

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 23, 2015 AGENDA ITEM NUMBER: 7-A&B

- SUBJECT:**
- A. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT TO RECEIVE GRANT FUNDS FROM THE WINSTON-SALEM FOUNDATION, INC. DONATED BY THE ANNE HANES WILLIS FUND FOR CONSTRUCTION OF A FENCE AROUND THE ARBORETUM AND GARDENS AT TANGLEWOOD PARK**
  - B. AMENDMENT TO THE FY 2015-2016 BUDGET ORDINANCE TO APPROPRIATE \$25,000 IN GRANT FUNDS FROM THE WINSTON-SALEM FOUNDATION, INC. TO FUND CONSTRUCTION OF A FENCE AROUND THE ARBORETUM AND GARDENS AT TANGLEWOOD PARK**

**(FORSYTH COUNTY COOPERATIVE EXTENSION SERVICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

Forsyth County Cooperative Extension Service received notification of a grant award in the amount of \$30,000 (\$25,000 in excess of currently appropriated amount) from The Winston-Salem Foundation, Inc. to support the Arboretum and Gardens at Tanglewood Park for FY 2015-2016 from funds donated by the Anne Hanes Willis Fund. The funds are awarded for construction of a fence around the Tanglewood Park Arboretum and Gardens.

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Kimberly Otto, Jr.* DATE: November 18, 2015  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT TO RECEIVE  
GRANT FUNDS FROM THE WINSTON-SALEM FOUNDATION, INC. DONATED BY  
THE ANNE HANES WILLIS FUND FOR CONSTRUCTION OF A FENCE AROUND  
THE ARBORETUM AND GARDENS AT TANGLEWOOD PARK  
(FORSYTH COUNTY COOPERATIVE EXTENSION SERVICE)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a grant agreement with The Winston-Salem Foundation, Inc. for the benefit of the County's Cooperative Extension Service, to receive grant funds in the amount of \$30,000 donated by the Anne Hanes Willis Fund to fund the construction of a fence around the Arboretum and Gardens at Tanglewood Park, subject to compliance with applicable bidding laws, a pre-audit certificate thereon, by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 23<sup>rd</sup> day of November 2015.

FORSYTH COUNTY, NORTH CAROLINA  
AMENDMENT TO  
2015-2016 BUDGET ORDINANCE

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FROM: BUDGET & MANAGEMENT

MEETING DATE: November 23, 2015

EXPLANATION:

Forsyth County Cooperative Extension Service received notification of a grant award in the amount of \$30,000 (\$25,000 in excess of currently appropriated amount) from The Winston-Salem Foundation, Inc. to support the Arboretum and Gardens at Tanglewood Park for FY 2015-2016 from funds donated by the Anne Hanes Willis Fund. The funds are awarded for construction of a fence around the Tanglewood Park Arboretum and Gardens.

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BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE 2015-2016 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

INCREASE:	<u>SECTION 1. REVENUES.</u>	
	GENERAL FUND	
	OTHER REVENUES	<u>\$25,000</u>
INCREASE:	<u>SECTION 2. APPROPRIATIONS.</u>	
	GENERAL FUND	
	COOPERATIVE EXTENSION	<u>\$25,000</u>

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NATURE OF TRANSACTION:

- Additional Revenue Available  
 Transfer within Accounts of  
Same fund  
 Other:

APPROVED BY BOARD OF COUNTY  
COMMISSIONERS AND ENTERED ON  
MINUTES DATED \_\_\_\_\_  
AGENDA ITEM NUMBER \_\_\_\_\_

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The Winston-Salem Foundation  
751 West Fourth Street, Suite 200  
Winston-Salem, NC 27101  
www.wsfoundation.org  
Telephone (336) 725-2382 Fax (336) 727-0581

## GRANT CONTRACT

*The grant to your organization from The Winston-Salem Foundation is for the purpose stated below. The grant is made subject to your acceptance of the terms described herein.*

*To accept the grant, return a signed and initialed copy of this agreement. Keep the other copy for your files.*

**Grantee:** NC Cooperative Extension Service, Forsyth County  
**Purpose:** To continue funding the restoration of the Arboretum at Tanglewood.  
**Grant Number:** 15DIS85557  
**Date Authorized:** September 30, 2015  
**Amount:** \$30,000.00  
**Grant Period Begins:** September 30, 2015  
**Grant Period Ends:** July 29, 2016  
**Grant Results Due:** July 29, 2016  
**Special Condition:** The entire grant is designated to the deer fence.  
**Initial** \_\_\_\_\_

All grants are made in accordance with current applicable laws and the Internal Revenue Code, as amended.

### 1. GRANT RESULTS REPORTING:

**A. Grant Results Report:** Prior to the end of the grant period, the Foundation will provide the grantee with a Grant Results Report to use to provide written information about the results of the grant and the progress made on the outcomes listed below. Initialing beside each outcome below indicates the grantee's commitment to work toward achieving these outcomes during the grant period:

- Initial** \_\_\_\_\_ a) A fence is built around the Arboretum gardens and is effectively keeping deer from damaging the plants.
- Initial** \_\_\_\_\_ b) Replacement plant costs have been reduced and plant diversity is increased at the Arboretum.

**Date due:** July 29, 2016

**B. Updates:** At times, a grantee will be asked to provide written or verbal updates to describe progress during the grant period.

1. **Progress Update Report:** Prior to the due date below, the Foundation will provide the grantee with a Progress Update Report to use to provide written information about progress made to date on the outcomes listed above.

**Date due:** N/A

2. **Phone Call:** Prior to the due date below, a program officer will schedule a phone call with the grantee to discuss progress made to date on grant activities and outcomes.

*Date due: N/A*

The Foundation may arrange site visits with the grantee to review funded project activities, current and past.

2. **EXPENDITURE OF GRANT FUNDS:** Grant funds provided may be spent only for the purpose stated above, which is approved by The Winston-Salem Foundation Committee. The funded project and its budget may be changed only with the Foundation's prior approval.
  - A. Funds will be disbursed to the grantee upon the Foundation's receipt of this signed agreement; a written request for payment; and, if indicated, the satisfactory compliance with any special conditions.
  - B. Any special conditions which apply to the grant should be met promptly. Adequate evidence of compliance with the conditions will be required before the Foundation releases funds.
  - C. Expenses may not be charged against the grant prior to or after the date of the grant period without prior approval of the Foundation.
  - D. The grantee is responsible for grant funds received and for maintaining adequate supporting records consistent with generally accepted accounting practices.
  - E. Equipment or property purchased with grant funds shall be the property of the grantee organization unless the purpose of the organization changes or it should go out of existence. In either case, the equipment or property reverts to the Foundation.
3. **REVERSION OF GRANT FUNDS:** The grantee will return to the Foundation any funds not spent by the close of the grant period.

Also, if the Foundation determines that the grantee has breached this agreement, the grant will be canceled and all funds will be promptly returned to the Foundation.
4. **COPYRIGHTS:** The Foundation desires the widest possible distribution of any reports, books, or articles resulting from the grant. The Foundation reserves the royalty-free license to use such publications.
5. **LIMIT OF COMMITMENT:** Unless otherwise stipulated in writing, the Foundation has no obligation to provide other or additional support to the grantee.

For the Grantee:

\_\_\_\_\_  
Chief Volunteer Officer  
(Board)

\_\_\_\_\_  
Chief Executive Officer  
(Staff)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date