

## **HAYWOOD COUNTY COMMISSIONERS**

**REGULAR MEETING – October 6, 2014**

### **CALL TO ORDER**

Chairman Mark S. Swanger convened the regular meeting of the Haywood County Board of Commissioners at 9:00 a.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 L. Upton present. Staff members present were County Manager Ira Dove, County Attorney Leon M. “Chip” Killian, III, Finance Director Julie Davis, Public Information Officer David Teague, and Executive Assistant/Deputy Clerk Candace Way.

### **PLEDGE OF ALLEGIANCE**

Chairman Swanger led the Pledge of Allegiance.

Commissioner Ensley offered the invocation.

### **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.

There were no public comments.

### **CONSTITUENT CONCERNS**

Commissioner Ensley acknowledged the hard work of the volunteers during Ty Pennington Day at the renovation of the old prison site. He specifically thanked Sheriff Christopher for his efforts in this project. He commented how good it was to see everyone from all political arenas working together for a common purpose. He challenged local churches to be part of this faith based program.

Commissioner Sorrells concurred, stating that it was a great event for Haywood County. He also commented that he had attended the Crabtree/Ironduff Community BBQ for their annual fund raiser. He stated that all money goes to college scholarships for students in that community and it was a fun event for a great cause.

### **ADMINISTRATIVE/AGENCY REPORTS**

There were no reports.

### **DISCUSSION / ADJUSTMENT TO AGENDA**

There were no discussions/adjustments to the agenda

### **CONSENT AGENDA**

Commissioner Upton made a motion to approve the consent agenda as presented.

Commissioner Ensley seconded, the motion carried unanimously.

1. Approval of September 15, 2014 regular meeting minutes.
2. Budget Amendment – Julie Davis, Finance Director
  - a. General Fund - Health and Human Services Agency - \$6,971 – prior year’s local donations moved into the current year to cover the Healthy Haywood Fitness Challenge.

Ms. Davis explained that this is money left over from last year’s program going into this year for the Healthy Haywood program.

HAYWOOD COUNTY  
BUDGET ORDINANCE AMENDMENT  
FISCAL YEAR 2014-2015

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, 2015.

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
Health & Human Services:				-
Adult Health Services:				-
Special programs	115151-523100	14,000	6,971	20,971
				-
				-

which will result in a net increase (decrease) of \$ 6,971 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
Sales & Services:				-
Healthy Haywood fees	110070-451426	14,000	6,971	20,971
			6,971	

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

Adopted this the 6 of October, 2014.

Mark Swartz  
Chairman  
Haywood County Board of Commissioners

ATTEST: Eric Day  
Clerk to the Board

Explanation:
To appropriate the amount of prior year revenue that was deferred in the prior year, so that it can be utilized in the current year for the Healthy Haywood program.

b. Capital Project Fund – Public School Buildings - \$220,000 – NC Education Lottery funding to cover Jonathan Valley roof replacement.

Ms. Davis explained that this is lottery funding for a school capital project for the Jonathan Valley School roof replacement. She reminded the Board that they had recently approved the application for this project, noting that there was \$13,000 for the architect fees along with the \$220,000. DPI has since approved this application and the project can now proceed.

HAYWOOD COUNTY  
CAPITAL PROJECT ORDINANCE AMENDMENT  
FISCAL YEAR 2014-15

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, 2015.

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

Line Item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
C/P Fund - School - ADM/LOTTERY				
Jonathan Valley Elem. School roof repl.				
Prof. Svcs - Architect	495976-519917-SLOT1	13,000	-	13,000
C/O - other building costs	495976-558002-SLOT1	-	220,000	220,000
				-
				-
				233,000

which will result in a net increase of \$ 220,000 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
Restricted Intgvtl - LOTTERY Fund	490050-459365-SLOT1	13,000	220,000	233,000
				-
			220,000	233,000

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

Adopted this the 6 day of October, 2014.

Mark Swartz  
Chairman  
Haywood County Board of Commissioners

ATTEST: Eric Day  
Clerk to the Board

Explanation:
To appropriate the amount from the NC Lottery to cover the cost of the construction of the roof repair at the Jonathan Valley Elementary School.

3. Sheriff's Office Contract over \$50,000 – Southern Software annual contract – from Maintenance Contract 2014-2015 Budget - \$55,933 – Sheriff Greg Christopher. Sheriff Christopher explained that the cost for Southern Software has increased since Emergency Operations is now under the Sheriff's Office. He noted that this is a budgeted cost.

## **NEW BUSINESS**

### **Request approval of resolution in support of restoring State aid to the Aid to Public Libraries Fund and protect the equitable distribution formula developed by the State Library Commission**

Chairman Swanger recognized Library Director, Sharon Woodrow. Ms. Woodrow explained that on behalf of the president of the North Carolina Public Library Association, she is requesting that the Board pass this resolution as presented. She read the resolution to the Board.

Vice-Chairman Kirkpatrick commented on how much the library is used, noting that with access to the internet, one would think that library usage would decrease, but it doesn't reflect that with this library.

Ms. Woodrow agreed, also making note of the County historical information on the website. She stated that they had worked hard for the past few years putting this in digital format, and encouraged the community to share what they may have.

Commissioner Swanger noted that if anyone is aware of older family cemeteries that they would like included on the database to get in touch with the library.

Commissioner Upton noted that Fines Creek had done a great job of preserving what they have.

Vice-Chairman Kirkpatrick made a motion to approve the resolution in support of State aid to the Library as read and was seconded by Commissioner Upton. The motion passed unanimously.



RESOLUTION  
IN SUPPORT OF THE RESTORATION OF STATE AID FUNDING TO PUBLIC  
LIBRARIES TO PRE-2011 LEVELS AND PROTECT THE EQUITABLE  
DISTRIBUTION FORMULA DEVELOPED BY THE STATE LIBRARY  
COMMISSION

WHEREAS, Haywood County is an active member in good standing of the North Carolina Association of County Commissioners (NCACC); and

WHEREAS, public libraries are integral to our communities as centers of lifelong learning accessible to all citizens; and

WHEREAS, public libraries are critical contributors to local workforce development by providing access to computers, job search assistance, small business support, and help with educational goals; and

WHEREAS, public libraries offer free early literacy programs and materials to ensure that all children can attain the skills needed for success in the formal classroom; and

WHEREAS, support for public libraries is a matter of state policy as described in N.C.G.S. 125-7; and

WHEREAS, State Aid is a critical component of each library's operating budget. It is distributed to the 80 library systems by a population and per capita income-based formula developed by the State Library Commission; and

WHEREAS, State Aid supplements – but does not replace – local funding for libraries.

NOW, THEREFORE, BE IT RESOLVED that the Haywood County Board of Commissioners requests the North Carolina General Assembly to restore State Aid funding of Public Libraries to the pre-2011 level of \$15.7 million and eliminate special provisions that distribute State Aid outside of the equitable formula developed by the State Library Commission.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the local Legislative Delegation to the North Carolina General Assembly and to the North Carolina Association of County Commissioners

ADOPTED this 6th Day of October, 2014 by the Haywood County Board of Commissioners

  
Mark Swanger, Chairman  
Haywood County Board of Commissioners

Attest:   
Ira Dove, County Manager  
Clerk to the Board of Commissioners

# Request approval of Memorandum of Understanding between Haywood County Health and Human Services Agency, Public Health Services Division and Good Samaritan Clinic/Mountaintop Health Care of Haywood County

Chairman Swanger recognized Public Health Services Division Director, Carmine Rocco. Mr. Rocco explained that this Memorandum of Understanding has the support of each of the participating agencies, reviewed by both medical directors and approved by the respective boards. He noted that the purpose of the MOU is to collaborate to increase the access of quality health care to adult patients, especially for at risk and indigent adult populations.

Commissioner Sorrells stated that putting together this memorandum will really help this whole situation.

Commissioner Sorrells made a motion to approve the Memorandum of Understanding between Haywood County Health and Human Services Agency, Public Health Services Division and Good Samaritan Clinic/Mountaintop Health Care of Haywood County. Vice-Chairman Kirkpatrick seconded the motion and it passed unanimously.

Memorandum of Understanding (MOU) between Haywood County Health and Human Services Agency, Public Health Services Division and Good Samaritan Clinic/Mountaintop Health Care of Haywood County  
October 10, 2014

## AGREEMENT

This Memorandum of Understanding (MOU) is made and entered into as of the 10<sup>th</sup> day of October, 2014 by and between Haywood County Health and Human Services Agency, Public Health Services Division (hereinafter "HCHSA, PHSD") and the Good Samaritan Clinic of Haywood County/Mountaintop Healthcare (hereinafter "GSCMH") (each being referred to from time to time as "party," and collectively as "parties"). The Good Samaritan Clinic of Haywood County has a contracting partner, Mountaintop Healthcare, which shall work under the direct supervision of The Good Samaritan Clinic.

## RECITALS

WHEREAS, HCHSA, PHSD has primary care provider time available; and  
WHEREAS, GSCMH desires to partner with HCHSA, PHSD to receive the above resources from HCHSA, PHSD; to serve adult indigent primary healthcare needs and  
WHEREAS both parties desire to reduce the terms of this agreement to writing;  
NOW, THEREFORE, in consideration of the above recitals and mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## 1.0 Purpose

The goal of the parties is to collaborate to increase access of compassionate, quality healthcare services to adult patients of GSCMH and HCHSA, PHSD in Haywood County, especially for at-risk and indigent adult populations. The purpose of this agreement is to identify the roles and responsibilities of each party as they relate to providing primary care within the GSCMH facility. It is not the intent of the parties to form a legal partnership or other entity; rather, it is the intent of the parties to increase the levels of clinical service and medical assistance available to eligible members of the community. This agreement will address arrangements for the parties to share clinical provider time and services.

## 2.0 Term

This Agreement will commence on July 1, 2014 (the "Effective Date") and shall terminate on June 30, 2015. The Agreement may be renewed for another twelve (12) month periods ("Renewal Terms"), unless earlier terminated by either party by written notice to the other party upon 30 days written notice to the address set forth in this Agreement.

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## 3.0 Services

Subject to the terms and conditions of this Agreement, the Parties agree to provide the following services starting on the Effective Date and continuing through the conclusion of the Initial Term and any Renewal Terms:

(a) **Services.** "Provider Clinical Services" means primary medical care provided by physician extenders (i.e. physician's assistant or nurse practitioner). It is the intent of the parties that each may refer cases for medical care to each other as necessary depending upon the availability of HCHSA, PHSD and GSCMH providers as deemed appropriate by the providers during usual hours of operation. GSCMH Clinical and Support Staff will work cooperatively with HCHSA, PHSD Clinical and Support staff to meet the adult outpatient services need of GSCMH indigent primary care patients. Regular monthly meetings of the parties will take place to review the provision of services and referrals by the parties.

(f) HCHSA, PHSD will make available to GSCMH up to 0.5 Full Time Equivalent ("FTE") annually for the provision of primary care as set forth in Schedule A attached hereto and incorporated herein by reference. HCHSA, PHSD clinical providers shall not be required to perform hospital inpatient management or to provide after-hours or on-call service unless otherwise agreed in writing or provided voluntarily at the discretion of HCHSA, PHSD provider and with approval of their supervisor. Pursuant to the Memorandum of Understanding between the parties, GSCMH patients will receive the same clinical treatment as any other HCHSA, PHSD patient in terms of quality of services. The work of the HCHSA/PHSD provider shall be limited to indigent patients for whom no means of payment is expected.

(b) **Right to Decline.** Notwithstanding anything to the contrary herein, HCHSA, PHSD reserves the right at any time to decline or cease to provide services with respect to any patient/client based on any of the following: 1) federal, state, or local regulatory prohibitions, 2) documented compliance risks which HCHSA, PHSD is unable to mitigate, 3) a conflict of interest in the form of an existing contractual obligation to a client 4) a determination by HCHSA, PHSD that a client is outside the scope of the provider or an agency policy.

(c) **Compliance with Policies, Procedures, and Protocols.** Notwithstanding anything herein above to the contrary, all services provided by HCHSA, PHSD and GSCMH must comply with their respective policies, procedures and/or protocols adopted from time to time by their respective governing board/bodies.

## 4.0 Severability

The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

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## 5.0 Notices

All notices provided for or required by this Agreement shall be in writing and shall be delivered personally to the other designated party, or mailed by certified mail, return receipt requested, or delivered by a recognized international courier service, as follows:

(a) If to Haywood County Health and Human Services Agency, Public Health Services Division (hereinafter "HCHSA, PHSD")

Attn: Iria Dove  
Haywood County Manager,  
157 Paragon Parkway Suite 800  
Clyde, NC 28721

If to Good Samaritan Clinic of Haywood County/Mountaintop Healthcare (hereinafter "GSCMH")

Attn: Donde Bennett, Executive Director  
Good Samaritan Clinic of Haywood County/Mountaintop Healthcare  
34 Sims Circle  
Waynesville, NC 28786

(b) All notices provided for or required by this Agreement shall be effective (i) when delivered.

(c) Either party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with the provisions of this Section.

## 5.0 Supervisory Statement

There will be a supervisory statement signed by the Physician Assistant and the Medical Director providing primary supervision at each practice site in order to satisfy requirements of the North Carolina Medical Board. The supervisory statement shall be maintained at each practice site and available to the parties upon request.

## 6.0 Liability Insurance/Malpractice Coverage

Both parties agree to assure or provide liability insurance/malpractice coverage for the medical directors and clinical providers individually by each organization for their respective employees/volunteers.

Each party agrees to supervise and be responsible for all of the actions and activities of their respective employees/volunteers. GSCMH as the landlord for the premises, shall maintain premises liability insurance to insure both parties against actions brought by third parties against either party, with insurers reasonably satisfactory to HCHSA, PHSD, with the following insurance coverage: (i) worker's compensation insurance as required by the law of the state where services are rendered; and (ii) commercial general liability insurance including broad form contractual liability coverage with a \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. Insurance of GSCMH shall be deemed primary for injuries caused by the negligence or willful misconduct of GSCMH.

Each party shall carry professional liability insurance to cover their respective employees/volunteers for insurable acts committed or occurring on the premises, in the minimum annual coverage amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with an insurance company satisfactory to the other party. Documentation of adequate coverage will be made available to the parties upon request.

## 7.0 Emergency Coverage

In case of illness or other unforeseen events that would prohibit existing assigned clinical staff to provide clinical services for GSCMH, the HCHSA, PHSD will reasonably try and provide clinical coverage, if possible and feasible.

## 8.0 Billing

Both parties agree that no billable clinical services will be provided by the Physician Assistant or Nurse Practitioner from HCHSA, PHSD while serving GSCMH Clients at the GSC clinic site.

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SIGNATURE PAGE

_____	_____
Hank Kumpf, Chairman Mountaintop Health Care	Date
_____	_____
Dave Riggs, Chairman Good Samaritan Board	Date
_____	_____
Donda Bennett, Executive Director Good Samaritan Clinic	Date
_____	_____
Albert J. Osbahr, III, MD Medical Director, HCHHSA, PHSD	Date
_____	_____
Jonathan White, MD Medical Director, GSC/MH	Date
_____	_____
Carmine F. Rocco, Health Director Health Director, Public Health Services Division, Haywood County Health and Human Services Agency	Date
	10/6/2014
Ira Dove Interim Director, Haywood County Health and Human Services Agency	Date
	10/6/2014
Ira Dove Haywood County Manager	Date

**Request approval of resolution from Solid Waste for Declaration of Surplus Property for the donation of a 1992 Ford Super Duty F450 truck and green recycle trailer to the Haywood County Fairgrounds**

Chairman Swanger recognized Solid Waste Director, Stephen King. Mr. King explained that per statute, and after required advertisement, Solid Waste is able to dispose of the referenced equipment. He noted that as the County moves to single stream, this particular equipment is no longer needed. The fairground does have a need, therefore they are requesting this transfer of equipment to the Fairgrounds.

Commissioner Ensley commented that the Fairgrounds appreciates Solid Waste making this available. He stated that the water truck that was given to the Fairgrounds by the Sheriff's Office doesn't run anymore, and they have to pull it around to water the arena. He stated that the trailer is needed for storage and transportation between Buildings A and B.

Commissioner Ensley made a motion to approve the resolution for disposition of property donations and declaration of surplus property for the donation of the 1992 Ford Super Duty truck and trailer as presented and Vice-Chairman Kirkpatrick seconded. The motion passed unanimously.



**RESOLUTION  
DECLARING PROPERTY SURPLUS  
AND DONATING PROPERTY**

**WHEREAS**, N.C.G.S. 160A-280 authorizes any governmental unit to donate personal property to another governmental unit or non-profit; and

**WHEREAS**, the Haywood County Solid Waste Management Department wishes to donate the following surplus personal property in its possession to the Haywood County Fairgrounds:

One 1992 Ford F-450 Super Duty Truck – VIN # 2FDLF47M7NCA38722, Asset # 742 and  
One green recycle trailer #014

no longer of use to the county; and

**WHEREAS**, The Board of County Commissioners of Haywood County is authorized to declare surplus and adopt a resolution for this donation of surplus personal property; and

**WHEREAS**, Haywood County Fairgrounds is a non-profit unit, and could use this surplus equipment to haul supplies as needed around the grounds.

**NOW, THEREFORE, BE IT RESOLVED** that The Board of County Commissioners of Haywood County meeting in general session on Monday, October 6, 2014, does the following:

1. Hereby authorizes the Haywood County Purchasing Manager to declare surplus:  
One 1992 Ford F-450 Super Duty Truck – VIN # 2FDLF47M7NCA38722, Asset # 742 and  
One green recycle trailer #014
2. Agree to donate the above vehicle and trailer to the Haywood County Fairgrounds.

**ADOPTED** this 6th day of October, 2014.

  
Mark S. Swanger, Chairman  
Haywood County Board of Commissioners

**ATTEST:**  
  
Ira L. Dove, County Manager  
Clerk to the Board of Commissioners

# Request approval to receive a \$15,000 grant from the Cherokee Preservation Foundation to support the Haywood County Youth Council through the Cooperative Extension 4-H Program

Chairman Swanger recognized 4-H Extension Agent, Coley Bartholomew. Ms. Bartholomew provided a background on the grant program stating that they have successfully completed the first part of the grant cycle which spans from October 2011 to February 2013. She noted that the initial allocation was for \$20,000, the second for \$15,000 and the third was for \$10,000. She said that these allocations enable them to purchase curriculum, travel, covers the cost of leadership training, and other various opportunities. She noted that over 2000 youth are served by this program.

Commissioner Sorrells made a motion to approve the acceptance of the \$15,000 grant from the Cherokee Preservation Foundation as presented and Commissioner Upton seconded. The motion passed unanimously.



September 19, 2014

Please find enclosed the grant contract letter for your organization's approved grant from the Cherokee Preservation Foundation for the fall 2014 grant cycle.

Please note that there are two copies of the letter. Please have the appropriate person(s) sign both copies of the letter and mail one signed letter back to: Deb Owle, Cherokee Preservation Foundation, PO Box 504, Cherokee NC 28719. The other is for your files.

Also please make note of the highlighted areas within the letter. These areas discuss grantee orientation as well as when the grant final and financial report is due.

If there are any questions please do not hesitate to contact Deb Owle at 828-497-5550 or by email [dowle@cherokeepreservation.org](mailto:dowle@cherokeepreservation.org).

PHONE: 828.497.5550 FAX: 828.886.9524  
EMAIL: INFO@CPFDN.ORG WEBSITE: 71 JOHN CROWE HILL ROAD P.O. BOX 504, CHEROKEE, NC 28719

#### Use and Expenditures of Grant Funds

Under the applicable laws of the United States, all grant funds must be expended solely for educational, scientific, literary, or charitable purposes. Accordingly, this grant, as well as any interest earned thereon, is to be used exclusively for the specific charitable purpose described above, and substantially in accordance with the attached approved budget (Attachment A) and the approved grant work plan (Attachment B), which are incorporated herein by reference.

#### Limitations on Budget Line Item Reallocations

The Foundation allows the grantee at its discretion the right to reallocate funds from one line item to another within the approved grant budget subject to the following limitations:

- For Personnel line items, including *Salaries/Wages, Fringe Benefits, Indirect Cost, and Honoraria/Stipends*, a maximum increase of 10% of funds in any individual line item.
- For all other line items, in the categories including *Contracted Services, Operating Expenses, Major Capital Purchases and Other Expenses*, a maximum increase or decrease of 25% in any individual line item.
- No new line items may be created within the approved budget.
- The fiscal agent fee, if any, may not be increased.

Any budget amendments needed beyond these specific limitations must be requested in a letter to the Foundation. The Foundation staff will review the budget amendment request and issue a letter of approval or declination to you. Budget amendment requests must be approved by the Foundation prior to any expenditures being made outside the reallocation limitations described above.

#### Disbursement of Funds

Disbursement of grant funds is contingent on receipt by the Cherokee Preservation Foundation of a countersigned copy of this grant letter. Please indicate on the countersigned copy of the grant letter the name and address of the organizational official to whom the check is to be sent.

#### Payment Schedule

Following receipt of notification of Haywood County Cooperative Extension's acceptance of the grant, funds will be disbursed to the organization in a single payment within 30 days of the Foundation receiving an original signed copy of this letter, per instructions noted on the bottom of Acceptance Sheet.

#### Programmatic and Financial Reports Pertaining to Organizations with 501(c)(3) Nonprofit Status

By law, the Foundation must require grantees to report on the use of grant funds at least annually. Accordingly, Haywood County Cooperative Extension shall submit full and complete narrative and financial reports at the end of the grant period. The narrative report shall describe the manner in which grant funds have been spent and the progress made during the period of the grant toward the accomplishment of the purposes of the grant. The organization should also keep the Foundation informed of progress under the grant periodically during the course of the grant period. The financial report shall provide an accurate accounting of the expenditure of funds and should be prepared in a manner consistent with generally accepted accounting practices. The financial report should include a comparison of actual expenditures to budgeted expenditures according to the project budget, which is attached to this letter.



September 15, 2014

Ms. Coley Phillips Bartholomew  
4-H Extension Agent  
Haywood County Cooperative Extension  
Haywood County Center  
589 Raccoon Rd., Suite 118  
Waynesville, NC 28786

RE: Grant# SMPS-1135/00001134 FY2014 (FA)

Dear Ms Phillips Bartholomew:

We are pleased to inform you that the Board of Directors of the Cherokee Preservation Foundation has approved a grant to Haywood County Cooperative Extension for \$15,000.00. This grant is being made in response to this organization's proposal directed to the Foundation during the fall 2014 Grant application period.

*This notification letter is your contract with the Cherokee Preservation Foundation. Please ensure that all persons responsible for use of grant funds, programmatic reporting and financial reporting are familiar with its terms and conditions.*

This grant is being made subject to and on the following terms and conditions.

#### Purpose of Grant

The purpose of this grant is to support the continuation of the Haywood County Youth Council.

#### Period of Grant

The Foundation expects your organization to use the grant monies over a period of 12 months.

#### Grantee Requirements

**You will be required to attend a Grantee Orientation session before your grant award check is issued.** Grantee orientation is scheduled for Wednesday, September 24, 2014 or Thursday, September 25, 2014. Please choose **ONLY one of the dates to attend!**

#### Strengthening Your Organization or Tribal Program

The Foundation wants to help your organization get continually better at serving the community. We encourage you to pursue trainings, workshops and/or professional development to increase your internal capacity. Please note:

1. Our grant application requires you to document what you have done in the way of capacity building in the past year.
2. The Foundation offers Organizational Development grants that pay for these activities (to attend training or get consultant help in financial management, leadership development, fundraising planning, program design, marketing and communications, and more).

PHONE: 828.497.5550 FAX: 828.886.9524  
EMAIL: INFO@CPFDN.ORG WEBSITE: 71 JOHN CROWE HILL ROAD P.O. BOX 504, CHEROKEE, NC 28719

#### Programmatic and Financial Reports Pertaining to Grantees Using a Fiscal Agent

By law, the Foundation must require grantees to report on the use of grant funds at least annually. Since this grant has a Fiscal Agent, it will be the responsibility of the Fiscal Agent to submit to the Foundation complete and authorized narrative and financial reports at the requested times. The narrative report is to be completed by the project director and signed by both the project director and the Fiscal Agent. The narrative report shall describe the manner in which grant funds have been spent and the progress made during the period of the grant toward the accomplishment of the purpose of the grant. The financial report is to be completed by the Fiscal Agent or the project director and both shall sign the report. The financial report shall provide an accurate accounting of the expenditure of funds and should be prepared in a manner consistent with generally accepted accounting practices. The financial report should also include a comparison of actual expenditures to budgeted expenditure according to the project budget, which is attached to this letter. The Fiscal agent will attach the financial report to the narrative report and submit to the Foundation.

#### Reporting Due Dates

**The required narrative and financial reports will be due by the dates indicated in the table below. Please mark this due date on your calendar!!**

<u>Date Report Due</u>	<u>Type of Report Due</u>
11/12/2015	Final and Financial Report

#### Accounting

Haywood County Cooperative Extension must maintain a separate accounting for this project. This should be accomplished through the establishment of a separate general ledger account, fund, or cost center. Grantee is encouraged to use all interest earned on grant funds to further the project; however, a formal accounting of such income is not required.

#### Books and Records

Haywood County Cooperative Extension shall maintain records of all receipts and expenditures and make its books and records available to the Foundation upon request at all reasonable times. Such records, as well as copies of reports submitted to the Foundation, should be kept for at least four years following the conclusion of the grant period.

#### Prohibitions

Haywood County Cooperative Extension shall not use any of the grant funds: a) to carry on propaganda, or otherwise attempt to influence legislation, other than through dissemination of the results of nonpartisan analysis, study and research; b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; c) to make any grant that does not comply with the individual grant requirements or the organization requirements of the IRS Code; or d) to undertake any activity for any non-charitable purpose.

#### Repayment of Funds

Haywood County Cooperative Extension shall return to the Foundation any unexpended and uncommitted funds remaining at the conclusion of the grant period or at such time as the organization may lose its exemption from federal income taxes under Section 501 (c)(3) of the Internal Revenue Service Code or other applicable state and federal laws and regulations. It shall also promptly repay any funds used for prohibited purposes or for the purposes other than those specifically described in this grant letter.

**Announcement of Grant**

The Foundation may include information on this grant in its periodic public reports. If Haywood County Cooperative Extension wishes to make a public announcement of the grant, the Foundation requests the opportunity to review the announcement prior to its release.

**Public Acknowledgement of Cherokee Preservation Foundation Support**

The Foundation also requests that it receive appropriate acknowledgement in any/all publicity pertaining to Haywood County Cooperative Extension's project. Inclusion of this information will contribute to/increase our efforts to inform the public about the Cherokee Preservation Foundation and its mission.

Any public and printed materials (including, but not limited to, newspaper announcements, press releases, etc.) regarding Haywood County Cooperative Extension's project activities that are funded by or in partnership with the Cherokee Preservation Foundation should include the following language:

*"This program/project is sponsored in part by the Cherokee Preservation Foundation."*

**Monitoring of Grant**

Mr. Bobby Raines, Cherokee Preservation Foundation Program Director will be responsible for the monitoring of this grant. Should you have questions related to grant implementation or other inquiries, please contact Bobby at 828.497.5559. Please direct all narrative and financial reports, budget revision requests or correspondence to Ms. Deb O'Neil, Cherokee Preservation Foundation Program Operations Manager.

**Limit of Commitment**

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.

If this letter correctly sets forth Haywood County Cooperative Extension's understanding of the Foundation's terms and conditions for making this grant, please indicate the organization's agreement to such terms and conditions by having the enclosed copy of this letter countersigned by the appropriate officer of the organization and returned to the Foundation.

**Date of Execution**

This agreement is executed on the date the Acceptance Sheet is countersigned. Please ensure that the current date is applied upon signing.

On behalf of the Cherokee Preservation Foundation, we extend every good wish for the success of the endeavor.

Sincerely yours,

*Annette Sanozke Clapsaddle*  
Annette Sanozke Clapsaddle  
Executive Director

Attachment  
-Project Budget Sheet  
-Grant Work Plan

**Haywood Youth Council  
SMFS-1135  
Approved Budget**

Attachment A

Budgeted Expenses:		Approved Amount to be Paid From Cherokee Preservation Foundation Grant Funds
<b>Personnel:</b>		
Salaries/Wages (Please list):		
Fringe Benefits		
Indirect Cost		
Volunteer Hours		
Honorariums/Stipends		
<b>Total Personnel</b>		\$ -
<b>Contracted Services (Please list):</b>		
Local Leadership Training		\$ 500
<b>Total Contracted Services</b>		\$ 500
<b>Operating Expenses:</b>		
<b>Supplies &amp; Materials (Please list):</b>		
Food		\$ 1,000
Promotion/Advertising		\$ 700
Educational Conference Fees		\$ 1,000
Small Equipment - \$1,000 (Please list)		\$ 500
Machine/printer		\$ 500
Office Expenses		\$ 500
Travel/Transportation/Mileage		\$ 1,000
Travel/Lodging		\$ 2,500
Travel/Meals		\$ 500
Rental Expenses (Please list)		\$ 200
<b>Other Operating Expenses (Please list)</b>		
Leadership/camp/training/retreats		\$ 4,000
<b>Total Operating Expenses</b>		\$ 14,500
<b>Major Capital Purchases:</b>		
<b>Equipment or Fixtures (Please list):</b>		
<b>Buildings &amp; Improvements (Please list):</b>		
<b>Total Major Capital Purchases</b>		\$ -
<b>Other Expenses (Please list):</b>		
<b>Total Other Expenses</b>		\$ -
<b>Grand Totals</b>		\$ 15,000

**Grant Work Plan** (use a separate page for each grant year)

Organization: Haywood County 4-H Youth Leadership Council Person completing this plan: Coley Bartholomew, 4-H Extension Agent

Project Title: 4-H Youth Leadership Council Project duration October 2014 - October 2015

Measurability: 1) Your primary desired Outcome; 2) Intermediate Milestones and when you will achieve them; and 3) Measurements, such as information or evidence that will show the results achieved. This information will help you plan your project as well as help you and the Cherokee Preservation Foundation understand the grant's progress and report. All are and of the table, you must complete the End Grant Report.

1 - OUTCOMES: What results are you seeking to achieve? List up to three measurable Outcomes for your project. What will be different for participants as a result of this project?	2 - MILESTONES: Clearly define key milestones and associated dates for activities that Milestones are key successes for those you serve at each stage of your program.	3 - MEASUREMENTS: What information will you use to track the Outcomes of this project? How will you know when success is achieved? List one to three measurements for each outcome.
<b>Outcome A: Equip Youth Council Members to become Youth Community Leaders through providing training and enrichment opportunities</b>	<b>Milestones (date to be achieved):</b> Youth will develop partnerships and friendships with youth from other counties and be an active component of the National Leadership Council (Fall 2014) <b>Milestones (date to be achieved):</b> Youth will attend regional leadership council meetings and be able to collectively identify regional challenges and projects to help address those needs ( Fall 2015). Attend monthly regional youth council meetings to build strong ties and network among youth councils ( Fall 2015) Youth will form regional partnerships and collaborations needed for accomplishing project goals.	<b>Measurement 1:</b> Other local trainings to develop life skills, leadership, decision making, and professional development <b>Measurement 2:</b> Provide at least three leadership training opportunities at the regional and state level <b>Measurement 3:</b> Evidence of learned skills through leadership certificate and/or badge <b>Measurement 4:</b> Haywood County Youth Council members will be part of the planning and participating in the regional project <b>Measurement 5:</b> Youth will attend monthly regional council meetings <b>Measurement 6:</b> Youth will participate and help plan the annual Regional Youth Summit
<b>Outcome B: Create Regional Leaders</b>	<b>Milestones (date to be achieved):</b> Youth will develop partnerships and friendships with youth from other counties and be an active component of the National Leadership Council (Fall 2014) <b>Milestones (date to be achieved):</b> Youth will attend regional leadership council meetings and be able to collectively identify regional challenges and projects to help address those needs ( Fall 2015). Attend monthly regional youth council meetings to build strong ties and network among youth councils ( Fall 2015) Youth will form regional partnerships and collaborations needed for accomplishing project goals.	<b>Measurement 1:</b> Youth council members will choose community project during annual planning meetings (Jan 2015) <b>Measurement 2:</b> Have youth council members plan and implement activity and events region (April & November 2015) <b>Milestones (date to be achieved):</b> Youth council members will choose community or regional community service and leadership project (winter Fall 2015)

Outcome C: Develop Self-leader Youth who are able to plan and implement projects and goals within our community and region	Milestones (date to be achieved): Youth council members will choose community project during annual planning meetings (Jan 2015) <b>Milestones (date to be achieved):</b> Have youth council members plan and implement activity and events region (April & November 2015) <b>Milestones (date to be achieved):</b> Youth council members will choose community or regional community service and leadership project (winter Fall 2015)	Measurement 1: Youth council members will choose projects to meet community needs <b>Measurement 2:</b> Create calendar of milestones and goals for youth council projects <b>Measurement 3:</b>

Acceptance Sheet

ACCEPTED AND AGREED,

Fiscal Agent (If Applicable)

Ms Coley Phillips Bartholomew  
Haywood County Cooperative Extension

By: *Coley Bartholomew*  
Title: *4-H Extension Agent*  
Date: *October 6, 2014*

By: *[Signature]*  
Title: *Financial Director*  
Date: *10/6/14*

Instructions:

1. Sign both copies of the Acceptance Sheet.
2. Send one signed copy of the Grants Notification Letter, acceptance sheet and project budget sheet to Cherokee Preservation Foundation, P.O. Box 504, Cherokee, NC 28719. The original Grants Notification Letter must be received by the Foundation before a grant check can be issued.
3. Once the original Grants Notification Letter has been received and you have attended one of the Grantee Orientation sessions, you can expect a grant check within 30 days.

**Request approval for budget amendment – Extension Office - \$15,000 – Cherokee Preservation Foundation Grant project for the continuation of the Haywood County Youth Council**

Chairman Swanger recognized Finance Director, Julie Davis. Ms. Davis explained that this will show an increase in the Extension Office budget from grant revenue.

Vice-Chairman Kirkpatrick made a motion to approve the budget amendment in the amount of \$15,000 for the Cherokee Preservation Foundation Grant and Commissioner Upton seconded. The motion passed unanimously.

HAYWOOD COUNTY  
BUDGET ORDINANCE AMENDMENT  
FISCAL YEAR 2014-2015

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, 2015.

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

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Extension Office				
Special Program Materials	11 4950 523100 4H-YC		15,000	15,000
which will result in a net increase of \$		15,000		

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
Miscellaneous				
4-H General Grants/Contr/Exten	110100 449502 4H-YC		15,000	15,000

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

Adopted this the 6 day of October, 2014

*Mark Swanger*  
Chairman  
Haywood County Board of Commissioners

ATTEST: *Julie Davis*  
Clerk to the Board

Explanation: To appropriate funds for FY 2015 from the Cherokee Preservation Foundation for the continuation of the Haywood County Youth Council. This is the second round of funding to support local youth council.
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**Request approval to utilize project contingency in the Pisgah High School renovation project for a change order to reduce cleaning cost; provide additional site, paving, storm drainage, electrical work; relocate sewer line, and add trim to relocated windows, totaling \$56,758**

Chairman Swanger recognized Haywood County Schools Maintenance Director, Tracy Hargrove. Mr. Hargrove began by acknowledging the great working relationship between the school system and the local churches, noting that the churches assist around the schools with projects that otherwise cannot be done.

He explained that this request is to finish using the contingency that was set for the listed renovation projects. He noted that there are some changes in what they need to finish the project.

Commissioner Sorrells noted that these are projects that would have had to be done in the future anyway and this enables the Schools to tie it in now in order to keep from spending more money in the future.

Commissioner Ensley noted that there have been very few change orders in this project, and that he appreciates everyone's work on that.

Commissioner Upton recognized how well taken care of the high school is, noting that being almost fifty years old it is in remarkable shape.

Chairman Swanger noted that the initial funding for this project was from lottery funding.

Commissioner Upton made a motion to approve the project contingency expenditures as presented for the Pisgah High School renovation project and Vice-Chairman Kirkpatrick seconded. The motion passed unanimously.

**Request approval of budget amendment – Pisgah High School addition - \$56,758 – work approved by the School Board to come from capital project contingency**

Chairman Swanger recognized Finance Director, Julie Davis. Ms. Davis explained that after this \$56,758 is moved, there is \$74,468 remaining in contingency. She reiterated that this project was initially lottery funded. The County then borrowed 1.7 million that is being paid back from lottery. She noted that if there is anything left it will go to pay for the debt service.

Commissioner Sorrells made a motion to approve the budget amendment as presented. The motion was seconded by Commissioner Ensley and passed unanimously.

HAYWOOD COUNTY  
CAPITAL PROJECT ORDINANCE AMENDMENT  
FISCAL YEAR 2014-2015

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, 2015.

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

Line Item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
C/P Fund - School - ADMLOTTERY				
Pisgah High School Renovations				
Professional Services - Architect	495982-519917-3LOT1	185,000		185,000
Financing costs	495982-549901-3LOT1	20,304		20,304
Construction cost	495985-658902-3LOT1	2,215,300	66,758	2,272,058
Other building costs (prelim. elect., survey)	495982-658903-3LOT1	25,000		25,000
Project contingency	495982-699100-3LOT1	131,228	(66,758)	74,468
				2,676,830

which will result in a net increase of \$ \_\_\_\_\_ 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

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

Adopted this the 6 day of October, 2014.

*Mark Swanger*  
Chairman  
Haywood County Board of Commissioners

ATTEST: *[Signature]*  
Clerk to the Board

<b>Explanation:</b>
To appropriate the amount of additional work per the request from the school system.

**Request approval to submit application to the Public School Building Capital Fund for the Waynesville Middle School A building roof replacement project - \$174,500 – 25% County restricted sales tax money - \$43,250, 75% State ADM funds - \$131,250.**

Chairman Swanger recognized Haywood County Schools Maintenance Director, Tracy Hargrove. Mr. Hargrove explained that this request is for a roof replacement at Waynesville Middle School. This will be a shingle roof on the 85 year old building. He noted that several projects have come in under budget, and this project will take care of what is left in that fund.

Chairman Swanger confirmed with Ms. Davis that this project has already been budgeted.

Chairman Swanger inquired of Mr. Hargrove if he knew the square footage of roof in the County Schools and Mr. Hargrove stated that there was 1.63 million square feet of roofing.

Vice-Chairman Kirkpatrick recalled eight years ago having a conversation about what needed to be done with prioritizing the roofing projects and it is good to see that they are at the place they are now with this issue.

Commissioner Upton made a motion to approve the application to the Public School Building Capital Fund as set forth and Vice-Chairman Kirkpatrick seconded. The motion passed unanimously.

APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
ADM (Corporate Tax) Fund

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

County: Haywood Contact Person: Tracy Hargrove  
Address: 1230 N. Main Street Waynesville, 28786 Title: Director of Maintenance  
School Admin. Unit: 440 Phone: (828) 456-2402  
Project Title: WMS WaynesvilleA-Building Roof  
Location: Waynesville  
Type of Facility: Middle School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C, or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, "public school buildings" only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities. Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.

Short Description of Construction Project: Replacement of leaking shingle roof at Waynesville Middle School

A-Building	State	Local	Total
Purchase of Land	\$	\$	\$ 0.00
Planning	\$ 11,250.00	\$ 3,250.00	\$ 14,500.00
Construction	\$	\$	\$ 0.00
Renovation	\$	\$	\$ 0.00
Enlargement	\$	\$	\$ 0.00
Repair	\$ 120,000.00	\$ 40,000.00	\$ 160,000.00
School Technology	\$	\$ N/A	\$ 0
Debt Service/Bond Payment	\$	\$	\$ 0.00
Total	\$ 131,250.00	\$ 43,250.00	\$ 174,500.00

Bid Dates/Vendors: October 28, 2014?  
Contracts signed/Dates: November 6, 2014?  
Estimated date of beginning of construction: November 10, 2014?  
Estimated date of completion: January 1, 2015?

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): Haywood County  
\$ \_\_\_\_\_ of the matching funds have been expended for/date/description: \_\_\_\_\_

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ 131,250.00 from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funds are available and designated as match for this project.

(Signature - Chair, County Commissioners) [Signature] 10/16/14 (Date)  
(Signature - Chair, Board of Education) [Signature] 9/23/14 (Date)

Form date: 1/25/2010

**Request approval of contract with McGill Associates Engineering for work on the Francis Farm Landfill, Shelton Property; construction, landfill permitting and stockpile design for fill dirt - \$44,500**

Chairman Swanger recognized Tax Administrator, David Francis. Mr. Francis explained that this contract is in preparation for the 100,000 cubic plus yards of dirt that will be brought to this property, noting that the first load will be tomorrow. This will cover work that they have done and will do to finalize the stock piling of the dirt.

Mr. Dove commented that this is in addition to another contract with McGill Associates and this combination will put it over the \$50,000 limit that he as County Manager can approve.

Chairman Swanger noted that this is part of the cost that the County has to incur for this project.

Mr. Francis agreed but said that the County has saved over one million dollars working with DOT for the dirt.

Commissioner Upton noted that hauling distance will be pretty short and Mr. Francis agreed commenting that this is where we saved money since the dirt was basically free.

Mr. Francis noted that this will save time and money and will be able to move the project up while waiting for DENR to approve the caps. He further noted that DENR is aware and excited that the County is a step ahead and is very diligent in its' efforts.

Chairman Swanger noted that it important to stay current with what is expected because DENR has the ability to levy daily fines.

Vice-Chairman Kirkpatrick thanked Mr. Francis for the role he takes in this, stating that he appreciates what he does in addition to his duties as Tax Administrator.

Vice-Chairman Kirkpatrick made a motion to approve the contract with McGill Associate Engineering for the engineering work on Francis Farm Landfill in the amount of \$44,500 and Commissioner Ensley seconded. The motion passed unanimously.



September 25, 2014



Mr. Stephen King  
September 25, 2014  
Page 2 of 4

Mr. Stephen King, Director  
Haywood County Solid Waste Department  
278 Recycle Road  
Clyde, North Carolina 28721

RE: Soil Stockpile Permitting and Construction  
Shelton Property  
Francis Farm Landfill  
Haywood County, North Carolina

Dear Mr. King:

McGill Associates is pleased to submit our proposal to provide engineering services to Haywood County related to the stockpiling of soil material on Shelton property adjacent to the Francis Farm Landfill. We understand that the County plans to purchase adjoining Shelton property and contract with NHM Constructors, LLC to stockpile soil material. The soil material will be used to construct corrective measures on the Francis Farm Landfill cap in the future. The specific scope of services is detailed below:

**Pre-Construction and Design Phase Services**

1. Assist Haywood County in negotiations with NHM Constructors, LLC to stockpile soil material on the Shelton property. Our assistance will include participating in meetings and conference calls, as required, with the contractor, county staff, and Board of Commissioners to assist with preparation of construction contract.
2. Prepare draft construction contract for review by county staff, county attorney, and contractor.
3. Assist County with the execution of the construction contract with NHM Constructors, LLC.
4. Attend Board of Commissioner meetings to provide regulatory update on the Francis Farm Landfill and make recommend award of the contract to stockpile soil with NHM Constructors, LLC.
5. Meet with County staff to review existing infrastructure (utilities, gas collection system, access to Haywood County School's facilities, etc.), in order to determine the optimum location for accessing the Shelton property from the Francis Farm Landfill property. At the County's request, we will also meet with representatives of Haywood County Schools to review the proposed project and collect information and address any concerns that they may have relative to the project, to the extent practical.

6. Provide topographic survey of the Shelton property and confirm and flag the property lines of the Shelton parcel. We will also collect any known utility locations and supplemental topographic information along the route of the proposed access road.
7. Design access road to allow soil material to be stockpiled on the Shelton property, to maintain service to the existing facilities and protect the existing infrastructure to the extent practical. Currently, access is planned along the existing asphalt roadway through the landfill up to the bus garage and then through a new graded access road.
8. Develop Grading Plan for the Shelton property and the portions that overlap onto the Haywood County Schools property. This will address existing drainage from off-site and will bypass the off-site flow around the proposed stockpile. The grading plan will include the proposed stockpile location and conveyances to transfer runoff from the disturbed area to the proposed sediment pond.
9. Prepare a Reclamation Plan for submittal to North Carolina Department of Transportation (NCDOT) to secure permit
10. Prepare notification and request for approval to the North Carolina Department of Environment and Natural Resources (NCDENR), Solid Waste Section, for construction of temporary access road across the closed FFL to serve stockpile area.

**Construction Phase Services**

1. Coordinate preparation of construction materials testing contract with Bunnell-Lammons Engineering for soil testing during construction.
2. Schedule and attend a pre-construction conference with the County, Contractor, and all other applicable parties to assure discussion of all matters related to the project, including setting contract dates.
3. Periodically visit the site during construction to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications. The site visits include the preconstruction conferences, periodic site inspections, a final inspection, and a return site visit to confirm completion of the final punch list. We have assumed an average of 6 hours per month for the approximate 20 month project schedule.
4. Address construction related questions from Contractor during construction period.
5. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests and inspections, and other data that the site contractor is required to submit.
6. Inform the County of requested change orders and review all requests for change orders from the Contractor. Subsequently, make recommendations of approval and payment to the County based on validity of request.
7. Receive and review payment requests from the contractor, and recommend payment amounts to the County.
8. Make final inspection of the construction and determine if the work has been completed

55 Broad Street Asheville, North Carolina 28801 P.O. Box 2239 Asheville, North Carolina 28802 ph: 828.252.8575 f: 828.252.2518 www.mcgillengineers.com

Mr. Stephen King  
September 25, 2014  
Page 3 of 4

in accordance with the contract documents.

**PROPOSED FEES**

Based on the above proposed scope of services, we propose to perform the above services for the following lump sum fees:

Pre-Construction and Design Phase	\$32,000
Construction Phase	\$12,500

**ASSUMPTIONS**

We have based our proposal on the following assumptions:

1. Haywood County will secure a letter from HCS, approving grading activities on their property to accommodate the stockpile area and associated grading and storm drainage.
2. Haywood County will be responsible for all permitting review fees.
3. This proposal is to cover the services specifically described above and associated meetings required to complete the design, secure permits, and construction phase services as described. Other consultation relative to the FFL is not included in this scope. We will develop a separate scope and proposed fee for any specific projects that are identified as necessary via consultation with the County and the Solid Waste Section as being necessary to maintain compliance for the facility.
4. A stormwater permit is not required for this project.
5. An erosion control permit from the NCDENR Land Quality section is not required due to the Reclamation Plan approval received from NCDOT. Preparation and submittal of an erosion control permit application package to NCDENR will be considered additional services.
6. The topographic survey and flagging of property line does not include a complete boundary survey of the Shelton property. This work can be provided if necessary for an additional fee.

Stephen, we appreciate the opportunity to present this proposal to Haywood County for continuing to assist the County with a viable, long-term solution for the Francis Farm Landfill. We look forward to working with you and your staff on this important project for Haywood County. If the above is acceptable to you, please provide the appropriate signature below and return one (1) copy for our records.

Mr. Stephen King  
September 25, 2014  
Page 4 of 4

Should you have any questions or need additional information, please do not hesitate to give us a call at (828) 252-0575.

Sincerely,  
MCGILL ASSOCIATES, P.A.

*Mark D. Cathey*  
Mark D. Cathey, PE  
Senior Project Manager

cc: Mr. Ina Dove, County Manager, Haywood County  
Mr. David Francis, Director, Tax Administration Office  
Mr. Keith Webb, PE, McGill Associates  
Mr. Scott Burwell, PE, McGill Associates

ACCEPTED:

*David Francis*  
NAME  
*Haywood County Manager*  
TITLE  
10/6/2014  
DATE

X:\2014\14-00306 - FFL Shelton Parcel Soil Stockpile\Info\SR25Sep14\_Shelton prop stockpile\_Proposal.docx

**Request appointment of one (1) member to the Nursing Home Community Advisory Board**

Chairman Swanger recognized Mr. Dove. Mr. Dove began by first acknowledging Chief Hollingsed and Dr. Teater for their prayer walk through town on Sunday in observance of Drugs in our Midst.

Mr. Dove stated that there was one applicant and reviewed the application of Patricia Caldwell.

Commissioner Upton made a motion to approve the appointment of Patricia Caldwell to the Nursing Home Community Advisory Board and Commissioner Sorrells seconded. The motion passed unanimously.

**Request appointment of one (1) member to the Southwestern Commission Area Agency on Aging Regional Advisory Council**

Chairman Swanger recognized Mr. Dove. Mr. Dove stated that there was one applicant. He reviewed the application of Dale Jackson.

Commissioner Ensley made a motion to approve the appointment of Dale Jackson to the Southwestern Commission Area Agency on Aging Regional Advisory Council. The motion was seconded by Commissioner Upton and passed unanimously.

**CLOSED SESSION**

Commissioner Sorrells made a motion to enter into Closed Session for:  
Approve/Release Closed Session Minutes – G.S. §143-318.11(a)(1).  
Personnel - G.S. §143-318.11(a)(6).  
Economic Development - G.S. §143-318.11(a)(4).  
Commissioner Upton seconded, the motion carried unanimously.

The Board returned from Closed Session.

Chairman Swanger noted that the following approved Closed Session minutes were recommended for release:

August 5, 2013 – Haywood Regional Medical Center  
August 19, 2013 – Haywood Regional Medical Center  
September 16, 2013 – Haywood Regional Medical Center  
October 7, 2013 – Haywood Regional Medical Center

Commissioner Ensley motioned to approve the release of the Closed Session Minutes as presented. Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

Chairman Swanger noted that the following Closed Session Minutes were approved and recommended for release:

March 17, 2014 – Closed Session Minutes  
April 7, 2014 – Worker's Compensation  
June 16, 2014 – Haywood Regional Medical Center

Commissioner Upton motioned to approve and release the Closed Session Minutes as presented. Commissioner Ensley seconded, the motion carried unanimously.

Chairman Swanger noted that the following Closed Session Minutes were approved but not yet released by consensus.

February 17, 2014 – Chamber of Commerce  
February 17, 2014 – Haywood Regional Medical Center – County funds after sale  
February 17, 2014 – Compensation for Realtor  
March 3, 2014 – Haywood Regional Medical Center – County funds after sale  
March 17, 2014 – Evergreen - natural gas  
March 17, 2014 – Worker's Compensation  
March 17, 2014 – Haywood Regional Medical Center- County funds after sale  
March 17, 2014 – tax foreclosure sale  
April 7, 2014 – Haywood Regional Medical Center – County funds after sale  
May 5, 2014 – Government Channel Advertisement  
May 5, 2014 – County Manager discussion  
May 19, 2014 – Haywood Regional Medical Center  
June 2, 2014 – Haywood Regional Medical Center  
August 18, 2014 – personnel  
August 18, 2014 - Consolidated Waste Services

Vice-Chairman Kirkpatrick motioned to approve but not yet release the Closed Session Minutes as presented. Commissioner Upton seconded, the motion carried unanimously.

**ADJOURNMENT**

Chairman Swanger asked if there was any further business.

Commissioner Ensley made a motion to adjourn the regular Board meeting.  
Vice-Chairman Kirkpatrick seconded; the motion carried unanimously.

The time of adjournment was 10:47 a.m. The DVD is attached by reference to the minutes.

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CLERK

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CHAIRMAN

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