

STATE OF NORTH CAROLINA

MINUTES

COUNTY OF MADISON

The Madison County Board of Commissioners met in regular session on Monday, April 9, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chairperson Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, County Manager Steve Garrison, and Attorney Jamie Stokes.

I.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, to add to the Agenda for the meeting as Item 3A, Dr. Hank Dunn, and as to Item 7A, Karen Kiehna, and to delete Item 13, Resolution in Support of U.S. Constitutional Amendment in opposition to Super PACS and Item 14, Resolution in Support of State Constitutional Amendment to Protect the Sanctity of Marriage since same deal with proposed Constitutional Amendments, as the Board should not be in the business of telling the individuals how to vote, and the Board has items and issues which it can directly effect and with regard to which it should be dealing.

Passed by vote of four to one with Chairman Ponder, Commissioner Roberts, Commissioner Moore and Commissioner Vilcinskas voting in the affirmative. Voting in the negative was Commissioner Briggs. Commissioner Briggs requested that it be reflected in the minutes that the Madison County Board of Commissioners did not take a stand on Item 14.

II.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the minutes of the March 12, 2012 meeting.

III.

Upon request from Dr. Ron Wilcox, and upon motion from Commissioner Moore, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the use of lottery funds in the amount of \$41,191.00 to purchase and install canopies at Brush Creek and Mars Hill Elementary Schools.

IV.

Dr. Hank Dunn appeared before the Board to give an overview of the public forums held by A-B Tech in Madison County. The forums were held to gain public input regarding programming that the citizens of Madison County would like to see provided.

V.

Upon recommendation from Penny Buckner, Community Services Director, and upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to transfer Sue Keener to the position of cook assistant. This is a permanent full time position.

VI.

Jan Shepard appeared before the Board to discuss the County health rankings, the positive parent program, and a grant recently awarded to the State of North Carolina in the amount of \$7.4 million dollars, known as the Community Transformation Grant.

VII.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve a Resolution proclaiming April, 2012 as Public Health Month in Madison County.

VIII.

Upon motion from Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to appoint Steve Garrison to serve as the County's representative on the Steering Committee for the GroWNC Project.

IX.

Upon request from Karen Kiehna, and upon motion from Commissioner Roberts, seconded by Commissioner Moore the Board voted unanimously to approve the Chairman's signing of documents for the NC Tomorrow grant.

X.

Upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve Budget Amendment # 09.

XI.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the Property Tax Releases/Vehicle Tax Releases/Tax Refunds as presented.

XII.

Upon motion from Commissioner Roberts, seconded by Commissioner Vilcinkas, the Board voted unanimously to approve a resolution proclaiming May 11, 2012 as Child Care Provider Appreciation Day in Madison County .

XIII.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to adjourn.

This the 9th day of April, 2012.

MADISON COUNTY

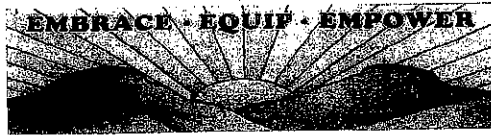
BY: _____
Debbie Ponder, Chairperson

ATTEST:

Larry Leake, Clerk

Madison County Schools

Board of Education
Sandra Tolley, Chairman
Lori Hagan Massey, Vice Chair
Craig Goforth, Ph.D., Member
Dewayne "Bear" Hilemon, Member
J. C. Wallin, Member



Artwork by Madison High Students 2004

Superintendent
Ronald Wilcox, Ed. D.
Contact Information:
5798 US Highway 25/70
Marshall, NC 28753
Phone: 828-649-9276
Fax: 828-649-9334

TO: STEVE GARRISON, COUNTY MANAGER
DEBBIE PONDER, COUNTY COMMISSION CHAIR
MADISON COUNTY COMMISSIONERS

FROM: RONALD WILCOX, SUPERINTENDENT
Ronald Wilcox

DATE: MARCH 20, 2012

SUBJECT: COUNTY COMMISSION AGENDA

I respectfully request to be on the April agenda for the meeting of the County Commissioners. We wish to request approval to use lottery funds to purchase and install canopies at the front entrances of Brush Creek Elementary and Mars Hill Elementary. We also wish to move an unused canopy from the rear of the rock building at Mars Hill Elementary to the rear of the science wing at Madison High School. Estimated costs are as follows:

School	Cost
Mars Hill Elementary	\$11,445.00
Brush Creek Elementary	11,286.00
Madison High Science Wing	3,560.00
Total Project Cost	\$26,291.00

Justification: Students are dropped off by parents at the front of Brush Creek and Mars Hill Elementary Schools. The students need protection from weather as they enter the building. The canopy at the back of the science wing would cover students who walk back and forth to the alternative school.

We would like to similarly request approval to use lottery funds to place tile on the walls of the remaining restrooms at Brush Creek Elementary.

Justification: This school was built with sheet rock walls in the restrooms. Tile needs to be placed on the sheetrock for durability. The cost of this project is expected to be \$14,900.00.

Total Amount of Request	
Canopies	\$26,291.00
Tile Work	14,900.00
Total Cost	\$41,191.00



County Health Rankings
Mobilizing Action Toward Community Health

Madison, North Carolina

	MADISON COUNTY	ERROR MARGIN	NATIONAL BENCHMARK	NORTH CAROLINA	RANK (OF 100)
HEALTH OUTCOMES					
<i>Mortality</i>					
Premature death — Years of potential life lost before age 75 per 100,000 population (age-adjusted)	7,716	6,924-9,109	5,564	8,108	14
<i>Morbidity</i>					
Poor or fair health — Percent of adults reporting fair or poor health (age-adjusted)	17%	13-23%	10%	18%	16
Poor physical health days — Average number of physically unhealthy days reported in past 30 days (age-adjusted)	3.7	2.7-4.7	2.6	3.6	25
Poor mental health days — Average number of mentally unhealthy days reported in past 30 days (age-adjusted)	2.5	1.8-3.5	2.3	3.3	
Low birthweight — Percent of live births with low birthweight (< 2500 grams)	9.3%	7.8-10.8%	6.0%	6.1%	
HEALTH FACTORS					
<i>Health Behaviors</i>					
Adult smoking — Percent of adults that report smoking ≥ 100 cigarettes and currently smoking	30%	22-40%	16%	22%	34
Adult obesity — Percent of adults that report a BMI ≥ 30	28%	21-32%	25%	29%	
Excessive drinking — Binge plus heavy drinking	6%	6-16%	6%	12%	
Motor vehicle crash death rate — Motor vehicle crash deaths per 100,000 population	21	13-28	12	20	
Sexually transmitted infections — Chlamydia rate per 100,000 population	182		83	414	
Teen birth rate — Teen birth rate per 1,000 female population, ages 15-19	41	35-47	22	60	37
<i>Clinical Care</i>					
Uninsured adults — Percent of population under age 65 without health insurance	21%	17-25%	13%	21%	
Primary care physicians — Ratio of population to primary care physicians	1,132:1		631:1	659:1	
Preventable hospital stays — Hospitalization rate for ambulatory-care sensitive conditions per 1,000 Medicare enrollees	53	47-59	52	66	
Diabetic screening — Percent of diabetic Medicare enrollees that receive HbA1c screening	62%	74-100%	66%	66%	
Mammography screening — Percent of female Medicare enrollees that receive mammography screening	53%	37-69%	74%	67%	
<i>Social & Economic Factors</i>					
High school graduation — Percent of ninth grade cohort that graduates in 4 years	63%		82%	78%	46
Some college — Percent of adults aged 25-44 years with some post-secondary education	49%		89%	60%	
Unemployment — Percent of population age 16+ unemployed but seeking work	9.7%		6.3%	10.6%	
Children in poverty — Percent of children under age 18 in poverty	26%	19-31%	11%	20%	
Inadequate social support — Percent of adults without social/emotional support	16%	9-25%	14%	21%	
Children in single-parent households — Percent of children that live in household headed by single parent	23%		20%	34%	
Homicide rate — Deaths due to homicide per 100,000 population (age-adjusted)			1	7	
<i>Physical Environment</i>					
Air pollution-particulate matter days — Annual number of unhealthy air quality days due to fine particulate matter	0		0	1	
Air pollution-ozone days — Annual number of unhealthy air quality days due to ozone	0		0	6	
Access to healthy foods — Healthy food outlets include grocery stores and produce stands/farmers' markets	67%		92%	66%	
Access to recreational facilities — Rate of recreational facilities per 100,000 population	10		17	11	

* 90th percentile, i.e., only 10% are better
Note: Blank values reflect unreliable or missing data

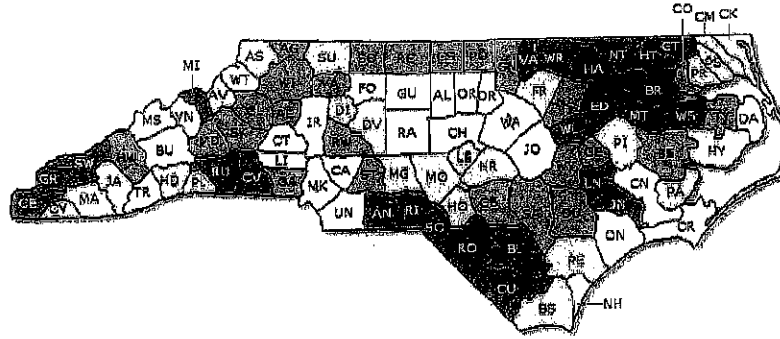
Source URL: <http://www.countyhealthrankings.org/north-carolina/madison>

County Health Rankings 2011 | North Carolina
Mobilizing Action Toward Community Health

Health Outcomes Map

Health Outcomes are the primary ranking used to rank the overall health of counties. The county ranked number 1 is considered the healthiest county in the state.

To see your county Snapshot, click on your county on the map or the list below.

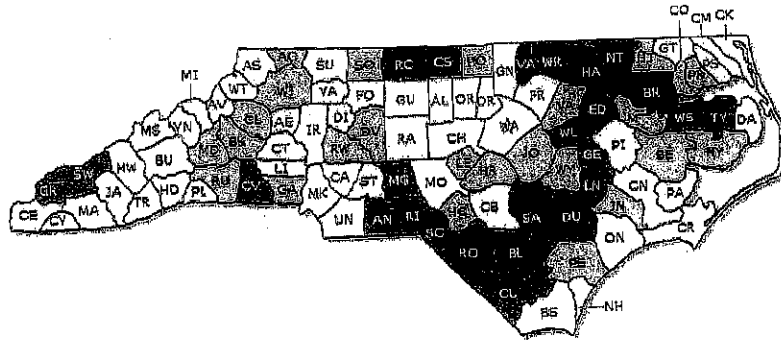


Rank 1-25	Rank 26-50	Rank 51-75	Rank 76-100
Alamance (AL) - 20	Cumberland (CB) - 52	Johnston (JO) - 24	Randolph (RA) - 23
Alexander (AE) - 56	Currituck (CK) - 43	Jones (JN) - 85	Richmond (RI) - 88
Allegany (AG) - 66	Dare (DA) - 6	Lee (LE) - 38	Robeson (RO) - 98
Anson (AN) - 87	Davidson (DV) - 39	Lenoir (LN) - 83	Rockingham (RC) - 74
Ashe (AS) - 32	Dayle (DI) - 33	Lincoln (LI) - 21	Rowan (RW) - 62
Avery (AV) - 45	Duplin (DU) - 51	Macon (MA) - 34	Rutherford (RU) - 82
Beaufort (BE) - 60	Durham (DR) - 9	Madison (MS) - 14	Sampson (SA) - 71
Bertie (BR) - 92	Edgcombe (ED) - 95	Martin (MT) - 86	Scotland (SC) - 89
Bladen (BL) - 96	Forsyth (FO) - 22	McDowell (MD) - 59	Stanly (ST) - 64
Brunswick (BS) - 48	Franklin (FR) - 47	Mecklenburg (MK) - 5	Stokes (SO) - 73
Buncombe (BU) - 17	Gaston (GA) - 75	Mitchell (MI) - 84	Surry (SU) - 50
Burke (BK) - 63	Gates (GT) - 81	Montgomery (MG) - 44	Swain (SW) - 90
Cabarrus (CA) - 7	Graham (GR) - 80	Moore (MO) - 29	Transylvania (TR) - 19
Caldwell (CL) - 54	Granville (GN) - 68	Nash (NA) - 61	Tyrrell (TY) - 55
Camden (CM) - 37	Greene (GE) - 70	New Hanover (NH) - 8	Union (UN) - 3
Carteret (CR) - 13	Guilford (GU) - 10	Northampton (NT) - 93	Vance (VA) - 94
Caswell (CS) - 67	Halifax (HA) - 99	Onslow (ON) - 12	Wake (WA) - 1
Catawba (CT) - 18	Harnett (HR) - 36	Orange (OR) - 2	Warren (WR) - 97
Chatham (CH) - 11	Haywood (HW) - 65	Pamlico (PA) - 40	Washington (WS) - 78
Cherokee (CE) - 79	Henderson (HD) - 28	Pasquotank (PS) - 30	Watauga (WT) - 4
Chowan (CO) - 72	Hertford (HT) - 91	Pender (PE) - 31	Wayne (WY) - 53
Clay (CY) - 35	Hoke (HO) - 49	Perquimans (PR) - 41	Wilkes (WI) - 69
Cleveland (CV) - 77	Hyde (HY) - 46	Person (PO) - 58	Wilson (WL) - 76
Columbus (CU) - 100	Iredell (IR) - 15	Pitt (PI) - 42	Yadkin (YA) - 57
Craven (CN) - 25	Jackson (JA) - 26	Polk (PL) - 27	Yancey (YN) - 16

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Source URL: <http://www.countyhealthrankings.org/north-carolina>

Health Factors Map



Rank 1-25
 Rank 26-50
 Rank 51-75
 Rank 76-100



County Health Rankings 2011 | Madison, North Carolina
 Mobilizing Action Toward Community Health

Additional Measures

	MADISON COUNTY	NORTH CAROLINA
<i>Demographics</i>		
Population — 2009 population estimate	20,442	9,380,884
% below 18 years of age — Percent of population below 18 years of age	20%	24%
% 65 and older — Percent of population aged 65 years and older	17%	13%
% African American — Percent of population that is African American	2%	21%
% American Indian and Alaskan Native — Percent of population that is American Indian or Alaskan Native	0%	1%
% Asian — Percent of population that is Asian	0%	2%
% Native Hawaiian/Other Pacific Islander — Percent of population that is Native Hawaiian or Other Pacific Islander	0%	0%
% Hispanic — Percent of population that is Hispanic	2%	8%
% not proficient in English — Percent of population that is not proficient in English	1%	5%
% Females — Percent of population that is female	51%	51%
% Rural — Percent of population living in a rural area	100%	40%
<i>Health Outcomes</i>		
% diabetic — Percent of adults aged 20 and above with diagnosed diabetes	9%	10%
HIV prevalence rate — Number of persons living with a diagnosis of human immunodeficiency virus (HIV) infection per 100,000 population	81	
<i>Health Behaviors</i>		
Binge drinking — Percent of adults that report binge drinking in the past 30 days	8%	11%
Physical inactivity — Percent of adults aged 20 and over reporting no leisure time physical activity	23%	24%
<i>Health Care</i>		
Mental health providers — Ratio of population to mental health providers	8,790:1	3,120:1
<i>Social & Economic Factors</i>		
Median household income — Median household income in 2008	\$38,077	\$48,574
% with high housing costs — Percent of households with housing costs >= 30% of household income	25%	32%
% of children eligible for free lunch — Percent of children enrolled in public schools that are eligible for free lunch	41%	45%
% illiterate — Percent of population age 18 and older that lacks basic prose literacy skills	12.7%	13.5%
<i>Physical Environment</i>		
Liquor store density — Number of liquor stores per 100,000 population	0.0	5.0
% of labor force that drives alone to work — Percent of the workforce that drives alone to work	77%	80%

* Data supplied on behalf of state
 Note: Blank values reflect unreliable or missing data

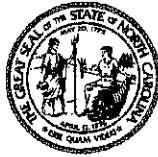
2012

County Health Rankings & Roadmaps

	Madison County	Error Margin	National Benchmark*	North Carolina	Rank (of 100)
Health Outcomes					30
Mortality					31
Premature death	8,024	6,626-9,421	5,466	7,961	
Morbidity					31
Poor or fair health	18%	13-24%	10%	18%	
Poor physical health days	3.9	2.9-5.0	2.6	3.6	
Poor mental health days	2.0	1.3-2.8	2.3	3.4	
Low birthweight	10.0%	8.4-11.5%	6.0%	9.1%	
Health Factors					28
Health Behaviors					35
Adult smoking	27%	20-36%	14%	22%	
Adult obesity	28%	23-34%	25%	29%	
Physical inactivity	22%	17-28%	21%	25%	
Excessive drinking	9%	5-16%	8%	13%	
Motor vehicle crash death rate	24	16-32	12	19	
Sexually transmitted infections	113		84	445	
Teen birth rate	39	33-45	22	50	
Clinical Care					29
Uninsured	20%	18-22%	11%	18%	
Primary care physicians	1,132:1		631:1	839:1	
Preventable hospital stays	49	40-57	49	64	
Diabetic screening	92%	82-100%	89%	87%	
Mammography screening	63%	52-72%	74%	70%	
Social & Economic Factors					19
High school graduation	82%			78%	
Some college	50%	41-60%	68%	61%	
Unemployment	9.5%		5.4%	10.6%	
Children in poverty	28%	21-36%	13%	25%	
Inadequate social support	15%	9-24%	14%	21%	
Children in single-parent households	24%	15-33%	20%	34%	
Violent crime rate	61		73	448	
Physical Environment					76
Air pollution-particulate matter days	0		0	1	
Air pollution-ozone days	0		0	6	
Access to recreational facilities	5		16	11	
Limited access to healthy foods	33%		0%	10%	
Fast food restaurants	42%		25%	49%	

* 90th percentile, i.e., only 10% are better
 Note: Blank values reflect unreliable or missing data

2012



Agreement Addendum



Request for Applications

RFA # A250

Triple P (Positive Parenting Program)

FUNDING AGENCY: North Carolina Department of Health and Human Services,
Division of Public Health
Women's and Children's Health Section
Children and Youth Branch

ISSUE DATE: March 1, 2012

DEADLINE DATE: March 16, 2012

INQUIRIES and DELIVERY INFORMATION:

Direct all inquiries concerning this RFA for Local Health Department (LHD) Agreement

Addenda to:

Marshall Tyson

Marshall.Tyson@dhhs.nc.gov

Phone: 919-707-5640

Applications will be received until 5PM on Friday, March 16, 2012.

Electronic copies of the application are available by request.

Send all electronic applications directly to the funding agency address as indicated below:

Email Address:

Marshall.Tyson@dhhs.nc.gov

(IMPORTANT NOTE: Indicate Local Health Department (LHD) name and RFA number on the front of each application envelope or package, along with the RFA deadline date.

I. INTRODUCTION

The Children and Youth Branch in the Women's and Children's Health Section of the Division of Public Health develops, implements, promotes and monitors programs and services that are consistent with Title V goals to protect and enhance the health and well being of children and their families. There is a strong emphasis on preventive health services.

The Children and Youth Branch is seeking approximately three local health departments that are interested in implementing the evidence-based parenting education and support program known as Triple P (Positive Parenting Program) as a start-up or new project. Awards will be given for an initial funding cycle of 3 years. The first 3-6 months of funding will allow for a planning phase prior to implementation. After the planning phase is complete, funding is anticipated for ongoing implementation, based on funding availability and contingent upon the LHD meeting contract deliverables. Successful applicants must agree to implement from one to five levels of the Triple P system with model fidelity and appropriate evaluation to assure expected outcomes.

II. BACKGROUND

Positive Parenting Program (Triple P <http://www.triplep-america.com>) is an internationally acclaimed multi-tiered system of evidence based parenting interventions (education and support for parents and caregivers of children and adolescents) that has the following overarching goals:

- To promote the independence and health of families through the enhancement of parents' knowledge, skills, confidence, and self-sufficiency;
- To promote the development of non-violent, protective, and nurturing environments for children;
- To promote the development, growth, health, and social competence of young children; and
- To reduce the incidence of child maltreatment and behavioral/emotional problems in childhood and adolescence.

Triple P benefits children, parents and families, health care providers, and public health outcomes and cost savings. When implemented as a public health approach, Triple P positively impacts key child welfare indicators. The CDC-funded US Population Trial demonstrated reductions in the following annual outcomes (standardized to 100,000 children):

- 240 fewer out of home placements
- 60 fewer hospitalizations/ER visits for child maltreatment injuries
- 688 fewer substantiated child abuse cases.

III. SCOPE OF SERVICES

Input

- Funding will begin April 1, 2012 and end March 31, 2015. The three-year project period will include up to a six month planning period.
- Funding, depending on the number of projects selected, will be approximately \$62,500 for the first two months (April –May 2012), approximately \$325,000 for project periods June-May 2012-2013 and June-May 2013-2014, and approximately \$270,830 for project period June-March 2014-2015. Funding is contingent on funding availability.
- Local Health Departments must show a capacity for implementing from one to five levels of Triple P which includes hiring a coordinator within the timeframe designated, planning for a broad educational and/or communication effort and recruitment effort for providers to be trained, as well as the capacity to create and implement an evaluation plan.

Outputs

During the six months planning phase the Local Health Departments must:

1. Hire the local coordinator;
2. Complete a strategic plan, completed with guidance from Triple P – America, which includes a plan for community education, a written evaluation plan and a sustainability plan;
3. Convene a local coordinating council; and
4. Execute Memoranda of Agreements with local agencies that will support and participate in local Triple P efforts.

Specific Triple P interventions will be agreed upon during the six month planning phase and will include one or more of the following Triple P levels to be implemented following the planning phase:

- Level one -- media-based parent information campaign; and/or
- Level two – provide specific advice to parents on solving common child developmental issues and minor behavioral problems; and/or
- Level three – provide brief programs (60 minutes over four sessions) combining advice with rehearsal and self-evaluation as required to teach parents to manage discrete child problem behaviors; and/or
- Level four – provide a broad focus program (about 10 hours over 8-10 sessions) for parents requiring intensive training in positive parenting skills, generalization enhancement strategies and application of parenting skills to a range of target behaviors; and/or
- Level five – provide intensive individually tailored program (up to 11 sessions) for families with child behavior problems and family dysfunction. Program modules include practice sessions, mood management strategies, stress coping skills, partner support skills, attribution retraining and anger management.

Outcomes

- Process measures will include the number of clients served, number of education programs held and participants trained, the number of providers trained, the number of media events and other frequency data pertinent to the levels of Triple P implemented. In addition, pre and post testing of educational programs will be evaluated to assure successful training efforts.
- Positive impact on county level indicators such as a reduction to out of home placements numbers, hospitalizations/ER visits for child maltreatment injuries, and fewer substantiated child abuse cases. Specific outcomes must be represented in the strategic plan to be defined during the six month planning phase. Base line county level data is provided in Appendix I & II for two of the measures. It is recommended that applicants seek data on hospitalizations/ER visits for child maltreatment injuries from local DSS, hospitals, or physicians as statewide data is not yet available on this important indicator.

Service Quality

- Services must demonstrate model fidelity pursuant to Triple P requirements.
- Services must be provided in a culturally appropriate manner.

North Carolina Community Transformation Grant (CTG)

NC Division of Public Health (DPH) was awarded \$7.4 million/year over five years to help communities make healthy living easier in North Carolina. This grant is a part of the U.S. Department of Health and Human Services' (HHS's) Community Transformation Grants (CTG) to support public health efforts to reduce chronic diseases, promote healthier lifestyles, reduce health disparities, and control health care spending.

DPH will work state and local partners to implement policy, systems and environmental changes in the following strategic directions:

Strategic Direction 1: Tobacco free living	
1.	Increase smoke-free regulations of local government buildings and of indoor public places.
2.	Increase tobacco-free regulations for government grounds, including parks and recreational areas.
3.	Increase smoke-free housing policies in affordable multi-unit housing and other private sector market-based housing.
4.	Increase the number of 100% tobacco-free policies on community colleges campuses and state and private university/college campuses.
Strategic Direction 2: Active Living and Healthy Eating	
5.	Increase the number of convenience stores that increase the availability of fresh produce and decrease the availability of sugar-sweetened beverages.
6.	Increase the number of communities that support farmers' markets, mobile markets, and farm stands.
7.	Increase the number of communities that implement comprehensive plans for land use and transportation.
8.	Increase the number of community organizations that promote joint use/community use of facilities.
Strategic Direction 3: High impact evidence-based clinical and other preventive services	
9.	Increase the number of health care providers' quality improvement systems for clinical practice management of high blood pressure and high cholesterol, weight management and tobacco cessation.
10.	Increase the number of healthcare organizations that support tobacco use screening and referral to cessation services.
11.	Increase the number of community supports for individuals identified with high blood pressure/cholesterol and tobacco use (e.g. Chronic Disease Self-Management Programs, (CDSMP) weight management programs, tobacco cessation programs).

Local health departments and their community partners, Area Health Education Centers (AHEC) and Community Care of NC (CCNC) are critical to the local implementation of these strategies. DPH will fund 10 multi-county collaboratives, which align with the Association of Local Health Directors regions, approximately \$400,000 per year. Funded collaboratives will submit annual action plans for achieving project outcomes and report progress bimonthly through a web-based progress monitoring system. State CTG staff will work with funded communities and state partners to identify tools, resources and policy supports for local implementation of the strategies. NC AHEC will provide regional staff to assist with healthcare systems changes and link community and clinical interventions. CCNC will provide data to identify healthcare practices with greatest need and work with local AHEC staff to engage them in local activities.

For more information please contact:
 Ruth Petersen, MD, MPH
 (919) 707-5203
ruth.petersen@dhhs.nc.gov

Sharon Nelson
 (919) 707-5207
sharon.boss.nelson@dhhs.nc.gov

Public Health Month

2012

By the Board of County Commissioners of Madison County

A Proclamation

WHEREAS, we hereby recognize and acknowledge public health's 132 years of service to the residents of North Carolina and the immeasurable contribution of these services to the quality of life in our State; and

WHEREAS, North Carolina's public health system is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for North Carolina's residents, such that North Carolinians now have an average life expectancy at birth of more than 80 years; and

WHEREAS, public health plays a critical role in eliminating health inequities and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, a continued focus on promoting public health programs that provide accessible, high quality medical care and that promote healthy lifestyles for women of childbearing has resulted in a more than 11 percent decline in infant mortality, the lowest rate in the state's history; and

WHEREAS, a continued focus on prevention has resulted in a more than 29 percent decline in age-adjusted heart disease death rates since 2000, a more than 38 percent decline in age-adjusted stroke death rates since 2000, and an almost 35 percent decline in the teen pregnancy rate since 2000; and

WHEREAS, state government is committed to a continued emphasis on prevention in Public Health and helping North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2020 Objectives; and

WHEREAS, the Healthy North Carolina 2020 health objectives represent a 10-year plan to improve the health of all North Carolinians by working to promote access to preventive and needed health services; foster positive and supportive living and working conditions in our communities; and support individuals in developing the capacities and skills to achieve healthy living; and

WHEREAS, communities, employers, hospitals and health care providers, individuals and families, insurers, legislators and policy makers, schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of North Carolina;

NOW, THEREFORE, I, Deborah Ponder, Chair of the Board of Commissioners of Madison County, do hereby proclaim April, 2012, as "PUBLIC HEALTH MONTH" in Madison County and urge our citizens to recognize that public health is working to ensure that all people living in Madison County are protected from threats such as influenza, food borne disease, injury and chronic diseases such as diabetes, heart disease and asthma.

IN WITNESS WHEREOF, I have herunto set my hand and affixed the Seal of the County of Madison in Madison County this 9th day of April, in the year of our Lord two thousand and twelve, and of the Independence of the United States of America the two hundred and thirty-sixth.

MADISON COUNTY

By:

Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake, Clerk



North Carolina Department of Commerce
 Division of Community Assistance
 Community Development Block Grant Program

Grant Agreement
 NC Tomorrow

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to Madison County (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means Madison County, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of \$50,000 except as modified.
 - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
 - (f) The date for receiving the grant means the date of CI Director's signature on the Grant Agreement and Funding Approval.
2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the CI Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule 1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19L .0908 and 0914, N.C. Gen. Stat. § 14-214, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.
11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. Substitution of in-kind contributions for cash is not allowed.
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in the Division of Community Investment and Assistance if a Recipient does not want to use the electronic funds transfer.

14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section 3001 of the CDBG

administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in CI Bulletin 93-4 and the CDBG Implementation Notebook.

15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.

16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.

18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, DCA will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until CI issues an environmental clearance.

19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from CI. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 870.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting, 4 N.C.A.C. 19L.0908.

- a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. § 14-234), public building contracts (N.C.G.S. § 146-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-23 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
- b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines and procedures, including those set forth in Office of Management and Budget Circular No. A-87 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. § 70.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing

procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

21. **Labor Standards.** Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-R programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-R projects):
- Davis-Bacon Act (40 U.S.C.A. 276a).** Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333).** Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - Fair Labor Standards Act (29 U.S.C. 201 et seq.),** requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - Federal anti-kickback laws (18 U.S.C. 874 and 49 U.S.C. 276),** which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

22. **Architectural Barriers.** Per 4 N.C.A.C. 19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable in CDBG projects):
- Architectural Barriers Act of 1968 (P.L. 90-480).** This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190.** These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C. 19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
 - Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.**

- d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
23. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
24. Obligation of Recipient With Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
25. Utility Assessments or Fees. Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
26. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 1729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
27. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Vickie Miller, Director, Department of Commerce - Division of Community Investment and Assistance, 4313 Mail Service Center, Raleigh, NC 27699-4313. Community Investment ["CI"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
28. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall

provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

29. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 4 months (July 19, 2012) from the date the Grant Agreement and Funding Approval were signed by the CI Director. The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract.
- (b) The Recipient must obligate all funds within 18 months (September 19, 2013) from the date the Grant Agreement and Funding Approval are signed by CI Director.
- (c) All funds are to be expended within 24 months (March 19, 2014) from the date the Grant Agreement and Funding Approval are signed by CI Director. Any remaining funds will be de-obligated.
- (d) All closeout documents must be returned to CI by June 19, 2014 or within 3 months of expenditures, whichever comes first.
- (e) There will be no extensions or amendments with this grant.
- (f) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the CI Director
- Environmental - 4 months (July 19, 2012)
 - Equal Employment and Procurement Plan - 4 months (July 19, 2012)
 - Fair Housing - 4 months (July 19, 2012)
 - Section 3 Plan - 4 months (July 19, 2012)
 - Section 304 Plan - 4 months (July 19, 2012)
 - Language Access Plan - 4 months (July 19, 2012)
 - Analysis of Impediments- 4 months (July 19, 2012)
 - Request for Release of Funds - 5 months (August 19, 2012)
- (g) Timely Draw down of Funds. Recipient is expected make timely draw downs so that funds are expended in a timely manner.
- (h) 10% Holdback of Funds: 10% of funds will be held back until receipt and approval by CI of final plan.
30. Quarterly Progress Report. Per Bulletin 09-1, Recipient shall ensure that a quarterly progress report that reflects approved CDBG program activity progress and CDBG financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county city town manager will be provided to DOC not later than the tenth (10th) day of the month following the ending month of the reporting period.

11. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 3/19/2012

By: Vickie L. Miller
Vickie L. Miller
Director
Division of Community Investment & Assistance

Date _____

Name of Recipient

By: _____
Signature of Authorized Official

(Title)

Marlinton County

Board of Commissioners

Budget Amendment #09

9-Apr-12

Description	Line Item	Debit	Credit
Elections			
Voter Registration List	R-10.3417.8920		\$ 100.00
HAVA Grant	R-10.3417.8940		\$ 10.00
Inspections			
Zoning Fees	R-10.3435.4110		\$ 2,250.00
Sign Permit Fees	R-10.34354120	\$ 250.00	
Cell Tower Fees	R-10.34354130		\$ 500.00
Finance/Other			
Concessions/Courthouse	R-10.3835.4800		\$ 145.00
Landfill			
Temporary Disposal Cards	R-80.3472.7100		\$ 1,167.00
Duplicate Disposal Cards	R-80.3472.8000		\$ 210.00
Sale of Recyclables	R-80.3472.8101		\$ 4,645.00
Construction Demolition	R-80.3472.8120		\$ 3,785.00
Escrow Account	E-80.4720.5980	\$ 9,807.00	
Fire Tax			
Smokey Mtn Fire Dept.	R-15.3187.0150		\$ 2,000.00
Smokey Mtn Fire Dept.	E-15.4341.0150	\$ 2,000.00	
Mars Hill Fire Dept.	R-15.3187.0155		\$ 2,000.00
Mars Hill Fire Dept.	E-15.4341.0154	\$ 2,000.00	
Leicester Fire Dept.	R-15.3187.0170		\$ 3,006.00
Leicester Fire Dept.	E-15.4341.0170	\$ 3,006.00	
Big Pine Fire Dept.	R-15.3187.0175		\$ 300.00
Big Pine Fire Dept.	E-15.3187.0175	\$ 300.00	
Country Fire Dept.	R-15.3187.0180		\$ 1,000.00
Country Fire Dept.	E-15.4341.0180	\$ 1,000.00	
Laurel Fire Dept.	R-15.3187.0185		\$ 500.00
Laurel Fire Dept.	E-15.4341.0185	\$ 500.00	
Spring Creek Fire Dept.	R-15.3187.0195		\$ 500.00
Spring Creek Fire Dept.	E-15.4341.0195	\$ 500.00	
Social Services			
Haywood Electric	E-10.5481.6790	\$ 6.92	
Domestic Violence	E-10.5421.6500	\$ 400.00	
Dues/Subscriptions	E-10.5310.4910	\$ 15.00	
WFBG	E-10.5411.6711		\$ 400.00
Criminal Record Check	E-10.5310.6230		\$ 15.00
Administration	R-10.3531.3300		\$ 6.92
Landfill			
Electronics Management	R-80.3472.8150		\$ 1,611.34
Maintenance/Vehicle	E-80.4721.3530	\$ 1,611.34	
Miscellaneous Income			
WNC Regional Economic	R-10.3836.1100		\$ 5,625.00
Governing Body			
Miscellaneous Service	E-10.4110.3990	\$ 3,532.00	
Pass Through Account	E-10.4110.7000	\$ 3,987.00	
Cooperative Extension			
Building Maintenance	E-10.4950.3510	\$ 860.00	

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March 2012 Property Release... for April 2012 Meeting

NAME	County	Fire	Disposal fee	Late list fee's	Int	TOTALS	REASON
Cushill, Clyde	\$72.80	\$6.50				\$79.30	charged for land but this is a basehold releasing land value
Hamlin, Gay	\$926.24	\$99.24				\$1,025.48	2011 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2010 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2009 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2008 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2007 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2006 bill taxed under another account per collections
Hamlin, Gay	\$843.54	\$99.24				\$942.78	2005 bill taxed under another account per collections
Honeycutt, Claude		\$66.16	\$190.00			\$190.00	per solid waste house has no power and is not liveable
Norton, Gerald			\$190.00			\$190.00	released disposal this was for Alvin's DWMH with no power
Roberts, James			\$380.00			\$380.00	only has one house
Roberts, Mark			\$190.00			\$190.00	foreclosure on property no power to DWMH
Shelton, Eddie	\$1,033.40	\$92.27				\$1,125.67	2011 deferred bill released Viola kept a life est still qualifies
Shelton, Eddie	\$1,033.40	\$92.27				\$1,125.67	2010 deferred bill released Viola kept a life est still qualifies
Shelton, Eddie	\$941.13	\$92.27				\$1,033.40	2009 deferred bill released Viola kept a life est still qualifies
Shepherd, Donnie			\$190.00			\$190.00	acct was charged for 4 fees should have been 3
Terry, Shelley	\$85.12	\$7.60				\$92.72	bill should have been merged with ma 16321
TOTALS	\$9,236.03	\$853.27	\$1,140.00	\$0.00	\$0.00	\$11,229.30	

March 2012 Vehicle Release for April 2012 Meeting

NAME	County	City	Fire	Interest	TOTAL \$	REASON
Ammons, Brenda		\$106.50			\$106.50	not in city limits
Bailey, Cynthia		\$21.22			\$21.22	not in city limits lives at 901 Roberts Branch
Baker, Ronnie	\$14.90		\$2.10		\$17.00	2011 bill turned tag in with time remaining per collections
Cassidy, Carol	\$5.38		\$0.96		\$6.34	released bill to Buncombe County
Clark, Floye	\$51.35				\$51.35	released bill to Buncombe County
Crall, Jesse	\$6.10				\$6.10	2012 bill turned tag in with time remaining per collections
Crombie, Cameron	\$9.87		\$0.91		\$10.78	2011 bill turned tag in with time remaining per collections
Davis, Timothy	\$17.73				\$17.73	2012 bill turned tag in with time remaining per collections
Dill, Joshua	\$3.14		\$0.45		\$3.59	2011 bill turned tag in with time remaining per collections
Durham, Susan	\$17.64				\$17.64	tag was issues/returned on same day per collections
Fox, Jeffrey	\$42.39		\$6.81		\$49.20	released bill to Yancey County
Fox, Jeffrey	\$28.45		\$2.54		\$30.99	released bill to Yancey County
Fox, Kardis	\$37.35		\$6.00		\$43.35	released bill to Yancey County
Gardner, John	\$1.68		\$0.15		\$1.83	paid bill under acct 2012-01-01431 for 2011 per Lori Ray
Garrison, Savannah	\$5.00		\$0.50		\$5.50	2012 bill turned tag in with time remaining per collections
Gibson, Michael	\$16.73		\$3.28		\$20.01	this is a temporary tag paid bill under acct 2011-02-00124
Gregory, Mary		\$19.22			\$19.22	not in city limits lives off of Ivy Hill Rd.
Harron, Debra		\$74.26			\$74.26	not in city limits
Haynie, Ronald	\$82.35		\$11.79		\$94.14	2012 bill turned tag in with time remaining per collections
Jackson, Judith		\$32.67			\$32.67	not in city limits
Jenkins, Kevin	\$6.09		\$1.08		\$7.17	2011 bill turned tag in with time remaining per collections
Johnson, Brandon	\$20.35		\$2.97		\$23.32	2011 bill turned tag in with time remaining per collections
Johnson, Brandon	\$17.38		\$2.53		\$19.91	2011 bill turned tag in with time remaining per collections
Jones, Harry	\$1.68		\$0.24		\$1.92	released bill to Buncombe County
Karco Enterprises	\$69.72		\$11.21		\$80.93	released bill to New Hanover County
Keyes, Katherine	\$6.04				\$6.04	2011 bill turned tag in with time remaining per collections
Leadford, James	\$72.86		\$6.51		\$79.37	2012 bill turned tag in with time remaining per collections
Lillie, Adam	\$7.84		\$0.70		\$8.54	released bill to Yancey County
Mace, Andrew	\$16.11		\$2.88		\$18.99	2011 bill turned tag in with time remaining per collections
McCraty, Patrick	\$147.22		\$21.03		\$168.25	released bill to Buncombe County
Metcalfe, Brandon	\$3.36		\$0.14		\$3.50	2011 bill turned tag in with time remaining per collections
Moore, Mary	\$57.20				\$57.20	2012 bill turned tag in with time remaining per collections
Nelson, Susan		\$58.96			\$58.96	not in city limits
Nichols, Fred	\$34.50		\$1.24		\$35.74	adjusted value per Tec Data for high mileage
Norton, Kristen	\$6.94		\$0.62		\$7.56	2012 bill turned tag in with time remaining per collections
Norton, Lucille	\$97.55		\$8.71		\$106.26	2011 bill turned tag in with time remaining per collections

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March 2012 Vehicle Release for April 2012 Meeting

Norton, Peggy	\$53.70	\$53.70 not in city limits			
Owenby, Amanda	\$20.83	\$20.83 not in city limits			
Pavlick, Diana	\$22.82	\$26.86 adjusted value due to high mileage	\$4.04		
Plum, Angela	\$101.30	\$115.77 released bill to Buncombe County	\$14.47		
Ponder, Anthony	\$64.16	\$64.16 not in city limits			
Presnell, Vivkle	\$13.50	\$15.81 released bill to Yancey County	\$2.41		
Price, Elaine	\$7.06	\$7.06/2012 bill turned tag in with time remaining per collections			
Proehl, Adam	\$7.64	\$7.64/2011 bill turned tag in with time remaining per collections			
Proffitt, Scottie	\$5.90	\$6.90/2012 bill turned tag in with time remaining per collections	\$1.00		
Ramirez, Juan	\$4.54	\$4.95 this was billed and paid in Avery County	\$0.41		
Reid, Robert	\$3.53	\$3.53 released bill to Buncombe County			
Rice, Felix	\$80.02	\$94.31 released bill to Buncombe County	\$14.29		
Riddle, Raegan	\$22.40	\$26.00 adjusted value per amount paid when new	\$3.60		
Ritchhart, John	\$380.08	\$441.16 adjusted value of bill to purchase price less 7% depreciation	\$61.08		
Rogers, Joan	\$81.76	\$81.76 released bill to Buncombe County			
Rymer, Margaret	\$10.02	\$18.43/2011 bill turned tag in with time remaining per collections	\$8.41		
Schneider, Darrell	\$9.63	\$10.49/2012 bill turned tag in with time remaining per collections	\$0.86		
Self, Hugh	\$3.96	\$4.50/2012 bill turned tag in with time remaining per collections	\$0.54		
Shelton, Edwin	\$4.00	\$4.60/2012 bill turned tag in with time remaining per collections	\$0.60		
Shook, Travis	\$19.60	\$23.40/2010 bill turned tag in with time remaining per collections	\$3.80		
Swann, Robert	\$182.07	\$210.63/Mr. Swann presented a bill of sale showing he's not the owner	\$28.56		
Trentham, Lisa	\$0.81	\$0.81/2011 bill turned tag in with time remaining per collections			
Tucker, Mark	\$21.90	\$21.90/2011 bill turned tag in with time remaining per collections			
Warner, Carmen	\$31.52	\$34.84/2009 Bill turned tag in with time remaining per collections	\$3.12		
Watts, Melinda	\$96.82	\$114.11 released bill to Buncombe County	\$17.29		
Weaver, George	\$14.23	\$26.17 adjusted value per Tec Data for high mileage	\$11.94		
West, Thomas	\$3.95	\$4.30 adjusted value per Frank House due to trail damage	\$0.35		
Wilson, Leonard	\$3.58	\$3.58/2012 bill turned tag in with time remaining per collections			
Worley, John	\$27.72	\$31.83 released bill to Buncombe County	\$3.96		
Wyatt, Barbara	\$12.17	\$12.17 not in city limits lives on Bull Creek Road			
TOTALS	\$2,085.06	\$424.04	\$255.73	\$0.00	\$2,804.83

March 2012 Refunds , April 2012 Meeting

NAME	County	City	Fire fee	Disposal fee	Late list fees	Int	TOTALS	REASON
Clark, Evelyn				\$380.00			\$380.00	only has 2 SWMH refunded difference
Carolina First Bank				\$190.00			\$190.00	no house site on this parcel
Cutshall, Clyde	\$66.30		\$6.50				\$72.80	2007 bill this is a leasehold but was charged for land
Cutshall, Clyde	\$66.30		\$6.50				\$72.80	2008 bill this is a leasehold but was charged for land
Cutshall, Clyde	\$66.30		\$6.50				\$72.80	2009 bill this is a leasehold but was charged for land
Cutshall, Clyde	\$72.80		\$6.50				\$79.30	2010 bill this is a leasehold but was charged for land
TOTALS	\$271.70	\$0.00	\$26.00	\$576.00	\$0.00	\$0.00	\$667.70	



Proclamation

Child Care Provider Appreciation Day

Friday, May 11, 2012

WHEREAS, the National Association of Child Care Resource and Referral Agencies and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, of the 20 million children under age 5 in America, over 11 million are in some form of child care setting; and

WHEREAS, currently in Madison County, approximately 313 children are being educated and cared for locally by 82 child care professionals; and

WHEREAS, by calling attention to the importance of high quality child care services for all children and families within our state/community, these groups hope to improve the quality and availability of such services; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; high quality early childcare services represent a worthy commitment to our children's future.

Now, therefore, I, Debbie Ponder, chairperson of the board of commissioners, hereby proclaim May 11th 2012 as Provider Appreciation Day in Madison County and urge all citizens to recognize Child Care Providers for their important work.

This the _____ day of April, 2012.

DEBBIE PONDER, CHAIRPERSON
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:

LARRY L. LEAKE, CLERK