# Ashe County Planning Department Staff Report

3/9/2018

**RE: Farm Land Preservation Grant** 

#### **Summary:**

In December of 2016, the Ashe Count Planning Department and the Agricultural Extension Office applied for a grant through the NC Department of Agriculture to prepare a farmland preservation plan for the county. In August of last year, we were awarded the grant and \$14,000 to pursue this project. A detailed summary of the project is included with this cover sheet. The intent of this project is to grow agriculture in Ashe County and increase land in agriculture production. Secondary project goals include increasing awareness about farming in Ashe County and opening new markets and opportunities for farmers in the County.

We waited to come back to the Board till we received a contract from the NC Department of Agriculture which we just recently received. To move forward with the grant we would ask for the following:

- 1. Acceptance of the Grant, \$14,000
- 2. Approval of the "Farmland Preservation Plan Committee"

In addition to these items, we have been talking to the High Country Council of Governments about leading this committee and preparing this plan. At this time, we do not have a final contract with the HCCOG but can bring that back to the Board when it is prepared if necessary.

#### **Attachments:**

- 1. NCDA&CS Grant Approval Letter
- 2. Farmland Protection Plan Proposal
- 3. Farmland Preservation Plan Committee
- 4. State Contract ADM-ADFP-17-002



Ashe County Planning Department 150 Government Cir, Suite 2400 Jefferson, NC 28640

# STATE OF NORTH CAROLINA COUNTY OF WAKE



**Departmental Use Only** 

CENTER: 2108-1014 ACCOUNT: 536406 AMOUNT: \$14,000

# North Carolina Department of Agriculture and Consumer Services Farmland Preservation

# North Carolina Agricultural Development and Farmland Preservation Trust Fund – Cycle X

#### Governmental

# CONTRACT # ADFP Tracking # ADM-ADFP-17-002

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Farmland Preservation – North Carolina Agriculture Development and Farmland Preservation Trust Fund, (the "Agency") and Ashe County, (Grantee), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000295 and is physically located in Ashe County, and is further located at 150 Government Circle Jefferson NC 28640.

The purpose of this Contract is to encourage the preservation of qualifying agricultural, horticultural, and forestlands to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Ashe County Farmland Protection Plan**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.

#### I. Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- 1. This Contract
- 2. General Terms and Conditions (Attachment A)
- 3. Scope of Work (Attachment B)
- 4. Budget and Budget Narrative (Attachment C)
- 5. Project Timeline (Attachment D)
- 6. FPP Acceptance Letter by County (Attachment E)
- 7. NC Openbook Supplemental Information (Attachment F)
- 8. Performance Measures (Attachment G)
- 9. Certifications and Assurances Section (Attachment H)
- 10. Signature Card (Attachment I)
- 11. W-9 Tax Information (Attachment J)
- 12. Vendor Electronic Payment Form (Attachment K)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

#### II. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

#### III. Effective Period:

This Contract shall be effective on **October 1, 2017** and shall terminate on **September 30, 2019**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

#### IV. Grantee's Duties:

The Grantee shall conduct activities as described in Attachment B, Scope of Work, and in accordance with the approved budget in Attachment C and the approved timeline in Attachment D. In addition, the Grantee shall complete the activities as specified below.

- a. The Grantee shall be responsible for the acquisition of all permits and licenses required in the performance of the activities as described in the Scope of Work and for ensuring compliance with all applicable Federal, State, county, and local regulations.
- b. The Grantee shall provide the Agency with progress reports, both financial and programmatic, semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports.

Reporting Period Covered	Date Reports are Due
October 1, 2017 - March 31, 2018	April 10, 2018
April 1, 2018 - September 30, 2018	October 10, 2018
October 1, 2018 - March 31, 2019	April 10, 2019
April 1, 2019 - September 30, 2019	October 10, 2019

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual time sheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match; copies of checks, bank deposits and fund transfers for cash match. Other types of documents may be acceptable with the approval of the ADFP Trust Fund Program Manager.

c. The Grantee shall also submit a final grant report. Included in the final report, the Grantee shall provide an accounting of final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). The Agency will retain 20% of the awarded grant amount until the final report, including cash match and in-kind documentation, is received and approved by the Agency. The final report and all invoices are due by the 10<sup>th</sup> of the month following the ending date of the contract and shall be paid within 60 days of the contract end date. If the final report, all invoices, and supporting documentation have not been received by the 10<sup>th</sup> of the month following the ending date of the contract the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement. Refer to the table below for final reporting dates:

Reporting Forms	Date Reports are Due
Letter requesting Extension and Updated Timeline	July 31, 2019
All progress reports, budget reports, reimbursement request, matching documentation and other reporting documents needed to close the contract	October 10, 2019
Final Reimbursement Payment	November 30, 2019

- d. Grantee monitoring shall be completed in accordance with the Agency "Agricultural Plan Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall complete and submit to the Agency the "Grantee Monitoring Checklist – Agricultural Plan" to report its annual monitoring findings. The first "Grantee Monitoring Checklist – Agricultural Plan" is due by December 31 of the following calendar year after the final report (referred to Paragraph IV, Line C) has been submitted and approved, and annually thereafter for five years.
- e. The Grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date in order for the Grantee to receive payments.
- f. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NC ADFP Trust Fund." The NC ADFP Trust Fund logo (digital versions of which can be downloaded from the NC ADFP Trust Fund website at <a href="www.ncadfp.org">www.ncadfp.org</a>) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
- g. Non-compliance of grantee duties will result in an immediate suspension of existing Agency grant funding, and the Grantee shall be ineligible for further Agency grants until the noncompliance is corrected and the Agency has acknowledged the correction and the Grantee is in good standing.

#### V. Agency's Duties:

- a. The Agency shall provide the grantee with their eligibility classification status based upon the required reporting period as noted under "Grantee Duties" above. Grantee payments shall be reflected by eligibility classification status subject to the Agency policy.
- b. The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$14,000.

This amount consists of: \$ 0.00 in federal funds.
This amount consists of \$14,000 in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$
Other/Specify:	\$

 $\boxtimes$  c. The Grantee's matching requirement is \$4,200, which consists of:

In Kind	\$4,200
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$
Other/Specify:	\$

d. The Grantee has committed to an additional \$18,200 to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$18,200.

- c. The Agency shall initiate the monitoring protocols the year after the final report (referred to Paragraph IV, Line C) has been submitted and approved unless directed prior to by the Commissioner of Agriculture.
- d. The Agency shall be responsible for the approval or denial of all required documentation and reports submitted by the Grantee and notify Grantee of its findings.

#### VI. Conflict of Interest Policy:

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is <u>not</u> required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

#### VII. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is <u>not</u> required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

#### VIII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

#### IX. Reporting Requirements:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

#### X. Payment Provisions:

Upon execution of the contract, the Grantee may complete an "Initial Request for Payment" form for an amount not to exceed \$25,000. If the total grant amount is less than or equal to \$31,250, no more than 80% of the ADFP funds can be requested at this time. Invoices or other types of billing documents showing expenditure use of these funds shall be submitted and approved by the Agency before additional payment request can be submitted. The Grantee is limited to one payment request per month and shall be supported by appropriate invoices, or other types of billing documents. The Grantee may request from the Agency all remaining funds less 20% of the awarded grant amount (refer to Paragraph IV, Line C). At a later date, but prior to the expiration date of the contract, the Grantee may request the final payment; which is the remaining 20% of the awarded grant amount, upon the Grantee's submission of a final grant report determined to be in compliance with the Agency's reporting specifications. The Agency may withhold reimbursements if the Grantee fails to accomplish the milestones stated in Attachment B and D. All payments are subject to the availability of funds.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Upon expiration of the contract date, the Grantee shall have until the 10<sup>th</sup> of the following month that the contract ends, to get all documents and invoices to the agency in accordance with its approved budget in Attachment C. Should the grantee have unspent funding remaining at the expiration date of the contract, these unspent funds shall be immediately returned to the Agency. Under no circumstances shall the Grantee encumber or expend funds provided under this contract after the contract expiration date.

If this Contract is terminated prior to the original end date, the Grantee may submit a final "Request for Reimbursement" form. All unexpended funds shall be returned by the Grantee to the Agency within 45 days of the contract termination date. The Grantee shall also provide the Agency with a final report, in a format provided by the Agency, within 45 days of the contract termination date. The final report will be used by the Agency to determine the amount, if any, of expended funds to be returned to the Agency by the Grantee.

Eligible expenditures for payment must be within the fiscal period noted in the contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All matching funds, including in-kind and cash, **must be spent concurrently with funds provided by this Contract.** Match may <u>not</u> be from a similar appropriation source such as the ADFP Trust Fund grant funding. Both types of matching funds expended shall be accounted for on the Request for Reimbursement forms, and support documentation for all matching expenditures shall be included with the forms.

All travel reimbursements shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Due to fiscal year ending June 30, any reimbursement request received after June 15 is subject to payment in the next fiscal year.

Indirect costs are not allowable expenditures under this Contract.

#### XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

#### For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Veronica Jamison, Administrative Officer I	Veronica Jamison, Administrative Officer I
1001 Mail Service Center, Raleigh, NC 27699-1001	2 W. Edenton St., Raleigh, NC 27601
20	
Telephone: 919-707-3071	
Fax: 919-716-0105	
Email: veronica.jamison@ncagr.gov	

#### For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel	
Name: Adam Stub Title: Director of Planning	Name: Micah Orfield Title: Chair Extension Agent,	
	Livestock	
Company Name: Ashe County	Company Name: Davie County Agricultural Advisory	
	Board Ashe County Agriculture Extension Office	
Post Office Address: 150 Government Circle	Street Address: 134 Government Cir 450 Government	
01 1 5 00040	Circle	
City: Jefferson State: NC Zip: 28640	City: Jefferson State: NC Zip: 28640	
Telephone: 336-846-5528	Telephone: 336-846-5850	
■ Particulation of the property of the particular property of the particular property of the particular parti	A STATE OF THE STA	
Fax: n/a	Fax: n/a	
Email: Adam.Stumb@ashecountygov.com	Email: micahorfield@ashecountygov.com	

#### XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

#### XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already has implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - · Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Has procedures in place to insure that account balance is solvent and to reconcile the account monthly.

#### XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency. The Grantee will be responsible for the performance of all its subgrantees and shall not be relieved of any duties and responsibilities of this contract.

#### XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page.]

XVI.	Signature Warranty:		
	The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.		

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee Ashe County	
Signature of Authorized Representative	Date
Printed Name	Title
Witness:	
Signature	Date
Printed Name	Title
North Carolina Department of Agriculture and Consu	mer Services
Signature of Authorized Representative	Date
N. David Smith, Chief Deputy Commissioner	

Printed Name of Authorized Representative



# NCDA&CS Farmland Preservation Division NC Agricultural Development and Farmland Preservation Trust Fund

Commissioner Steve Troxler

NC DEPARTMENT OF AGRICULTURE &

Mr. Jimmy Gentry

Mr. Pryor Gibson

Mr. William Holbrook
OFFICE OF THE PRESIDENT PRO TEMPORE

Mr. Clarence Hood
OFFICE OF THE SPEAKER OF THE HOUSE OF
REFRESENTATIVES

Dr. Shirley Hymon-Parker

Mr. B. Ray Jeffers

PERSON COUNTY COMMISSIONER - NC

Mr. Jimmy Johnson no department of environmental, a natural resources

Mr. Ben Knox nc association of soil a water conservation districts

Mr. Scott Marlow
RURAL ADVANCEMENT FOUNDATION

Dr. Tom Melton NC STATE UNIVERSITY - CALS

Mr. Edgar Miller CONSERVATION TRUST FOR NO

Ms. Erica Peterson
NG AGRIBUSINESS COUNCIL.

Mr. Stuart Pierce office of the Governor

Secretary John Skvarla no department of commerce

Mr. Darelle Tennie

NO BLACK FARMERS & AGRICULTURALISTS

ASSOCIATION

Mr. Steve Woodson

Vacant
NC RURAL ECONOMIC DEVELOPMENT CENTER.

August 17, 2017

Dear Mr. Stumb:

Mr. Adam Stumb

Ashe County

Director of Planning

Jefferson, NC 28640

150 Government Circle

Thank you for your interest in the NC Agricultural Development and Farmland Preservation Trust Fund program. Your project, Ashe County Farmland Protection Plan, has been reviewed by our staff and endorsed by the NC Agricultural Development and Farmland Preservation Advisory Committee.

I am pleased to inform you that this project has been selected for funding. The estimated funding for this project will be \$14,000.00.

You may be contacted by staff to make adjustments to your budget, timeline, or other contractual documents. Contract timeline will be from October 1, 2017 until September 30, 2019.

If you have any questions or need further clarification please contact the ADFP Trust Fund Office at 919-707-3071.

Sincerely,

Steven W. Troxler

Commissioner of Agriculture

#### **Farmland Preservation Plan Committee**

#### **Farmland Preservation Board**

- a. Ryan Huffman
- b. Martin McVey
- c. Joel McNeill
- d. Todd Young

#### **Extension Advisory Board**

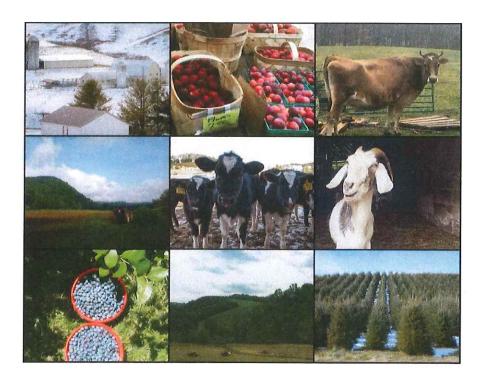
- e. Vickie Young
- f. Trathen Cheek
- g. Farm Bureau
- h. Rodney Cheek
- i. Judy Bare
- j. Bill Henson

#### **Planning Board**

- k. Keith Phillips
- I. Priscilla Cox

Additional stake holders may be included (economic development, chamber of commerce, Blue Ridge Conservancy) to add institutional knowledge to the project. These members will be advisory and will not make any final committee decisions.

# The Ashe County Farmland Protection Plan Proposal



#### Applicant:

Ashe County 150 Government Cir Jefferson, NC 28640

North Carolina Cooperative Extension Ashe County 134 Government Cir Jefferson, NC 28640



The Ashe County Farmland Preservation Board Farm Credit Carolina





The North Carolina Cooperative Extension, Ashe County Center, in conjunction with the Ashe County Farmland Preservation Advisory Board, Ashe County Planning Department and the Ashe County Planning Board are seeking a grant from the North Carolina Agricultural Development and Farmland Preservation Trust Fund to prepare a farmland preservation plan. We thank you for this opportunity to share with you our goals for this project.

#### **Project Goals**

- 1. Grow agriculture in Ashe County
- 2. Public Involvement with farmers, producers, local retailers and residents
- 3. Assist farmers as the explore new markets for products
- 4. Increase land in agriculture production
- 5. Increase overall awareness about farming in Ashe County

#### Public Involvement

- 1. Public meetings
- 2. Interviews
- 3. Surveys (mailed and online)

The key to this project is buy in by the farmers of Ashe County and by the elected officials who direct policy changes in Ashe County.

### **Program Schedule**

- 1. Fourth Quarter: October December 2017
  - Form stakeholders committee to work on Farmland Preservation Plan. To include members to the Farmland Preservation Board and Planning Board
  - Hold first committee meeting
  - Public kickoff
- 2. First Quarter: January March 2018
  - Public outreach, including surveys (mailed and online) and farmer interviews
  - · Continue to hold committee meetings as needed
- 3. Second Quarter: April June 2018
  - Continue public outreach as Farmers Market opens for the season
  - Meet with committee as needed
- 4. Third Quarter: July September 2018
  - Compile public input
  - Begin writing plan and formulating recommended actions
- 5. Fourth Quarter: October December 2018
  - Meet as committee to review draft plan and recommended actions. Adjust plan as needed.
  - Review draft plan with public
- 6. First Quarter: January March 2018
  - Seek approval of plan from elected officials

## **Program Budget**

ADFP Trust Fund Request: \$15,000.00

Matching Funds: \$5,000.00

Special Program Supplies \$500.00

Personnel and Administrative Match \$3,000.00

Office Supplies \$1,000.00

Printing and Binding Match \$500.00

Program Budget: \$20,000.00

#### Meet the Stakeholders

In developing a farm land protection plan we hope to involve the community farmers in the county throughout the process. That includes individuals but also some of the many organization that support farming in Ashe County.

## **Ashe County Farmland Preservation Board:**

The Ashe County Farmland Preservation Board's goal is to promote health, safety, and rural agricultural

values; to increase identity and pride in the agricultural community and its way of life; to encourage the economic and financial health of farming; to increase protection from undesirable, non-farm development; and increase the protection of farms from nuisance suits and other negative impacts on properly managed farms.



This Board has spearheaded the effort to create a farmland preservation plan to protect agriculture in the county for future generations.

# **Ashe County Planning Board:**

The Ashe County Planning Board consists of five members from different communities throughout the County. The Planning Board is responsible for administering several of the County's Land Use



US 221 widening project - Courtesy of NCDOT

Ordinances, including Residential Subdivisions,
Mobile Home Parks, Recreational Vehicle Parks and
Communications Towers. Board members are
offered a minimal compensation for their time and
effort, but are obviously involved because of a
desire to sustain and protect the quality of life in
Ashe County. As responsible members of the
community, Planning Board members take very
seriously their commitment to fair and logical

interpretation of County ordinances. This Board is on the forefront of development in the County and sees the changing landscape. The most influential project in the County that will have an effect on development and agriculture is the widening of US 221 scheduled to be complete in 2019.

## **Extension Advisory Board**

Cooperative Extension, Ashe County Center, and its Advisory Board work to support current farming operations through education of best practices, assist citizens in developing successful diverse agriculture ventures, continue utilizing Integrated Pest Management (IPM) principles to support environmental stewardship and cost saving practices, provide youth development programs to keep youth actively involved and learning; leadership skills and agriculture, promote academic success through coordination of services for youth, promote health, safety and well-being of all families, promote food preservation, food safety and drinking water quality and resource management.

## Ashe County Cattleman's Association

The Ashe County Cattleman's Association is a local organization that promotes the production of cattle in Ashe County. It assists local cattleman with issues of production, regulation, and safety.

# **Ashe County Christmas Tree Association**

The Ashe County Christmas Tree Association is an association of family farmers in North Carolina's Blue Ridge Mountains that specialize in growing Fraser Firs. The Fraser Fir is highly prized all around the country because of its aroma, shape, dark green



color, excellent needle retention and strong branches capable of carrying heavy ornaments.

Association members also grow a wide variety of other Christmas tree species, nursery stock, and B&B stock; along with making and shipping wreaths and garland. Other Association members operate Choose & Cut farms that families from all over the South visit to get their yearly Christmas tree.