **College-level programs:** The Infant-Toddler Certificate and Early Childhood Education Associate degree programs are available in every NC community college, and most universities offer four-year early childhood education degree programs. A new “Leadership in Infant-Toddler Certificate” program, which articulates into the Master’s degree program, has been created at UNC-Greensboro. Students enrolled in any of these programs have access to the T.E.A.C.H. Early

Childhood® scholarship program to support the costs of obtaining these needed credentials and degrees.

- **Compensation programs:** Two compensation programs provide financial relief salary supplements for early childhood teachers who are pursuing higher education. The **Child Care WAGES® Program** provides education-based salary supplements to low-paid teachers, directors, and family child care providers working with children between the ages of birth to five. The Infant-Toddler Educator **AWARDS® Program** provides education-based salary supplements to low paid teachers who have obtained at least an Associate degree and are working full-time in infant toddler classrooms.
- **Child Care Subsidy incentives:** North Carolina’s child care licensing system recognizes the value of educated teachers in its star-rated license system and provides increased child care subsidy reimbursement rates for three-, four- and five-star rated licensed child care programs. Although not specifically tied to teacher education or compensation, this strategy does provide additional resources to centers delivering high-quality programs.



¹ National Academies of Science. (2015). Transforming the Workforce for Children from Birth Through Age Eight.

² NAEYC. (2014). High-Quality Early Childhood Educators Are the Key to Quality Programs for Children. Retrieved from: https://www.naeyc.org/sites/default/files/globally-shared/downloads/PDFs/our-work/public-policyadvocacy/201NAEYC_Childhood%20Educators.pdf.

³ Child Care Service Association (CCSA). (2017). “Who’s Caring for Our Babies.”; DCDEE, 2018b

⁴ Head Start. (2016). Staff Qualifications and Competency Requirements. Retrieved from:

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1302-91-staff-qualifications-competency-requirements>

⁵ Child Care Services Association. (2017). Who’s Caring for Our Babies? Early Care and Education in North Carolina.

⁶ Data from the 2018 Program Information Report provided by NC Head Start Collaboration Office.

⁷ Center for the Study of Child Care Employment. (2018). Early Childhood Workforce Index.

⁸ Child Care Services Association, 2017

⁹ Ibid.

¹⁰ Early Childhood Education Program Enrollment Data, December 2018, provided by the NC Community College System.

¹¹ Child Care Services Association, 2017

¹² Ibid.

¹³ Ibid.

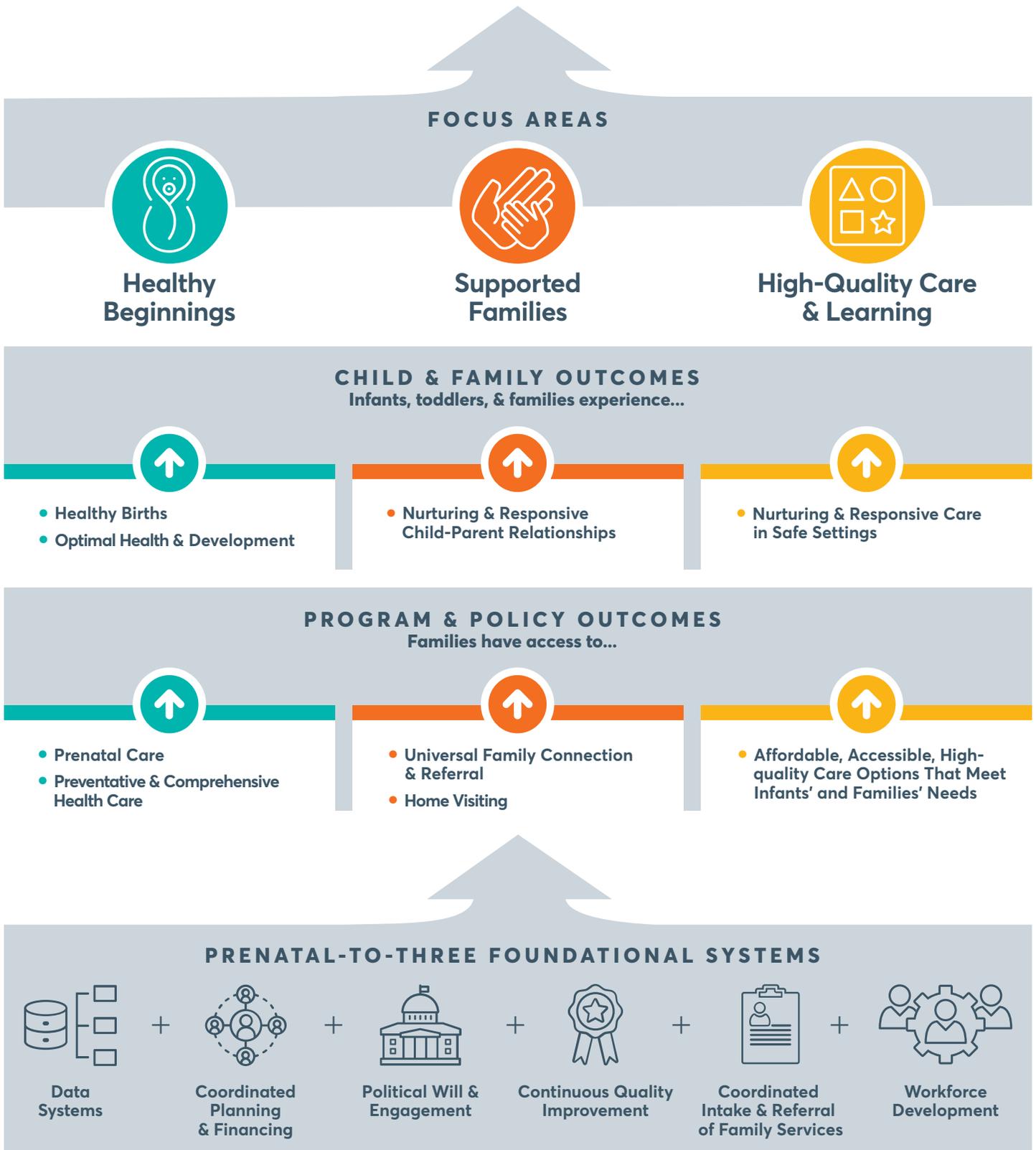
¹⁴ Ibid.

About Think Babies™ NC:

Think Babies™ NC seeks to advance policies that support the healthy development of North Carolina’s babies and toddlers. It is aligned with the NC Pathways to Grade-Level Reading initiative and the NC Early Childhood Action Plan. Think Babies™ NC is led by the NC Early Education Coalition with support from the NC Early Childhood Foundation and a Leadership Team of state and local organizations focused on advancing public awareness and policy solutions for infants, toddlers, and their families.

Measuring Success: Healthy Child Development By Age 3

With a focus on equity, states and communities can build and sustain locally responsive programs, policies, and systems that meet the needs of infants, toddlers, and their families. Policy outcomes support child and family outcomes, and prenatal-to-three systems create a sustainable infrastructure to ensure families get the right services at the right times.



Watauga County

Capital Improvement Plan FY 2020

Project Title: Guy Ford Road (Lower Watauga Gorge) River Access Requesting Department or Agency: Planning & Inspections

Fund: _____

Project Description: Parking and picnic area with river access ramp at Guy Ford Road and US Hwy 321 N. Project will be usable by summer, 2019 with gravel 27-car parking lot and signage. The lot will need to be paved and picnic area added.

Project Justification: Grant funds and in-kind contribution by County forces will be enough to complete the gravel lot (including retaining wall) and to install signage. Due to funding shortfall, paving and picnic area had to be delayed. Upon completion of those items the park will be consistent with the Upper Gorge access, currently maintained by the County. The Guy Ford Road (Lower Gorge) river access is included in the Boone Area Outdoor Recreation Plan published by the Watauga TDA.

Manager's Priority Ranking: _____
Adjusted Ranking: _____

	Budget Year 2019-20	Planning Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	Total
Project Cost Elements: (list expenditure categories)	\$50,000						\$50,000
Totals:							
Revenue Sources: (list expenditure categories) Appropriation, possible TDA							
Totals:							
Annual Operating Budgetary Impact: (list expected annual operating costs and effects)							
Net Annual Operating Effect:							



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

*Department of
Planning & Inspections*

*Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080*

Memorandum

Date: February 12, 2019

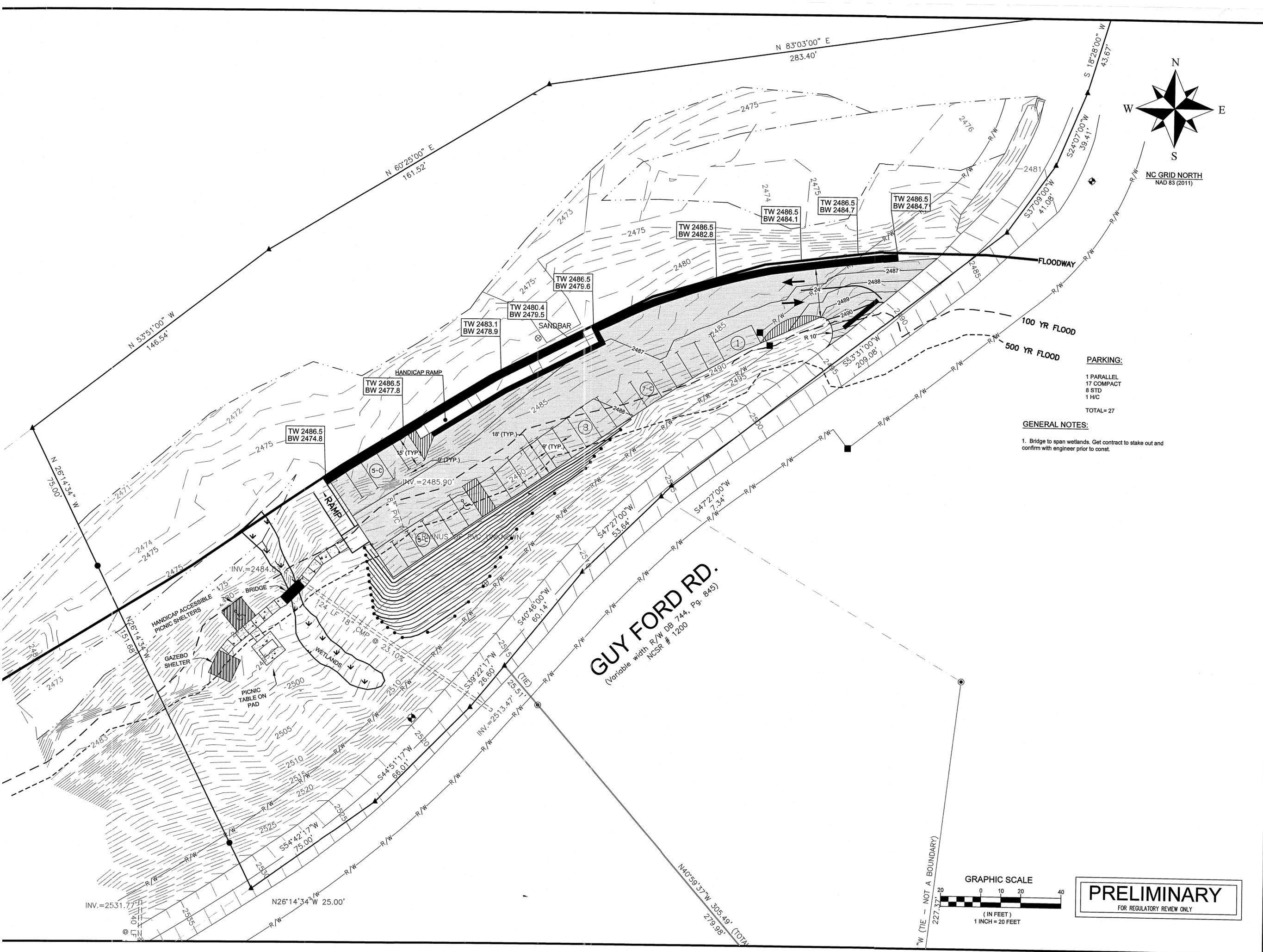
To: Board of Commissioners

From: Joe Furman

RE: Guy Ford Road river access project status

We have received grant funding of \$175,000 (from Tennessee Valley Authority, Watauga TDA, and General Assembly), and applied for, but were denied, a \$100,000 Recreational Trails Program grant. We requested that County Sanitation personnel be allowed to work on the project, and were given approval for that. We then bid the job to see where we stood. The low bid, \$314,669.20, exceeded funds available, so the bid was not awarded, however we have contracted with that low bidder for two tasks – clearing/grubbing and installation of silt fence. It is possible we will want to use them for further work if we can afford it. We are on the verge of purchasing blocks for the retaining wall and will begin construction as workload and weather permit. It seems County Sanitation Department personnel will be able to construct a gravel parking area using the \$175,000 for design, materials, the aforementioned tasks, and hopefully signage.

The access as designed resembles the Upper Gorge Access at Watauga River Road – paved and striped with picnic area, and signage that matches other TDA -developed recreation areas. I have submitted a CIP request for \$50,000 to complete the project as such.



PARKING:
 1 PARALLEL
 17 COMPACT
 8 STD
 1 H/C
 TOTAL = 27

GENERAL NOTES:
 1. Bridge to span wetlands. Get contract to stake out and confirm with engineer prior to const.

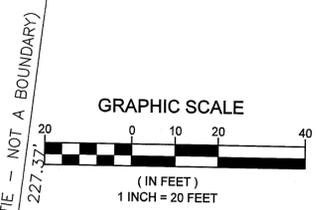
NEW PARKING LOT
GUY FORD ROAD
WATAUGA COUNTY, NORTH CAROLINA

DATE	BY	REVISION	DESCRIPTION

SITE PLAN

SCALE:	1" = 20'
DATE:	10-25-16
DRWN. BY:	SGJ
CHKD. BY:	MPT
PROJECT NUMBER:	B16020.1
DRAWING NO.:	C-1
SHEET NO.:	1 OF 1

PRELIMINARY
 FOR REGULATORY REVIEW ONLY



Municipal Services

Engineering Company, P.A.

P.O. BOX 349 BOONE, N.C. 28607
 (828) 722-1767
 LICENSE NUMBER: C-0281

2019 Watauga County Board of Commissioners Budget Retreat

2017-2018 Financial Progress

Section One—Blowing Rock

\$2.3 million awarded/raised to construct 1.2 miles
—to be finished by Dec 2021 at the latest

\$150K Trailhead under construction
— 2019 ribbon cutting

Section Four—North of Tweetsie toward Boone

\$1.3 million in-hand to construct 0.75 miles

TOTAL = \$3,750,000 **

**This is mostly grant funding that we cannot apply for again until after spent

2019 Fundraising Needs

Land Acquisition—\$575,000

Bridge & Underpass—\$500,000

Stream Restoration—\$500,000 (Sect 1 & 4)

BRC Staff Time—\$100,000

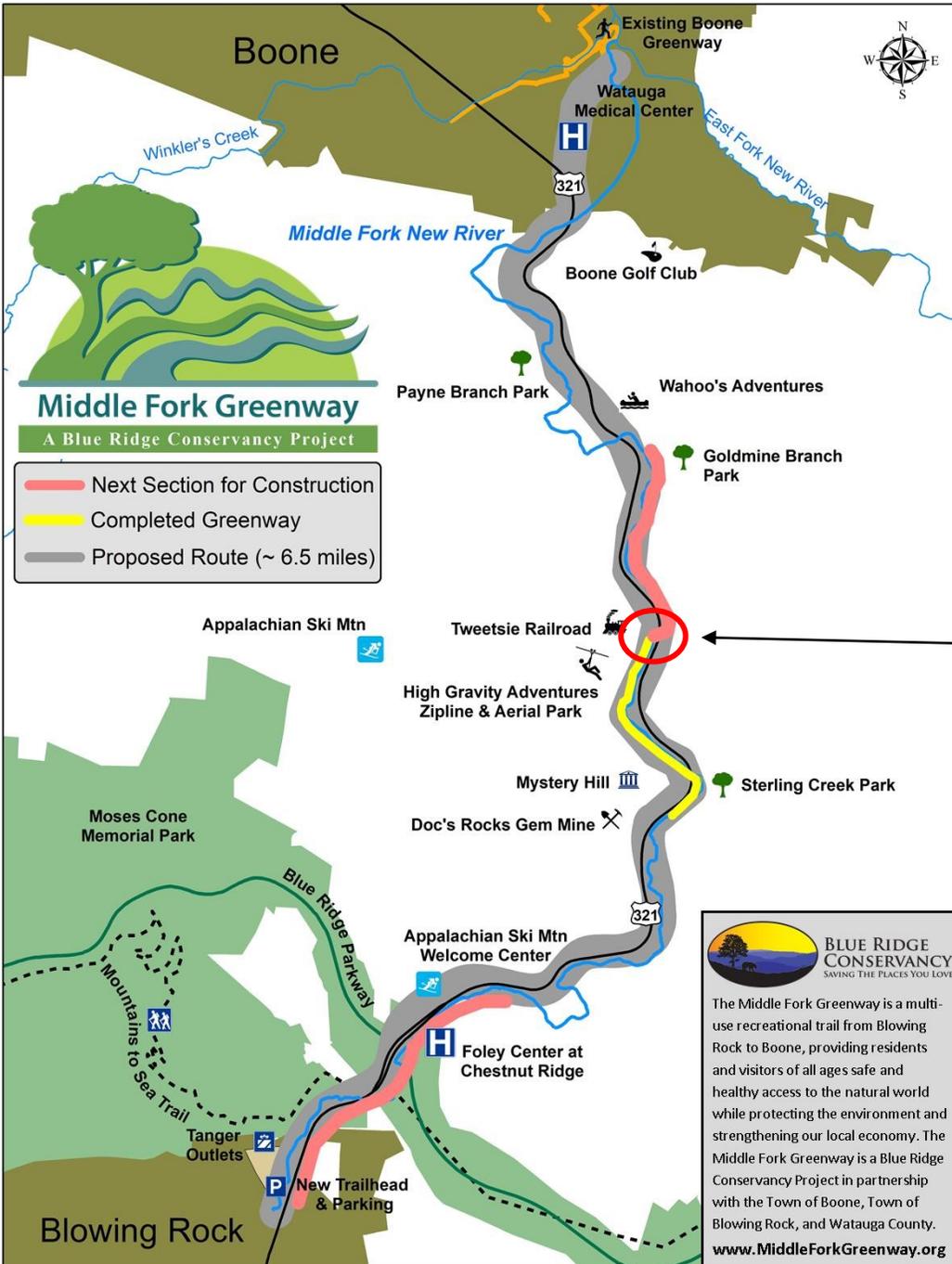
Sterling Creek Park—\$30,000

Section One —\$195,000

TOTAL = \$1,900,000

Future Fundraising Needs

Depending on route taken need an additional
\$10-12 million to make the connection from
Blowing Rock to Boone (Includes 2019, \$1.9 M)



THANK YOU to the individuals and Foundations who contributed

2018 Annual Pre-Budget Retreat

to the Middle Fork Greenway in 2018!

Curt Andrews
 Janes Charitable Lead Trust
 Watauga County TDA
 Ann Pipes
 Blue Ridge Energy
 Walter and Jean Wilkinson
 Bill and Mary Brinker
 William and Erica Brinker
 William S. Barnickel Foundation
 Jay and Amy Wilson
 Lisa and Flint Gray
 St. Mary of the Hills Parish
 Wade and Kathy Reece
 Anne Burgess
 Tim and Carolyn Hilton
 High Country United Way
 Hanes and Lida Boren
 Roger and Kay Landis
 Ben Edwards
 Softact Solutions
 Jack and Sue Duncan
 John and Joan Shannon
 Greg Bradley and Lee Carter
 Jim and Gwen Steele
 NC Community Foundation
 David Brumfield
 Bill and Marianne Hall
 Angela and Rick Heidt
 Anne McKenzie
 Bill and Janet Cox
 Watauga Cooperative Extension
 Kate and Allen Torrey
 Pam Hoffman
 Paul and Debra Dickenson
 CMD Sales
 Larry Mallett

Mike and Shari Lynn Smiley
 Robert Reed
 Pamela Aldridge
 Finley Dula
 Burt and Yvonne Myers
 John Drake and Melissa Gray
 Angela Kelly
 Jenny and Wayne Miller
 Jim and Brenda Lowman
 David and Leila Jackson
 Don Saunders
 Carolina Association of Chamber Executives
 Carolyn and Dave Yawars
 Judy Goodwin-Rosenberg
 Nicholas Placentra
 Terri Waller
 Judith Phoenix
 Kelly Coffey
 Robert Reese
 Steve and Anne Fleming
 Zach Farris
 Jeremy Turner
 Mike and Laura Page
 Al and Carolyn Hines
 Aaron and Susan Westphal
 Ann and Ric Browning
 Bill Moore
 Bob and Marjorie Hrozencik
 Carolyn Gummerson
 Catherine Murphy
 Clay and Teresa Sessoms
 Congregational Church of Christ Smith Class
 David and Annette Trahan
 Diane and Joe Bastian
 Douglass Hammond
 Elizabeth Harris

Gigi and Shawn Poole
 Greg Jennings
 Jerry and Rebecca Hutchins
 JoAnn Bratton
 John and Margaret Lanman
 John Irvin
 Kay and Joe Morgan
 Kenton and Carol McCartney
 Lauren Dunbar
 Matt and Amanda LoPiccolo
 Michael Brown
 Mike and Elizabeth O'Connor
 Nancy Pennington
 Priscilla Rich
 Ray and Rhonda Russell
 Rita Wiseman
 Rob and Roey Mendel
 Skipper Seawell
 Terry Gentry
 Terry Wiley
 Tom Leonard and Eileen Laird
 Tony and Carol Ivey
 Vicki Clift
 William Hall
 James and Sandy Hall
 Charles Hupfer
 Elisha Marie Beckman
 Linda Larson and Bill Pelto
 Nancy Glenz
 Anthony Forman
 Ben Henderson
 Carol Babyak
 Charles and Suzanne Wanzer
 Christina Howe
 Connor and Kyndy Boyle
 Cortney and Erin Bouldin
 Dan and Marsha Gibson

Emily Bisette
 Gerry Staninger
 James and Luli Sanderford
 Janet Woods
 Jennifer Dotson
 Jill Holmes
 Joe Davant
 John and Gail Carnahan
 John and Laurie McDowell
 Joy Whitlatch
 State Farm Insurance
 Karen and Gary Sain
 Kristan Cockerill & Andy Heckert
 Lillian Bindseil
 Marcia Hoffman
 Mark Hoesten
 Sally Young
 Scott Goldstein
 Sharon Stafford & Bill Cockett
 Susan Broderick
 Suzette Foster
 Tony and Maxine Nelson
 Alex Popper
 Brandon Cole
 David Anderson
 John and Candace Tippet
 Kenneth Steele
 Marguerite Kessler
 Mark Schroeder
 Marty Root
 Maxine Gordon
 Pat Rusch
 Tom Hughes
 Lillian and Oscar Danner
 Jeremiah Stanton-Rich
 Judith Zizzo
 Michael Dean
 Stephen Conway



ROUND UP FOR THE GREENWAY PARTICIPANTS

- | | | |
|-------------------------------------|------------------------------------|--|
| 1 Adam Hill, DDS | 40 Farm To Flame | 80 OrthoCarolina |
| 2 Anna Banana's Fine Consignment | 41 Foggy Rock Eatery & Pub | 81 Peak Chiropractic |
| 3 Antiques on Howard | 42 Footsloggers Blowing Rock | 82 Pepper's Restaurant & Bar |
| 4 App Ski Mtn Welcome Center | 43 Footsloggers Boone | 83 Precision Printing |
| 5 Appalachia Cookie Company | 44 Foscoe Rentals | 84 Price Lake Boat Rentals |
| 6 Appalachian Mountain Brewery | 45 Fun 'N' Wheels | 85 Proper |
| 7 Appalachian Ski Mtn (Dec. - Mar.) | 46 Gaines Kiker Silversmith | 86 Puerto Nuevo Mexican Restaurant |
| 8 Basil's Market | 47 Gideon Ridge Inn | 87 Ray's Weather |
| 9 Be Natural Market | 48 The Gilded Lily | 88 Ray's Weather app sales |
| 10 Best Cellar | 49 Green Park Inn | 89 Recess Skate & Snow |
| 11 Bistro Roca | 50 Gregory Alan's Unique Gifts | 90 Red Onion |
| 12 Bless Your Heart | 51 Hatchet Coffee | 91 Rhoddie Bicycles |
| 13 Blowing Rock Ale House | 52 Hawksnest Snow Tubing & Zipline | 92 Ridgeway Inn |
| 14 Blowing Rock Antique Center | 53 Hemlock Inn | 93 Riverside Log Cabins |
| 15 The Blowing Rock Attraction | 54 High Gravity Adventures | 94 Rock Dimensions |
| 16 Blowing Rock Chamber of Commerce | 55 High Mountain Expeditions | 95 The Rug Company |
| 17 Blowing Rock Inn | 56 Highland Hills Motel and Cabins | 96 Sky Valley Zip Tour |
| 18 Blowing Rock Market | 57 Hillwinds Inn | 97 Sleep Inn |
| 19 Blue Ridge Bites and Brews | 58 Hominy Mill Mercantile | 98 The Speckled Trout Restaurant & Bottle Shop |
| 20 Blue Ridge Plastic Surgery | 59 Hospitality Mints | 99 The Spice & Tea Exchange |
| 21 Boone Area Chamber of Commerce | 60 The Incredible Toy Company | 100 Stick Boy Bread Company |
| 22 Boone Bagelry | 61 Inn at Ragged Gardens | 101 Stick Boy Kitchen |
| 23 Boone Bike & Touring | 62 J.W. Tweeds Fine Clothier's | 102 Sunny Rock Eggs & Things |
| 24 Boone Drug - Village Pharmacy | 63 J&J Hawaiian Ice | 103 Sunset and Vine |
| 25 Boone Drug at Deerfield | 64 Jenkins Realtors, Inc. | 104 Sunset Sweets & Heat |
| 26 Boone Drug at Greenway | 65 Jerky Outpost | 105 Sunset Tee's & Hats |
| 27 Boone Drug at King Street | 66 Juice Boone | 106 Super 8 |
| 28 Boone Drug at New Market | 67 LaQuinta Inn & Suites | 107 Tanger Outlets |
| 29 Boone VFW | 68 Lost Province Brewing Company | 108 Town Tavern of Blowing Rock |
| 30 Boxwood Lodge | 69 Magic Cycles | 109 United Community Bank |
| 31 Brass Exchange | 70 Mast General Store | 110 US Buildings |
| 32 Carolina West Wireless | 71 Melanie's Food Fantasy | 111 Victorian Inn |
| 33 Charleston Forge | 72 Mike's Inland Seafood | 112 Village Cafe |
| 34 Chetola Resort | 73 Mountmaine Inn and Log Cabins | 113 Village Inn |
| 35 Christopher and Banks | 74 Mountaineer Cleaners | 114 Village Jeweler's Blowing Rock |
| 36 Clean Eatz | 75 Mprints | 115 Village Jeweler's Boone |
| 37 CoBo Sushi Bistro & Bar | 76 Mustard Seed Market | 116 Wahoo's Adventures |
| 38 Daniel Boone Inn | 77 Mystery Hill | 117 Watauga Medical Center |
| 39 Doc's Rocks Gem Mine | 78 Neaco | 118 Watsonatta Western World |
| | 79 New River Building Supply | |

2019 Annual Pre-Budget Retreat



Connecting Blowing Rock to Boone, Naturally!

Thank you for helping turn this legacy project into a reality!

The Middle Fork Greenway is a **Blue Ridge Conservancy Project** in partnership with **Watauga County, Town of Blowing Rock, and Town of Boone**

MFG Private Donations

Gift Years	Individual Quantity	Amount	Major Gifts Quantity	Major Gifts (\$5,000 +)
2014-2018	495	\$217,105.00	25	\$794,123.00
MFG Private Donations Total				\$1,011,228.00

MFG Awarded Grants & Financial Support

State and Federal Grants
Eastern Federal Lands Access Program
NC Parks and Recreation Trust Fund
NCDOT Mystery Hill Section
Division of Water Resources
Clean Water Management Trust Fund
NCDOT Trailhead
NCDOT Bridge Funding
NC Recreational Trails Program
NC State General Assembly Appropriations
NC State General Assembly Appropriations

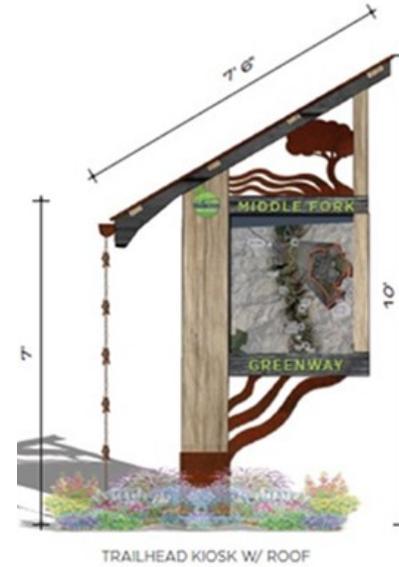
Non-Govt. Grants, Foundations, Businesses
ZAP Fitness
Blue Cross & Blue Shield of NC
Tweetsie Railroad
Blue Ridge Energy
High Country Pathways
People For Bikes
Blowing Rock Village Foundation
Blowing Rock Community Foundation
High Country United Way
NC Community Foundation

Local Government
Watauga County Tourism Development Authority
Blowing Rock Tourism Development Authority
Watauga Economic Development Commission
Appalachian District Health Department
Town of Boone





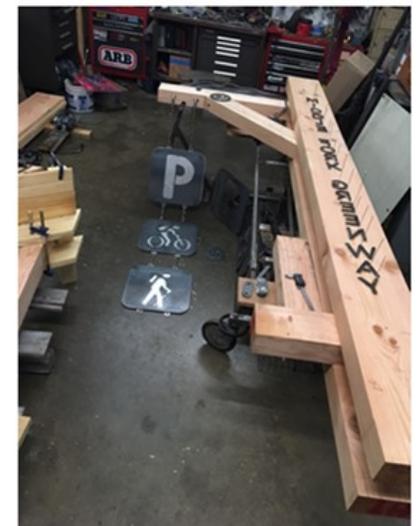
On-The-Ground Progress



Trailhead Pavilion



Trailhead Signs





Watauga County **COMMUNITY RECREATION CENTER**



CLARKNEXSEN 

HARPER
GENERAL CONTRACTORS

Key Accomplishments

- Building pad prep for foundations - 70% complete
- Foundations 40% complete
- **ALL 662** Rigid Inclusions installed
- Masonry has begun
- Maintaining Erosion Control

Weather impacts beyond avg.

- 29 weather days

Contract Value expended to date

- \$2,252,810.29

Upcoming activities

- Steel is being fabricated
- Steel erection –first of April
- MEP underground rough in started

Notice to proceed date

- October 9, 2018

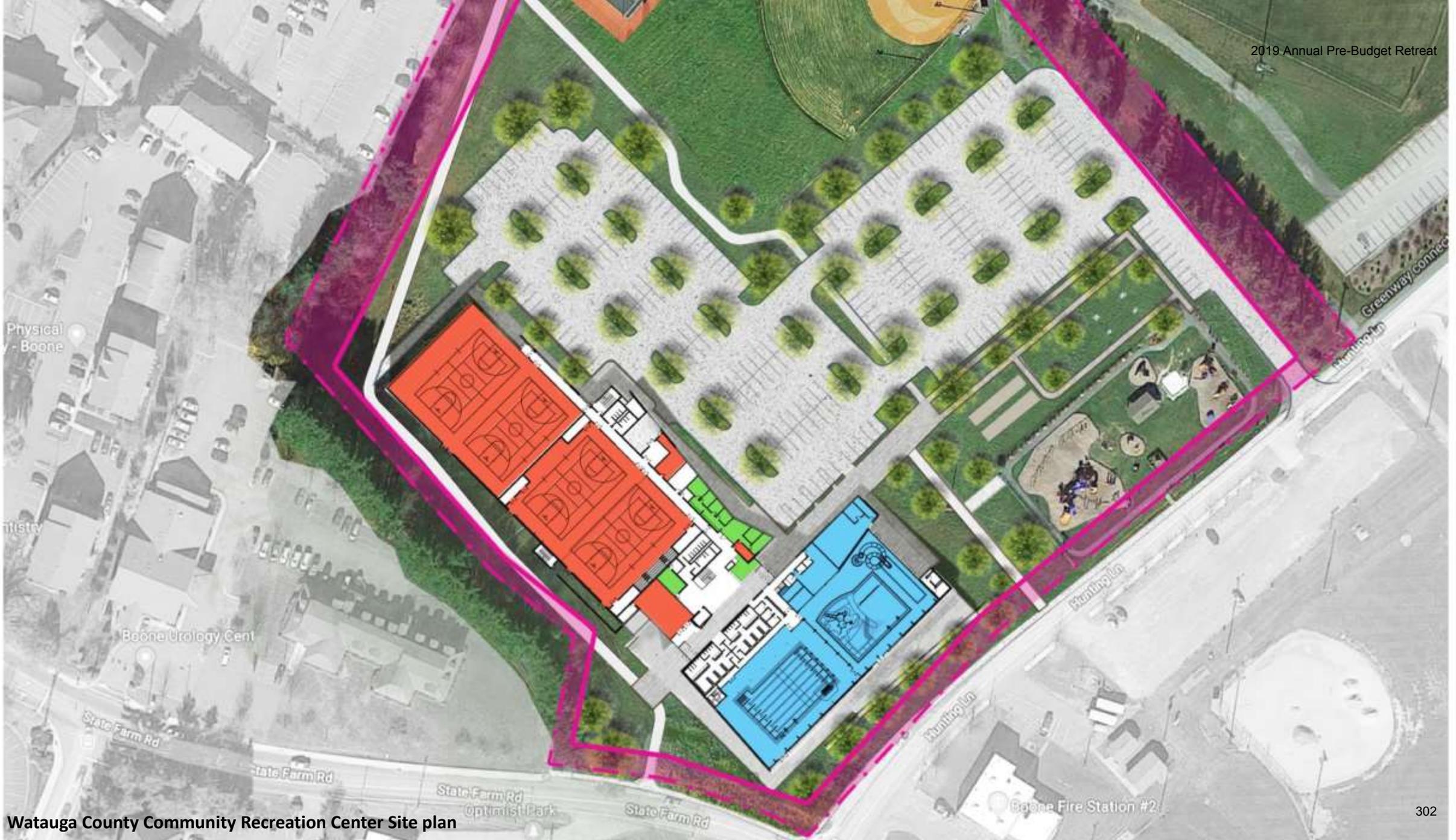
Contract time expended to date

- 132 days as of 2-18-19

Current completion date

- April 10, 2020





Watauga County Community Recreation Center Site plan









Watauga County Community Recreation Center: Site Panorama

	Budgeted	Current Spent/allocated	Net	Comments
Bid Day Costs				
Grand Total Construction	\$32,937,626.00	\$2,252,810.29	\$30,684,815.71	
GMP reconciliation				
Soft Costs				
A/E Fees	\$2,436,925.00	\$2,436,925.00	\$0.00	
Testing	\$199,700.00	\$22,763.20	\$176,936.80	
Survey	\$20,000.00	\$20,000.00	\$0.00	
CM Precon Fee	\$97,500.00	\$97,500.00	\$0.00	
Permit Fee	\$210,216.00	\$0.00	\$210,216.00	
Technology				
Technology Bid Budget	\$107,000.00	\$0.00	\$107,000.00	
Data Cabling	\$0.00		\$0.00	
Building Security / Cameras	\$0.00		\$0.00	
Intercom System	\$0.00		\$0.00	
VOIP	\$0.00		\$0.00	
FF&E	\$800,000.00	\$0.00	\$800,000.00	
Roller Shades	\$0.00	\$0.00	\$0.00	
Kitchen Equipment	\$0.00	\$0.00	\$0.00	
Remainder of FF&E	\$0.00	\$0.00	\$0.00	
Owner Contingency				
Bid contingency	\$ 1,738,428.78	\$858,178.00	\$880,250.78	
Remaining Balance	\$38,547,395.78	\$5,688,176.49	\$32,859,219.29	
Original approved budget	\$ 38,547,395.78			
Reconciled amount should equal zero	\$0.00			



Watauga County **COMMUNITY RECREATION CENTER**



CLARKNEXSEN 

HARPER
GENERAL CONTRACTORS



February 8, 2019

Watauga County Manager
814 West King Street
Suite 205
Boone, NC 28607

Attn: Mr. Deron Geouque
County Manager

RE: WATAUGA COUNTY FACILITIES ASSESSMENT

Dear Mr. Geouque,

Long ranging planning is critical to thoughtful and steady growth. Clark Nexsen is please to provide you this proposal for a preliminary facilities assessment. The goal of this assessment is to evaluate existing programs of the County Judicial and Administrative staff, determine how best to utilize the available space, and to plan for future growth. Our task will be to meet with up to 5 groups identified by the County to evaluate their space needs, formulate a building program from these needs, and make a recommendation for accomplishing the goals established during this programming effort. Generally these efforts will take 2-3 months to accomplish due to scheduling conflicts among the participants. Our approach will be to schedule a series of departmental meetings at 1.5 hour intervals. We will interview the groups and document their needs. It will be important for the departments to prepare or have a clear understanding of existing staff, future growth, emerging trends for their profession, and express this during the interview process. Prior to our meeting we will send a questionnaire to assist them with their preparations. Upon completion of the information gathering, we will distribute our findings to the departments and modify the programming document based on their feedback.

Deliverables for these efforts shall include the following:

- a. Meeting minutes from group discussions
- b. Tabular spread sheet indicating space requirements for each department or group
- c. Parking evaluation across from existing County building.
- d. Recommendations for use of existing structures or possible new facilities
- e. Presentation to County Commissioners or administrative staff.

For the above listed items we propose a lump sum fee of \$15,000. Our efforts will be monthly based on the percentage complete of our task.



If you have any additional questions, please let me know.

Sincerely,

CLARK NEXSEN



Chadwick S Roberson, AIA, LEED AP BD+C
Principal

Accepted by: _____ date: _____

Printed Name: _____

**AMENDED AND RESTATED
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT (“Agreement”), is made and entered into as of this __ day of _____, 20__ by and between Watauga County, North Carolina, hereinafter referred to as the “Landlord”, and Watauga Solar, LLC, hereafter referred to as "Tenant”.

W I T N E S S E T H:

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

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

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

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

DEVELOPMENT PERIOD

1. The Landlord hereby grants to Tenant the right to lease from the Landlord any portion of the Property, and access thereto, owned by the Landlord, located at the Property as shown in Exhibit 1, to develop the site for electricity generation (the “Lease”).
2. Tenant shall make payment of One Hundred Dollars (\$100.00) per month for the first three years of this Agreement, which shall represent the development period of the Agreement (“Development Period”).
3. During the Development Period Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections.
4. Upon Construction Commencement, the Development Period shall end and Tenant shall commence payment of Rent (both Rent and Construction Commencement defined in Section 13 of the Amended Terms and Conditions).

AMENDED TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11. Taxes and Utility Expenses.

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

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

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

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty five (25) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the “Term”). At the option of the Tenant, the Term may be extended by four (4) additional five (5) year terms.

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

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

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

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

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

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

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

whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and/or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Miscellaneous provisions.

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

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

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

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

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

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

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

32. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

To Landlord:
Watauga County

To Tenant:
Watauga Solar, LLC

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

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 201__.

IN PRESENCE OF: **Watauga Solar, LLC.**

Witness

By: _____
Duly Authorized Agent

Watauga County

Witness

By: _____

Duly Authorized Agent

Exhibit A

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

Exhibit B

Description of the Premises

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

Exhibit C**MEMORANDUM OF LEASE**

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the “Lease”) was entered into on _____, 201__, by Watauga County (hereinafter “Lessee”) and Watauga Solar, LLC (hereinafter “Lessor”), with an effective date of _____, 201__.

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

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

2. Term of Lease. The Lease commences on __, 201__ and continues for twenty five years and ninety days following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee only upon written consent of the Lessor.
4. Extension and Renewal. The Lease is may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.
7. Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of North Carolina.

END OF TEXT – SIGNATURE PAGE FOLLOWS

LESSOR, Watauga County

STATE OF _____)
COUNTY OF _____) SS.

At _____ in _____, _____ in said County this ___ day of _____, 2018,
_____ personally appeared, and s/he acknowledged this instrument, by
him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Watauga
County.

Before me _____ Notary Public
My Commission Expires: _____

LESSEE, Watauga Solar, LLC

Watauga Solar, LLC
Duly Authorized Agent

Before me _____ Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA _____)
COUNTY OF CHITTENDEN _____) SS.

At _____ in _____, North Carolina this ___ day of _____, 201____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed and the free act and deed of Watauga Solar, LLC.

Before me _____ Notary Public
My Commission Expires: _____

Memorandum of Option Agreement

This Memorandum of Option Agreement is made as of the ___ day of _____, 2018. Notice is hereby given of a Lease Option Agreement (the "Agreement") dated the ___ day of _____, 2018, by and between _____ of _____, _____ (the "Grantor"), and Watauga Solar, LLC, a North Carolina limited liability company, its successors and assigns (the "Grantee").

1. The names and addresses of the parties to the Agreement are as follows:

Grantor: Watauga County

Grantee: Watauga Solar LLC

2. The date of the Agreement is as set forth above.

3. The Grantor has granted the Grantee an option to lease certain real property owned by the Grantor and located _____. The property subject to the option is described in further on Exhibit 1 hereto.

4. The term for the exercise of the option began on the ___ day of _____, _____ and shall end on _____, _____.

5. The Agreement does not grant the Grantee a right to extend or renew the term for the exercise of the option.

6. A copy of the original Agreement is on file with the Grantee.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement effective as of the date first set forth above.

GRANTOR:

Watauga County

STATE OF _____)
COUNTY OF _____) SS.

At _____ in _____, _____ this _____ day of _____, 201____, _____ personally appeared, and s/he acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Watauga County.

Before me _____ Notary Public
My Commission Expires: _____

GRANTEE:

WATAUGA SOLAR, LLC

Name:
Title:

STATE OF NORTH CAROLINA)
COUNTY OF CHITTENDEN) SS.

At _____ in _____, North Carolina this _____ day of _____, 201____, _____ personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of Watauga Solar, LLC.

Before me _____ Notary Public
My Commission Expires: _____

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.
NC General Statutes - Chapter 160A Article 12 4

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

(1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.