

## **HAYWOOD COUNTY COMMISSIONERS**

**REGULAR MEETING – March 19, 2012**

### **CALL TO ORDER**

Chairman Mark S. Swanger convened the regular meeting of the Haywood County Board of Commissioners at 5:30 p.m. in the Historic Courtroom at the Haywood County Historic Courthouse, Waynesville, North Carolina, with Chairman Mark S. Swanger, Vice-Chairman J.W. “Kirk” Kirkpatrick III, Commissioners L. Kevin Ensley, Michael T. Sorrells and Bill Upton, present. Staff members present were County Manager Marty Stamey, County Attorney Leon M. “Chip” Killian, III, Finance Director Julie Davis, Public Information Officer David Teague, and Executive Assistant/Deputy Clerk Amie Owens.

### **PLEDGE OF ALLEGIANCE**

Chairman Swanger led the pledge of allegiance.

### **INVOCATION**

Commissioner Ensley offered the invocation.

### **PUBLIC HEARING**

Chairman Swanger noted the first item on the agenda as a public hearing for the purpose of receiving public input on the Community Development Block Grant (CDBG) Scattered Site Housing Program and Application. Chairman Swanger recognized David Teague, Grants Coordinator. Mr. Teague reminded members that utilizing the previous grant funds, one (1) home was replaced and seven (7) homes rehabilitated throughout the county. With the application for this grant, the goal is to provide this type of service again. Mr. Teague added that the purpose of this hearing is to gain input on structuring this year’s program, and a committee is being formed, with representatives from all municipalities, to make selections of potential homes for renovation or replacement. The committee will provide a completed application for review next month.

Chairman Swanger asked if any individuals would like to comment regarding the CDBG Scattered Site Housing Program. No public response was received. Chairman Swanger inquired if other comments had been received either via contact with the County Manager’s office or via contact with the Commissioners. There was none. Chairman Swanger clarified with Mr. Teague that that a second public hearing would be held next month.

Chairman Swanger closed the public hearing.

## **PUBLIC COMMENT SESSION**

Chairman Swanger opened the public comment session. Comments are generally limited to three minutes per individual, unless the speaker is representing a group for which the comment period may be extended to five minutes. No one addressed the Board.

Chairman Swanger closed the public comment session.

## **CONSTITUENT CONCERNS**

Commissioner Upton was asked about Tornado Alerts and the use of schools as safety areas for those who may live in trailers; Commissioner Upton added that there was most likely not enough lead time to get someone to the schools during this type of situation. County Manager Stamey explained there is a reverse 911 call system for community alerts that allows Emergency Management to issue a warning to specific areas if there is an impending tornado warning, which will do a phone call-out to those individuals. Mr. Stamey noted that Emergency Management along with local and state public safety officials work together to gauge the situation and issue warnings as necessary to notify individuals who may be in harm's way. Mr. Stamey voiced confidence in the community alert system due to improvements of weather warning technology and the existing notification system.

Vice-Chairman Kirkpatrick explained that he had a conversation with individuals regarding the promotion of Haywood County and the relationship between the Tourism Development Authority (TDA) and the Chamber of Commerce. Vice-Chairman Kirkpatrick suggested a round-table discussion with the Board, TDA, and Chamber of Commerce related to the direction they are moving in and the promotion of Haywood County. Commissioner Swanger explained that he and Commissioner Ensley also had conversations related to specific marketing of the County during the winter months.

Commissioner Ensley relayed compliments to the Haywood County EMS, based on comments from a Cardiologist in Asheville who was impressed with the expeditious transport of cardiac patients from Haywood County.

Chairman Swanger asked County Manager Stamey to schedule a meeting for all stakeholders (Board, TDA, EDC, Chamber, Downtown Waynesville Association and others) to determine strategies for continued promotion and development.

## **DISCUSSION / ADJUSTMENT / APPROVAL OF CONSENT AGENDA**

There were no adjustments to the agenda.

## **CONSENT AGENDA**

Commissioner Ensley made a motion that the consent agenda as presented be approved. Commissioner Upton seconded, and the motion carried unanimously.

- Approval of March 5, 2012 regular meeting minutes
- February 2012 Refunds, Releases, Amendments and Discoveries
- Budget Amendments:  
Julie Davis, Finance Director, explained each of the following budget amendments
  - Health – Environmental Health - \$312 – Lead poisoning prevention and education funding including sampling; these are grant funds
  - Animal Services - \$1,900 – training and temporary help expenses; amount is covered by donations and the net effect is nil, with no contingency needed.
  - Social Services - \$184,677 – additional Crisis Intervention Program funding for low income energy assistance programs for heating and cooling; 100% reimbursed to the county mostly from federal dollars
  - General Fund - \$100,000 – fuel – increase across departments from contingency
  - General Fund – various departments - \$148,485 from increased sales tax revenues.
  - County Project Fund - \$764 – Revenue/Expense increase to close out the courthouse renovation project; funds already in project

HAYWOOD COUNTY  
 BUDGET ORDINANCE AMENDMENT  
 FISCAL YEAR 2012

PER: \_\_\_\_\_  
 JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Environmental Health				-
Office Supplies	115181-526000	2,500	312	2,812
				-
				-
				-
				-
				-
				-
which will result in a net increase of \$		312	in the expenditures of the General Fund.	

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Environmental Health	110050-451380-00003	11,219	312	11,531
				-
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> day of March, 2012 Mark Swinger  
 Chairman  
 Haywood County Board of Commissioners

ATTEST  
Mark Swinger  
 Clerk to the Board

Explanation: Funds received from Environmental Health Section for Childhood Lead. Funds will be used for the home investigation of childhood lead poisoning, education, reporting and sample collection.

HAYWOOD COUNTY  
 BUDGET ORDINANCE AMENDMENT  
 FISCAL YEAR 2011-2012

PER: \_\_\_\_\_  
 JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department & Account	Account Number	Current Budget	Increase (Decrease)	Amended Budget
<i>Animal Services</i>				
Temp/part time wages	114380-512600	7,590	900	8,490
EE travel	114380-531100	1,831	500	2,331
EE training	114380-539500	1,500	500	2,000
				-

which will result in a net increase (decrease) of \$ 1,900 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
<i>Miscellaneous:</i>				
Contributions	110100-443842	491	1,900	2,391
				-
				-
			1,900	

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> of March 2012.

  
 \_\_\_\_\_  
 Chairman  
 Haywood County Board of Commissioners

ATTEST:  
  
 \_\_\_\_\_  
 Clerk to the Board

Explanation:
To appropriate the amount of the additional donations for Animal Services training, travel and additional temporary help.

HAYWOOD COUNTY  
 BUDGET ORDINANCE AMENDMENT  
 FISCAL YEAR 2011-12

PER: \_\_\_\_\_  
 JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
PUBLIC ASSISTANCE	CIP			
#115340	549910	343,203	129,481	472,684
PUBLIC ASSISTANCE	LIEAP			
#115340	549910-LIEAP	76225	50574	126,799
PUBLIC ASSISTANCE				
#115340	549918-7HEMC	54,127	4,622	58,749

which will result in a net increase of \$ 184,677 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Intergovernmental	ADMIN REIMB			
110050	453400	4,875,387	184,677	5,060,064

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> day of March, 2012

  
 Chairman  
 Haywood County Board of Commissioners

ATTEST:   
 Clerk to the Board

<b>Explanation:</b>
Increase emergency heating and cooling line items to balance with allocations. All are 100% reimbursed.
copies of allocations are attached.

HAYWOOD COUNTY  
 BUDGET ORDINANCE AMENDMENT  
 FISCAL YEAR 2011-2012

PER: \_\_\_\_\_  
 JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department line item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
General Fund - various departments				-
Fuel/Gas/Diesel	11****-525002	314,633	100,000	414,633
Contingency	119910-599100	383,656	(100,000)	283,656

which will result in a net increase (decrease) of \$ \_\_\_\_\_ in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> of March 2012.

Mark Swinger  
 Chairman  
 Haywood County Board of Commissioners

ATTEST:  
[Signature]  
 Clerk to the Board

<b>Explanation:</b>
To cover the cost of rising fuel prices - amount
anticipated last spring to be covered with contingency
if necessary.

HAYWOOD COUNTY  
BUDGET ORDINANCE AMENDMENT  
FISCAL YEAR 2011-2012

PER: \_\_\_\_\_  
JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department & Account	Account Number	Current Budget	Increase (Decrease)	Amended Budget
<b>General Gov't</b>				
Administration-new clerk educ./travel	114120-531100	1,200	2,485	3,685
Legal	114150-519204	40,000	58,000	98,000
<b>Public Safety</b>				
Detention Center - Inmate medical	114320-519302	105,000	25,000	130,000
EMS - balance to complete C/O-veh. Equipment	114370-554000	278,900	15,000	293,900
EMS - Temp./Ptime - to cover EMTs out on W/C, etc	114370-512800	101,000	48,000	149,000
<b>Health &amp; Human Services</b>				
DSS: Social Services-General	115310-512100	4,713,421	(140,000)	4,573,421
Public Assistance	115340-549916	402,258	140,000	542,258

which will result in a net increase (decrease) of \$ 148,485 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
<b>Sales taxes</b>				
Article 39 sales tax	110020-423100	4,079,086	148,485	4,227,571
			148,485	

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> of March 2012.

  
Chairman  
Haywood County Board of Commissioners

ATTEST:  
  
Clerk to the Board

Explanation:
Admin. personnel changes.
Increased legal expenses. Additional inmate medical.
EMS-additional temp/part time due to regular employees out and QRV equipment.
Reclass between 2 Social Service programs

HAYWOOD COUNTY  
 CAPITAL PROJECT BUDGET AMENDMENT  
 FISCAL YEAR 2011-2012

PER: \_\_\_\_\_  
 JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the capital project ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the Capital Project Fund - County building/repairs/construction projects, the expenditures are to be charge as follows:

Line Item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
County projects:				
C/O - courthouse renovation	454110-558000-07CHR	7,505,496	764	7,506,260

which will result in a net increase of \$ 764 in the expenditures of the Capital Project Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Other Financing Sources				
Transfers from Gen/Fund	450110-498111-07CHR	334,273	764	335,037
			<u>764</u>	

The effect on the General Fund is as follows:


Section 2. Copies of this amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 19<sup>th</sup> of March 2012.

  
 Chairman  
 Haywood County Board of Commissioners

ATTEST:  
  
 Clerk to the Board

Explanation:
To reflect, in the budget, the final amount transferred to the project in order to close-out the courthouse project.

**NEW BUSINESS**

031912

**Request approval of revised Memorandum of Understanding between the USDA Natural Resources Conservation Service and the NC Department of Agriculture Consumer Services – Division of Soil and Water Conservation and the Haywood County Soil and Water Conservation District and Haywood County**

Chairman Swanger recognized Carlyle Ferguson, Chairman of Haywood Soil and Water Conservation District. Mr. Ferguson explained that due to a legislative change, the Division of Soil and Water has been moved from the NC Department of Environment and Natural Resources to the NC Department of Agriculture and Consumer Services. The only change to the Memorandum of Understanding is the proper agency identification. Mr. Ferguson requested approval by the board of the updated memorandum of understanding. County Attorney Killian has reviewed the document with no concerns.

Commissioner Upton motioned to approve the revised memorandum of understanding between the USDA and the County as presented. Commissioner Sorrells seconded, the motion carried unanimously.

Agreement Number \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

**And the**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES - DIVISION OF SOIL AND WATER  
CONSERVATION**

**and**

**THE HAYWOOD SOIL AND WATER CONSERVATION DISTRICT**

**and**

**HAYWOOD COUNTY, NORTH CAROLINA**

**For their Cooperation in the  
Conservation of Natural Resources**

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Haywood Soil and Water Conservation District (SWCD) and Haywood County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Haywood Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

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The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

#### **AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

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DSWC is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

#### **ROLES AND RESPONSIBILITIES:**

#### **CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has responsibility to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCASCP) and other District priorities. Likewise, District staff will first address workload associated with the NCACSP, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

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Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs.

See Attachment A for a marketing profile and a summary of media outlets.

#### **TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

#### **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

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Department Head (cannot be a NRCS employee)

The parties jointly agree that Leslie Smathers will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
  - b) The management of NRCS personnel is the responsibility of NRCS.
-

c) The management of county employees is the responsibility of the **Haywood District Board of Supervisors**. In the interest of facilitating these responsibilities, the District Conservationist is delegated the authority for:

1) Technical oversight

a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.

2) Delivery of employee technical training and development

d) The Department Head will make recommendations to the Haywood District Board of Supervisors regarding the following in accordance with county government policy:

- 1) Recruitment and hiring of district employees
- 2) Employee performance evaluation, including awards, disciplinary actions, and separation
- 3) Leave coordination and approval
- 4) Certification of Time and Attendance reports
- 5) Determination and approval of training requiring expenditure of district funds
- 6) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and county personnel policies.

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Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets
  - 2) Tracking of expenditures for maintaining funding accountability
  - 3) Making recommendations regarding expenditure of funds and purchases
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**TECHNICAL AND ADMINISTRATIVE CONTACTS**

<b>NRCS</b>	<b>Technical</b>
<b>Name:</b>	Kara Cassels
<b>Title:</b>	District Conservationist
<b>Address:</b>	589 Raccoon Road, Suite 203 Waynesville, NC 28786
<b>Phone No.</b>	(828) 456-5132
<b>Fax No.</b>	(828) 452-7031
<b>E-mail:</b>	kara.cassels@nc.usda.gov

<b>NRCS</b>	<b>Administrative</b>
<b>Name:</b>	M. Alan Walker
<b>Title:</b>	ASTC – Field Operations
<b>Address:</b>	589 Raccoon Rd, Suite 246 Waynesville, NC 28786
<b>Phone No.</b>	(828) 456-6341 Ext. 5
<b>Fax No.</b>	(828) 452-7031
<b>E-mail:</b>	alan.walker@nc.usda.gov

<b>SWCD</b>	<b>Technical</b>
<b>Name:</b>	Leslie Smathers
<b>Title:</b>	Department Director
<b>Address:</b>	589 Raccoon Road, Suite 203 Waynesville, NC 28786
<b>Phone No.</b>	(828) 452-2741 x 3
<b>Fax No.</b>	(828) 452-7031
<b>E-mail:</b>	lsmathers@haywoodnc.net

<b>SWCD</b>	<b>Administrative</b>
<b>Name:</b>	Kila Thompson
<b>Title:</b>	Administrative Assistant/Finance

	<b>Officer</b>
<b>Address:</b>	589 Raccoon Road, Suite 203 Waynesville, NC 28786
<b>Phone No.</b>	(828) 452-2741 x 3
<b>Fax No.</b>	(828) 452- 7031
<b>E-mail:</b>	kthompson@haywoodnc.net

**RECORDS, FACILITIES, AND EQUIPMENT**

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** The County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** The signatories will work cooperatively to provide office space for the District and NRCS employees at the USDA Service Center. Costs associated with office space will be addressed in separate lease documents.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes

#### **FEE FOR SERVICES**

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

From time to time the Haywood Soil and Water Conservation District may

- sell materials (i.e. native species plants)
- 
- solicit sponsorship for special events, or community/educational workshops
  - general fundraising

#### **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

#### **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

#### **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

#### **CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

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**REVIEW/MODIFICATION/TERMINATION**

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE  
NATURAL RESOURCES  
CONSERVATION SERVICE

NCDA&CS-DIVISION OF SOIL AND  
WATER CONSERVATION

By: \_\_\_\_\_  
State Conservationist

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

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

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

HAYWOOD SOIL AND WATER  
CONSERVATION DISTRICT

HAYWOOD COUNTY

By: Charles Ferguson  
Chairperson

By: Mark Swanger  
Chairman  
Title: Board of County Commissioners

Date: 2-21-12

Date: 03-19-2012

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**Request approval of Joint Resolution of the Town of Clyde and Haywood County for Flood Ordinance Administration**

Chairman Swanger recognized Kris Boyd, Planning Director. Mr. Boyd explained that Haywood County has been administering the Flood Ordinance for the Town of Clyde since 2005. Due to the updating of the flood maps, revalidation of the resolution is required. County Attorney Killian has reviewed with no concerns.

Commissioner Ensley motioned to approve the joint resolution of the Town of Clyde and Haywood County for Flood Ordinance Administration. Commissioner Upton seconded, the motion carried unanimously.

JOINT RESOLUTION OF THE TOWN OF CLYDE AND HAYWOOD COUNTY

WHEREAS, the Town of Clyde requested in 2006, that Haywood County exercise and enforce the "Flood Damage Prevention Ordinance" of Haywood County within the town limits of the Town of Clyde and within the extraterritorial jurisdiction of the Town of Clyde pursuant to NCGS 160A-360(d);

AND, WHEREAS, the Town of Clyde has adopted a new "Flood Damage Prevention Ordinance" as of March 2, 2011 which mirrors Haywood County's Flood Damage Prevention Ordinance and the Town wishes that Haywood County continue to enforce the "Town of Clyde Flood Damage Prevention Ordinance" within the corporate limits and extraterritorial zoning area with the exception of Variance Procedures which will fall back on the Town of Clyde Board of Zoning Adjustment;

NOW, THEREFORE, it is hereby resolved that:

1. The Town of Clyde relinquishes its jurisdiction within its corporate limits and extraterritorial zoning area with regard to the enforcement of the "Town of Clyde Flood Damage Prevention Ordinance" within the town limits and extraterritorial zoning jurisdiction of the Town of Clyde with the exception of the Variance Procedures.
2. Haywood County agrees to exercise said jurisdiction to enforce the "Town of Clyde Flood Damage Prevention Ordinance" within the town of limits and extraterritorial zoning jurisdiction of the Town of Clyde with the exception of the Variance Procedures.

ADOPTED by the Town of Clyde this 14 day of March, 2012, and by Haywood County this 19 day of March, 2012.

TOWN OF CLYDE

by: Jerry Walker  
Mayor

HAYWOOD COUNTY

by: Mark Swanger  
Chairman, Board of Commissioners

ATTEST:

Sheila Kerppatrick  
Town Clerk

[Signature]  
County Manager

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**Property Tax Commission Appeals**

031912

Chairman Swanger recognized David Francis, Tax Administrator. Mr. Francis noted that there were two property tax commission appeals. Mr. Francis noted that the NC Department of Revenue (NCDOR) revisited property 8635-28-2678 and discoveries made which affected the value of the property including cracks in the foundation and inside walls due to settling and mold issues. The change to the valued amount is from \$128,400 to \$119,300.

The second property, 7677-02-8841, included an odd shaped lot with poor access; the recommended adjustment was 30%. The change to the valued amount is from \$63,400 to \$44,400.

Commissioner Ensley motioned to approve the recommended property values for parcels 8635-28-2678 and 7677-02-8841 as suggested by the NC Department of Revenue; Commissioner Upton seconded, the motion carried unanimously.

### **Request approval of revisions to the Haywood County Flood Properties Policy for Use and Maintenance and the Property Lease Agreement**

Chairman Swanger recognized Claire Carleton, Director, Recreation and Parks. Ms. Carleton presented the proposed changes to the Haywood County Flood Properties Policy for Use and Maintenance and the proposed changes to the Property Lease Agreement. The Recreation Board approved the changes. County Attorney Killian reviewed both documents with no additional changes.

Vice-Chairman Kirkpatrick made a motion to approve the revisions to the Flood Properties Policy for Use and Maintenance and Property Lease Agreement. Commissioner Upton seconded, the motion carried unanimously.

### **Approval of New Buyout Property Lease Agreement**

Ms. Carleton presented a new buyout property lease agreement for approval. The parcel number is 8637-52-0314 in Clyde and will be used for a personal garden.

Commissioner Upton made a motion to approve the new buyout property lease agreement. Commissioner Ensley seconded, the motion carried unanimously.

### **Approval of Two Buffer Property Lease Request**

Ms. Carleton presented two buffer property lease requests for approval. Parcel number 8637-72-9522 in Clyde will be used for a personal garden with all produce to be given to needy individuals in nursing homes. The second parcel, 8637-82-7071 will also be used as a personal garden.

Commissioner Upton made a motion to approve the two buffer property lease requests. Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

**Request approval of revised contract for signage project from Blue Ridge National Heritage Area**

Chairman Swanger recognized Angie Chandler, Executive Director, Blue Ridge National Heritage Area. Ms. Chandler requested approval for the next phase of the signage project that is client and engineering services with Mattern & Craig, Inc. This agreement will allow for preparation of bid documents for fabrication and installation and final engineers' cost estimates.

Ms. Chandler explained about the funding of the project and the connection with Haywood County. The grant of \$426,736 was allocated by the NC Department of Transportation (NCDOT) and requires a government entity to serve as the pass-through for the funding. Haywood County has graciously offered to serve in this capacity with no cost to the county.

County Attorney Killian added that there is one change to the document that he and Ms. Davis discussed, and would like approval of the contract with the following addition: in the hold harmless paragraph, the addition of *and Haywood County* to the first sentence so that both Haywood County and BRNHA will be protected.

Vice-Chairman Kirkpatrick motioned to approve the revised contract with specific hold harmless language as County Attorney Killian described. Commissioner Upton seconded, the motion carried unanimously.

**CLIENT AND ENGINEER  
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into at Asheville, North Carolina effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between:

**ENGINEER:**

Name: Mattern & Craig, Inc.  
Address: 12 Broad Street  
Asheville, NC 28801  
Phone: (828) 254-2201

**CLIENT:**

Name: Haywood County & Blue Ridge  
National Heritage Area  
Address: 195 Hemphill Knob Road  
Asheville, NC 28803  
Phone: (828) 298-5330

The project upon which the services hereinafter described are to be performed is located at 80 sign locations throughout the 25 Western North Carolina counties comprising the Blue Ridge National Heritage Area, and is herein referred to as the Blue Ridge National Heritage Area Trails Project.

**Services:**

- Pre Construction Assistance
  - Prepare Opinion of Probable Cost based on design information provided by Client and Project Design Consultant, NCDOT Standard Specifications and National Park Service Wayside Exhibit Guidelines
  - Provide assistance to Client in determining local government regulatory requirements and in preparing permit application packages and obtaining any required municipal/local government approval of proposed sign installation location (not including any permit or related application fees). One contact will be made with each jurisdiction to determine requirements and one application package (utilizing Client provided sign panel and base design and location map) per jurisdiction will be prepared as required
  - Provide one (1) review of Client provided sign panel design and location map for each sign (80) for constructability and completeness of bid documents
  
- Contract Documents, Bidding and Award
  - Prepare project Contract Documents in accordance with NCDOT bidding requirements for informal bidding of projects
  - Provide separate contracts for sign base and panel fabrication and sign base and panel installation
  - Prepare project specifications based upon design information provided by Client and Project Design Consultant, NCDOT Standard Specifications and National Park Service Wayside Exhibit Guidelines
  - Submit Contract Documents and Specifications to Client and NCDOT for review
  - Revise Contract Documents and Specifications in response to up to two (2) rounds of comments received from Client and/or NCDOT
  - Advertise and/or notify prospective contractors of project and solicit bids
  - Reproduce project plans, specifications and contract documents for distribution to prospective bidders, Client and NCDOT
  - Conduct a pre-bid meeting to inform prospective contractor of project requirements
  - Conduct public bid opening
  - Provide signed/sealed bid tabulation and recommendation of award

Not included in these Services:

- Construction Administration and Observation
- Site visits to sign locations
- Meeting with local/regional government agencies regarding sign locations
- Design or revision of design to any sign panel
- Design of sign base
- Location map or installation location identification for any sign
- Additional reviews of Client provided sign panel design and location map for constructability and completeness of bid documents
- Right of Way or easement negotiation or acquisition
- Bidding of project more than once
- Services beyond the bidding and award phase of the project
- Any other service not specifically identified above

To be provided by Client:

- Final sign panel designs in a form suitable for inclusion in Contract Documents
- Sign fabrication details and requirements
- Sign base design in a form suitable for inclusion in Contract Documents
- Location maps for sign installation locations
- Fees for advertising (if required)
- Permit fees (if required)

Fee:

- Payment for the hereinabove described services will be on a lump sum basis in the amount of **\$29,929.92**. Billing will be on a monthly basis for the percentage of overall services rendered during the preceding month. A retainage of no more than 10% of each invoiced amount may be withheld by the Client until substantial completion of the project.
- Fees for additional services beyond the above described scope of services and requested by the Client will be based on the following rate hourly schedule:
  - Principal-in-Charge - \$145, Project Manager/Senior Engineer-\$ 108, Engineer - \$97
  - Engineering Technician - \$ 65, Clerical - \$56

To be compensable, any and all such additional services must be expressly authorized by the client in writing prior to the Engineer engaging in such additional services.

Time of Completion (from receipt of signed Agreement):

- Opinion of Probable Cost – 45 calendar days from notice to proceed
- Contract Documents and Specifications submitted to Client/NCDOT for review– 30 calendar days from receipt of all sign and sign location information from Client
- Advertise/seek bids – upon approval of documents by Client and NCDOT

**Hold Harmless** The Blue Ridge National Heritage Area and Haywood County assume no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages, claims, or losses arising out of any negligent act, error or omission undertaken by the Contractor under this Agreement, whether with respect to persons or property of the Contractor or third parties. The Contractor agrees to obtain adequate insurance to protect it and others from such claims. The Contractor agrees to fully defend, indemnify and hold harmless the Blue Ridge National Heritage Area, Haywood County, their officers and employees, from any and all claims, awards, judgments, damages, costs, fees and expenses, including but not limited to attorney's fees, arising out of or resulting from any negligent act, error or omission of the Contractor. The Contractor will provide proof of such insurance to the Blue Ridge National Heritage Area and Haywood County and will notify the Blue Ridge National Heritage Area and Haywood County within three (3) business days of any changes (e.g., reduction in coverage amount, cancellation of policy) to the insurance policy.

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Provisions, which are attached hereto and incorporated herein. Additionally, our agreement shall include, and shall be subject to the BLUE RIDGE NATIONAL HERITAGE AREA, INC. GENERAL CONTRACT PROVISIONS contained in Attachment A and incorporated herein.

If you concur and wish us to proceed with the services described above, please have both enclosed originals of this Agreement executed by a properly authorized individual in the space provided. Retain one and return the other. Times stated in this agreement are valid for sixty (60) days from the date executed by the Engineer.

ENGINEER:

By James Voss  
 Title: Principal-in-Charge  
 Date March 15, 2012

CLIENT:

HAYWOOD COUNTY  
 By Mark Swanson  
 Title: Chairman, Board of County Commissioners  
 Date 03-19-2012

BLUE RIDGE NATIONAL HERITAGE AREA:

By Aric Marshall  
 Title: Executive Director  
 Date 3-22-2012

**Appointment of Extraterritorial Jurisdiction (ETJ) Representative to Maggie Valley Planning Board**

Chairman Swanger recognized County Manager Stamey. Mr. Stamey explained that he received a letter from Tim Barth, Maggie Valley Town Manager, requesting Catherine Young be appointed as the ETJ representative to the Maggie Valley Planning Board. Ms. Young has previously served on the Zoning Board.

Commissioner Upton motioned to approve the appointment of Catherine Young as the ETJ representative to the Maggie Valley Planning Board. Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

**CLOSED SESSION**

Commissioner Ensley made a motion to enter into Closed Session for Attorney/Client Privilege as provided in G.S. §143-318.11(a)(3). Commissioner Upton seconded, and the motion carried unanimously.

The Board returned from closed session.

**ADJOURNMENT**

Commissioner Upton made a motion to adjourn the regular Board meeting. Commissioner Ensley seconded, and the motion carried unanimously.

The time of adjournment was 7:20 p.m. The DVD is attached by reference to the minutes.

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CLERK

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CHAIRMAN