

Minutes of the 6 October 2009
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Commissioner's Meeting Room
Yancey County Courthouse, Burnsville, North Carolina

Present at the 6 October 2009 meeting of the Yancey County Board of County Commissioners were Jerri Storie, Vice-Chairman, Member Johnny Riddle, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, Executive Director of the Yancey EDC Jake Blood, President of Mayland Community College Dr. Suzanne Owens, Chief Deputy Gary Banks and members of the general public.

Vice-Chairman Storie called the meeting to order and asked Commissioner Riddle to deliver the invocation. After the invocation was delivered Commissioner Riddle made a motion to approve the agenda. The motion was seconded by Vice-Chairman Storie and the vote to approve was unanimous.

The Board then moved to the public comment portion of the meeting. The first person to speak before the Board was Lois Herb. Ms. Herb wanted to point out a couple of things for consideration. First was the condition of the Egypt/Ramseytown recycling center. It has a lot of potholes and no recycling bins. She believes this needs to change and the county should provide a full recycling facility. She also was wondering about how health care reform would affect long-term care in the county. The next person to speak to the Board was Edwin Fortner. He wanted to know why he hadn't been contacted by anyone about the water and sewer right of way yet. He was under the impression that someone was supposed to contact him within 30 days. He also thinks that some of the issues that are brought up at the public comment time are never responded to and there needs to be some response to some of the issues that are brought up. The next person to speak before the Board was Betsy Solar. She appreciated Edwin Fortner's comments.

The Board then heard from Dr. Suzanne Owens, President of Mayland Community College. Dr. Owens shared good news with the Board that the Avery County Commissioners had generously given an additional \$12,500 appropriation to the college. In order for Mayland to accept this appropriation all three Boards of Commissioners had to approve a resolution allowing the college to use the additional appropriation for operating expense. Normally, Yancey, Mitchell, and Avery provide equal appropriation to Mayland. Upon hearing from Dr. Owens, Commissioner Riddle made a motion to approve the resolution (Attachment B) and the motion was seconded by Vice-Chairman Storie. The vote to approve was unanimous.

The Board then heard from Chief Deputy Gary Banks about a grant for highway safety equipment. This grant requires no match from the County and is for the amount of \$14,100 from the North Carolina Department of Transportation. Chief Deputy Banks talked about Traffic Enforcement Checkpoint that was hosted by the Yancey County Sheriff's Department on September 22nd and this grant would be used for the same kinds of things as the checkpoint. The grant pays for cones, vests, signs, flashlights, and a spike system that could be utilized to stop someone in a chase situation. Chief Deputy Banks stated that a lot of people who are wanted for more serious violations are caught at traffic checkpoints. Upon hearing from Chief Deputy Banks Commissioner Riddle made a motion to approve the grant resolution for approval of this grant. The motion was seconded by Vice-Chairman Storie and the vote to approve was unanimous. (Attachment C)

The Board then moved to the appointment of a representative on the Yancey County Long Term Care Community Advisory Committee. Vice-Chairman Storie asked the Clerk to the Board to read the letter from the High County Council of Governments (Attachment D). After reading the letter Commissioner Riddle made a motion to appoint Helen Fender to the Long Term Care Community Advisory Committee. Vice-Chairman Storie seconded the motion and the vote to approve was unanimous.

The Board then moved to a resolution recognizing the crew of LST 672. This naval crew meets annually in the hometown of one of its members. This year the crew is meeting in Burnsville, the hometown of the late John Ollis. Vice-Chairman Storie asked the Clerk to the Board to read the resolution (Attachment E). After hearing the resolution Commissioner Riddle

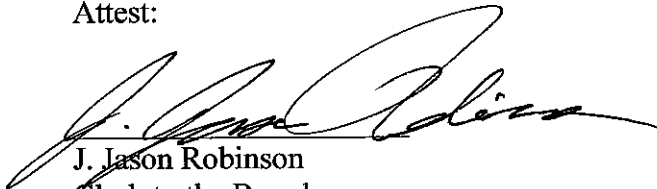
made a motion to approve the resolution. The motion was seconded by Vice-Chairman Storie and the vote to approve was unanimous.

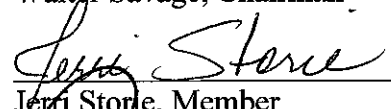
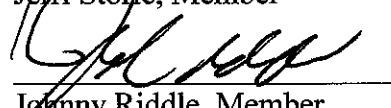
Vice-Chairman Storie then asked if Commissioner Riddle had anything to report this month. Commissioner Riddle stated that he had been to a Agriculture Task Force meeting on Monday and heard more about the Volunteer Agricultural Districts. He stated that he was very excited to hear more about this program and how it can be used in Yancey County to protect agricultural lands from development.

Having no further business Commissioner Riddle made a motion to adjourn and it was seconded by Vice-Chairman Storie. The vote to adjourn was unanimous.

Approved and authenticated on this the 3rd day of November 2009.

Attest:


J. Jason Robinson
Clerk to the Board

Walter Savage, Chairman

Jerri Storie, Member

Johnny Riddle, Member

(county seal)



Attachment A

Nathan Bennett, *County Manager*

Walter Savage, *Chairman*

Jerri Storie, *Commissioner*

Johany Riddle, *Commissioner*



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

AGENDA
YANCEY COUNTY COMMISSIONERS
REGULAR BUSINESS MEETING
OCTOBER 6, 2009

- I. Call to Order – Vice-Chairman Storie
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Mayland Community College – Dr. Suzanne Owens
- VI. Highway Safety Equipment Grant—Chief Deputy Gary Banks
- VII. Yancey County Long Term Care Community Advisory Committee – Appointment
- VIII. Armed Forces Recognition Resolution
- IX. Adjourn

**Joint Resolution
Among the
Boards of Commissioners
Of
Mitchell, Avery and Yancey Counties**

Whereas, a new ratified and amended contract was established for Mayland Community College on July 1, 1994, by the North Carolina General Assembly, through Chapter 575, House Bill 2048, under provisions of Chapter 115D-59; and

Whereas, the purpose of the contract among the County Commissioners of Mitchell, Avery and Yancey was to hereby bargain, agree, contract, and resolve to be bound to each other to jointly maintain and operate Mayland Community College; and

Whereas, the Boards of County Commissioners for Mitchell, Avery and Yancey Counties shall each appropriate an amount equal to 33 1/3 percent of the funds required for Operating Costs and for Capital Outlay; and

Whereas, if this amount shall become inadequate to provide the local support required, a Joint Resolution may authorize unequal appropriations which may be used by Mayland Community College according to the provisions of North Carolina G.S. 115D; and

Therefore, **Be It Resolved**, to jointly authorize and cheerfully accept an additional appropriation of \$12,500.00 from the Avery County Commission to be used by Mayland Community College for Operating Costs during the 2009-2010 academic year.

Therefore, **Be It Also Resolved**, that this Joint Resolution be spread upon the minutes of the October, 2009 Board of Trustees meeting and thereby become a part of the permanent records of the Board.

Respectfully authorized by each County Commission on the date signed in September, Two Thousand and Nine.

Avery County Commission Chair

Kerry R. Potrat 09/08/09

Mitchell County Commission Chair

Yancey County Commission Chair

Walter E. Savage 10/08/09

Attachment C

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION
Form GHSP-06-A

(To be completed, attached to and become part of Form GHSP-06, Traffic Safety Equipment Project Contract.)

WHEREAS, the Yancey County Sheriff's Office_(herein called the "Agency") has completed an application contract for traffic safety funding; and that the Yancey County Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Yancey County Board of Commissioners IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Burnsville, NORTH CAROLINA,

THIS 6th DAY OF October, 2009, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sheriff Kermit Banks is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 14,100 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by *Kermit Banks*
(Chairperson)

ATTESTED BY *J. Juan Robinson*
(Clerk)

SEAL

DATE 10/6/09

**North Carolina Governor's Highway Safety Program
Traffic Safety Equipment Project Contract – Form GHSP-06**

SECTION A – GENERAL INFORMATION					
1. Name of Applicant Agency Yancey County Sheriff's Office		4. Name of Project Contact Person for Agency Chief Deputy Gary Banks			
2. Address of Applicant Agency PO Box 6 Burnsville, NC 28714		5. Telephone Number of Contact Person (828) 682-2124			
		6. Email Address of Contact Person gbanks@yanceycountync.gov			
3. Location of Project (if different from # 2)		7. Fax Number of Contact Person (828) 682-0150			
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: <u>56-6000453</u>		9. Type of Application <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Continuation Year: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3			
Type of Agency <input type="checkbox"/> State <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> County <input type="checkbox"/> Higher Education <input type="checkbox"/> Municipality <input type="checkbox"/> Hospital					
10. Project Title (Optional): 2010 Traffic Checkpoint Equipment					
11. Budget		Source of Funds			
	Total Project Amount	Federal		State / Local	
		%	Amount	%	Amount
Checkpoint Equipment	\$14100	100	\$14100	0	\$0.00
Equipment Costs	\$	75	\$	25	\$
Special Equipment Costs	\$	50	\$	50	\$
Total Project Costs	\$14100		\$14100		\$
12. Specify How Non-Federal Share Will Be Provided: No Match required					
FOR GHSP USE ONLY					
To GMS: <input type="checkbox"/> SB <input type="checkbox"/> FH <input type="checkbox"/> CM <input type="checkbox"/> CL <input type="checkbox"/> JS			Date: _____, 20____		
Finance Officer: Initials _____			Date: _____, 20____		
Project Number: _____			Work Type: _____		
			CFDA#: 20. _____		
			Ref # _____		

SECTION C – NARRATIVE DESCRIPTION OF PROJECT

Statement of Problem

The Yancey County Sheriff's Office currently does not have the equipment to properly and safely conduct a daytime or nighttime checking station. Yancey County covers an area of over 312 square miles and has approximately 19,000 people. Highway 19/19E widening project is currently under construction in our county which will make a direct four lane link to I26 in Madison County. This will greatly increase traffic volume in our county.

Proposed Solution

Goal: The first goal of this project is to make the highways of Yancey County safer for our residents and visitors by reducing by 10% the number of injuries and fatalities sustained from traffic collisions as a result of aggressive Driving, Driving While Impaired and other Motor Vehicle Violations on the highways of Yancey County. The main roads that this project will affect are Highways 19/19E, 197 North, 197 South, 80 North, 80 South and 385 miles of state roads in Yancey County.

Objectives: The Yancey County Sheriff's Office agrees to make a commitment to take part in as many or all campaigns sponsored by the Governors Highway Safety program. Beginning in August 2009 the Yancey County Sheriff's Office will conduct DWI checking stations on a quarterly basis and seat belt checkpoints on a monthly basis to address those that are driving while impaired and violating other traffic laws. During the October 09-December 09 quarter the sheriff's office will have a least two officers trained in Field Sobriety Test. Beginning as part of this project the Sheriff's Office will increase by at least 10% the time spent actively pursuing persons, Driving While Subject to an Impairing Substance, Aggressive Driving, Speeding or violating other Traffic Laws.

SECTION D – SCHEDULE OF TASKS

List the schedule of tasks referring specifically to the objectives listed in the narrative above.

August- September, 2009 -

- Participate in the Labor Day "Booze it & Lose" Campaign
- Prepare GHSP reports
- Coordinate & attend at least one DWI checkpoint
- Coordinate & attend at least one seatbelt checkpoint monthly

October-December, 2009- Contact vendors for bids on needed equipment

- Review Bids and purchase equipment
- Participate in fall "Booze it & Lose" Campaign
- Participate in "Operation Slow Down" Campaign
- Participate in "No Need to Speed" Campaign
- Participate in winter "Booze it & Lose" Campaign
- Prepare GHSP reports
- Coordinate & attend at least one DWI checkpoint
- Coordinate & attend at least one seatbelt checkpoint monthly

January-March, 2010	Participate in all Campaigns Prepare GHSP reports Coordinate & attend at least one DWI checkpoint Coordinate & attend at least one seatbelt checkpoint monthly
April-June, 2010	Participate in all campaigns Prepare GHSP reports Coordinate & attend at least one DWI checkpoint Coordinate & attend at least one seatbelt checkpoint monthly
July-September, 2010	Participate in all campaigns Prepare GHSP reports Coordinate & attend at least one DWI checkpoint Coordinate & attend at least one seatbelt checkpoint monthly

An effort will be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BAT Mobiles) units during at least one of the impaired driving checkpoints

North Carolina Governor's Highway Safety Program Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972, as amended;
 - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
 - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
 - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments;
 - (b) Office of Management and Budget, hereinafter referred to as "OMB", Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
 - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
 - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
 - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
 - (f) NHTSA Grant Funding Policies, as revised, February 2002.
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.

5. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, §___200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, §___205.
- (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, §___500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, §___200, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

- (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.
- (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

7. Conditions for State, Local and Indian Tribal Governments. State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.**8. Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.**9. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.**10. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. Property and Equipment.

- (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
- (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
- (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii)** Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. Promotional or Other Materials. Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.

8. Review of Reports and Publications. Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. Reimbursement.

- (a) General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.
- (b) Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) Final Reimbursement Claims.** Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

- 10. Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 11. Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.
- 12. Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
- 13. Reports Required.**
 - (a) Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
 - (b) Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
 - (c) Audit Reports.** Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
 - (a) General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
 - (b) Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Tasks Required. The following tasks must be included in Section D of this contract:

- (i) A minimum of one (1) safety belt checkpoint per month;
- (ii) A minimum of one (1) impaired driving checkpoint per quarter;
- (iii) Participation in all "Click It or Ticket" campaigns;
- (iv) Participation in all "Booze It & Lose It" campaigns;
- (v) Participation in any event or campaign as required by the GHSP.

An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

(b) Certifications Required.

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(c) Report Required - Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

(a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) Resolution Content. The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.

17. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

18. Continued Federal and State Funding.

(a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by

the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

19. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

20. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

21. Department Held Harmless.

(a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

22. Records Access and Retention.

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 23. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
 - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
 - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 24. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.
 - (b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.
- 25. Completion Date.**
- Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

26. Signature.

By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Gary Banks	TITLE Chief Deputy	ADDRESS PO Box 6 Burnsville, NC 28714
SIGNATURE 	DATE 08-10-09	TELEPHONE NUMBER (828)682-2124
AGENCY AUTHORIZING OFFICIAL		
NAME Kermit Banks	TITLE Sheriff	ADDRESS PO Box 6 Burnsville, NC 28714
SIGNATURE 	DATE 08-10-09	TELEPHONE NUMBER (828)682-2124
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME Brandi Burleson	TITLE Finance Officer	ADDRESS Room 1, County Courthouse Burnsville, NC 28714
SIGNATURE 	DATE 08-10-09	TELEPHONE NUMBER (828)682-3971
FOR THE GOVERNOR'S HIGHWAY SAFETY PROGRAM		
CONTRACT APPROVAL BY THE DEPARTMENT		
<p>This contract is approved for Federal fiscal year _____ and authorization to proceed with this traffic safety equipment project is granted effective _____ through September 30, 20____, subject to applicable State and Federal laws and regulations, and the conditions stated above.</p>		
APPROVAL DATE	SIGNATURE OF THE DIRECTOR OR DESIGNEE	

North Carolina Governor's Highway Safety Program
Instructions for Form GHSP-06
Traffic Safety Equipment Project Contract

Instructions for the completion of **Form GHSP-06**:

A. General Instructions

1. All cost figures must be for **one** year only.
2. All cost figures must be in **whole** dollars only.
3. All information must be included on the form. If additional space is needed, attach additional information to the form.
4. Complete one signed original contract application. When approved, a copy of the completed original will be returned to the grantee.
5. Mail the form to Governor's Highway Safety Program, Attn: Manager, Planning, Programs, and Evaluation, 215 East Lane Street, Raleigh, NC, 27601.
6. If you have questions about any aspect of the funding process, including the completion of form GHSP-06, please call the Planning, Programs and Evaluation unit of the GHSP at 919-733-3083 or 800-999-9676.

B. Instructions for Section A – General Information (Page 1)

1. *Name of Applicant Agency* – The name of the agency requesting funding.
2. *Address of Applicant Agency* – The mailing address of the agency.
3. *Location of Project* – Indicate the location of the project if it is different than the mailing address of the agency
4. *Name of Project Contact Person for Agency* – The primary contact for the agency.
5. *Telephone Number of Contact Person* – The telephone number of the primary contact for the agency.
6. *Email Address of Contact Person* – The email address of the primary contact for the agency.
7. *Fax Number of Contact Person* – The fax number of the primary contact for the agency.
8. *Federal Tax ID Number / Type of Agency* – Fill in the agency's Federal Tax ID Number and check the box of the type of Agency.
9. *Type of Application* – Indicate if this is an Initial or Continuation project and the year of funding. If this is an Initial application, the year of funding will be "1".
10. *Project Title* – The title of the project. This field is optional.
11. *Budget* – This information will be the summary of the total category costs brought forward from Section B – Budget Detail.
12. *Specify How Non-Federal Share Will Be Provided* – Explain the source of the State or Local funds that will be used as matching funds. If the Agency is a part of a county or municipal government, attach Form GHSP-06-A, Local Government Resolution.

C. Instructions for Section B – Budget Detail (Page 2)

*Equipment is divided into three categories – **Checkpoint Equipment, Highway Safety Equipment and Special Equipment.** **Checkpoint Equipment** is any equipment that is used for checkpoints. **Checkpoint Equipment** includes, but is not limited to, traffic cones, checkpoint signs and stands, and safety vests. **Highway Safety Equipment** is any equipment that can only be used for highway safety purposes. **Special Equipment** is any equipment that can be used for both highway safety and other purposes. **Special Equipment** includes, but is not limited to, computers, mobile data terminals (MDTs), and in-car video cameras and systems. Purchase of in-car video cameras and systems requires that the officers using the equipment have completed Standardized Field Sobriety Training (SFST).*

1. Checkpoint Equipment

- a. **Checkpoint Equipment** – List the specific checkpoint equipment to be procured.
- b. **Cost** – Provide the cost of the checkpoint equipment to be procured.
- c. **Total Equipment Cost** – Enter the total of **Checkpoint Equipment Costs**. Also enter the amount in the **Total Project Amount** column of **Checkpoint Equipment Costs** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Checkpoint Equipment Costs**. The formula for the local match of equipment funds is contained in the chart below:

	Local Checkpoint Equipment Funds
	Match
Checkpoint Equipment	0%

2. Highway Safety Equipment

- a. **Highway Safety Equipment** – List the specific equipment to be procured.
- b. **Cost** – Provide the cost of the equipment to be procured.
(Please see the attached Addendum that list the maximum allowed cost for specific equipment items)
- c. **Total Equipment Cost** – Enter the total of **Highway Safety Equipment Costs**. Also enter the amount in the **Total Project Amount** column of **Highway Safety Equipment Costs** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Highway Safety Equipment Costs**. The formula for the local match of equipment funds is contained in the chart below:

	Local Highway Safety Equipment Funds Match
Highway Safety Equipment	25%

3. Special Equipment

- a. **Special Equipment** – List the specific special equipment to be procured.
- b. **Cost** – Provide the cost of the special equipment to be procured.
(Please see the attached Addendum that list the maximum allowed cost for specific equipment items)
- c. **Total Special Equipment Costs** – Enter the total of **Special Equipment Costs**. Also enter the amount in the **Total Project Amount** column of **Special Equipment Costs** in **Section A, #11 Budget**.
- d. In **Section A, #11 Budget**, split out the amount of federal and local funding for project cost assumption. The sum of **Federal Funds** and **Local Funds** must equal the **Total Special Equipment Cost**. The formula for the local match of equipment funds is contained in the chart below:

Special Equipment	Local Special Equipment Funds Match 50%
-------------------	--

4. Total Equipment Project Costs

- a. **Total Equipment Project Costs** – Enter the total of **Total Checkpoint Equipment Cost, Total Highway Safety Equipment Cost** and **Total Special Equipment Cost**. Also enter the amount in the **Total Project Amount** column of **Total Project Costs** in **Section A, #11 Budget**.
- b. In **Section A, #11 Budget**, total the columns for the **Federal Amount** and either the **State Amount** or **Local Amount** and enter in the **Total Project Costs** row.

D. Instructions for Section C – Narrative Description of Project (Page 3)

1. Statement of Problem

State the problem or problems in concise terms that will specifically identify and describe the particular problem(s). Include the nature and extent of the problem(s). Included should be an analysis of trends in crash and/or other data, preferably for the prior three calendar years. Provide sufficient data to demonstrate the problem(s) being addressed.

2. Proposed Solution

The types of countermeasures appropriate to the problem should be stated as the basis for determining a solution to the problem(s). Include specific objectives for a single year effort. Also, include long-range goals that indicate the changes or outcomes expected over a three to five year period. These objectives should be consistent with the problem statement, well defined, and stated in measurable terms for a specific time frame.

Examples:

Goal: To reduce the number of injuries and fatalities as a result of alcohol-related traffic crashes in Somewhere, North Carolina by x% by 20xx.

Objectives:

1. To train 45 police officers in Standardized Field Sobriety Testing (SFST) by March 31, 20xx.
2. To conduct eight public information and education presentations each quarter.

E. Instructions for Section D – Schedule of Tasks (Page 3)

List the schedule of tasks referring specifically to the objectives listed in Section C – Narrative Description of Project. The tasks must include:

1. A commitment to a minimum of one safety belt checkpoint per month.
2. A commitment to a minimum of one DWI checkpoint per quarter.
3. A commitment to participate in each “Click It or Ticket” campaign.
4. A commitment to participate in each “Booze It & Lose It” campaign.

F. Agreement of Conditions (Pages 4 – 11)

The **Agreement of Conditions** is a critical part of the contract. The Agency is required to adhere to all terms and conditions of the **Agreement of Conditions**. Failure to do so may result in sanctions including withholding of reimbursement pending compliance, a reduction in the amount of funding, and/or cancellation of the contract in its entirety.

Signatures - The **Agency Project Director**, the **Agency Authorizing Official**, and the **Agency Official Authorized to Receive Funds** must sign the contract and include the required **Name, Title, Address, Date** and **Telephone Number** before submission to the GHSP.

Attachment D



J.B. Lawrence
Chairman of the Board

Richard Blackburn
Vice-Chairman

Kenny Poteat
Secretary

Bill Winkler
Treasurer

Rick Herndon
Executive Director

September 29, 2009

Jason Robinson
Clerk to the Board
Yancey County Courthouse
Burnsville, NC 28714

Dear Mr. Robinson:

The term of appointment of Helen Fender to the Yancey County Long Term Care Community Advisory Committee will expire effective November 4, 2009. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Mrs. Fender's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Alex Jernigan
Regional Ombudsman

Enclosure

719A Greenway Road
PO Box 1820
Boone, NC 28607-1820

Phone: 828-265-5434
Fax: 828-265-5439
TTY: 1-800-735-2962
Voice: 1-800-735-8200

web: www.regiond.org

RENOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name Helen Fender

Home Address 14 Grasshopper Ln.
Burnsville, NE

Phone (H) 828) 682-3464

Zip Code 28714

Business Address _____

Phone (W) _____

Zip Code _____

Occupation Retired

Number of hours available per month for this position 8-10

Education RN

Business and civic experience and skills _____

Areas of expertise and interest/skills Hospital Nursing From ER to
Nursing Home

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Helen W Fender
Signature of Applicant

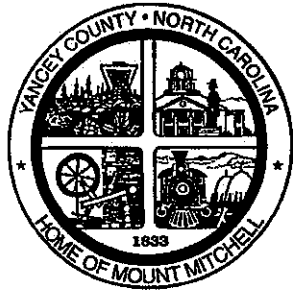
09/28/2009
Date

Nomination form submitted by _____

Name

Alex Jernigan Regional LTC Ombudsman

Attachment E



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

RESOLUTION GREETINGS TO THE CREW OF LST 672

WHEREAS, Yancey County wishes to welcome crew members and families of the LST 672 who have chosen to hold their reunion in the hometown of their fellow shipmate, the late John Ollis, on October 8th, 9th, and 10th, 2009; and

WHEREAS, our freedoms and liberties are preserved by those servicemen with courage and through sacrifice, to secure this nation as one of independence and peace; and

WHEREAS, the heroism of our Armed Forces should always be celebrated and honored.


NOW THEREFORE BE IT RESOLVED, that the Yancey County Board of County Commissioners hereby welcomes the crew members and families of LST 672 to our community. Thank you for your unselfish service to our nation during World War II.

ADOPTED this the 6th day of October, 2009.



Jerri Storie, Vice-Chair

Attest by:



J. Jason Robinson, Clerk to the Board of Commissioners

(County Seal)

