TOWN OF BLACK MOUNTAIN
TOWN COUNCIL

June 25, 2024 **SPECIAL MEETING AGENDA** **Time: 5:30 p.m.**

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

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Conserve resources; print only when necessary.

*The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk Wesley Barker at: town.clerk@tobm.org, or **(828) 419-9300 / TDD (800) 735-2962***

1. CALL TO ORDER

2. PUBLIC HEARING

*The chair will recognize individuals requesting to address the Council regarding the specific topic of the public hearing. **Public hearing comments by any one speaker shall be limited to ten (10) minutes**. The Mayor reserves the right to alter time limits and other rules of procedure at the beginning of each public hearing.*

A. Text amendments to Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals and Special Events, to allow alcohol sales and consumption on sidewalks and streets during approved special events - *Jessica Trotman, Planning Director*

Motion: I move that we approve the proposed text amendments to Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals and Special Events as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

3. NEW BUSINESS

A. Approval of Hemphill Property Grant Project Ordinance and Budget Amendment. - *Tammy Holland, Finance Director*

Motion: I move to approve the Hemphill Property Grant Project Ordinance and Budget Amendment as presented and recommended.

B. Approval of Cragmont Park Capital Project Ordinance and Budget Amendment
- *Tammy Holland, Finance Director*
Motion: I move to approve the Cragmont Park Capital Project Ordinance and Project Budget Amendment transferring approved funding from the General Fund to the new Capital Project as presented and recommended.

C. Approval of Budget Amendments - *Tammy Holland, Finance Director*
Motion: I move to approve the budget amendments as presented.

LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Tuesday, June 25, 2024, at 5:30 p.m.

The Black Mountain Town Council will meet on **Tuesday, June 25, 2024, at 5:30 p.m**. in the Council Chambers in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals and Special Events, to allow alcohol sales and consumption on sidewalks and streets during approved special events.

The meeting is open to the public.

_____

Wesley M. Barker
Town Clerk

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Posted to the Town Bulletin Board 06/11/24
Published in the Black Mountain News 06/13/2024 and 06/20/2024

www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** June 25, 2024

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Planning

TITLE OF ITEM: Public Hearing for Text Amendments to Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals and Special Events

SUGGESTED MOTION(S):

I move that we approve the proposed text amendments to Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals and Special Events as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

SUMMARY:

Based on feedback received from the community and direction from Town Council, staff has provided amendments to the alcoholic beverages section of the Code of Ordinances and the special events section of the Code of Ordinances to allow for the consumption of alcohol in public areas, such as sidewalks, rights-of-way, etc., during special events that have an approved special event permit from Town staff.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. ***Ordinance***

ORDINANCE #

AN ORDINANCE TO AMEND CHAPTER 4, ALCOHOLIC BEVERAGES, AND CHAPTER 43, ARTICLE IV, PARADES, FESTIVALS, AND SPECIAL EVENTS, OF THE TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December, 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January, 2010; and

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Alcoholic Beverages, and Chapter 43, Article IV, Parades, Festivals, and Special Events, of the Town of Black Mountain Code of Ordinances, be amended to the following:

Chapter 4 – ALCOHOLIC BEVERAGES

Sec. 4-1. – Drinking in public places; exception**s**.

(a) No person shall consume alcoholic beverages, as defined by G.S. 18B-101(4), on or within the rights-of-way of the municipal streets, boulevards, alleys, sidewalks, municipal recreation areas, parks, playgrounds, or municipal buildings or on any other property owned or occupied by the town, except as herein provided.

(b) ~~The provisions of subsection (a) of this section shall not apply to those persons, who, for a fee, are using the Black Mountain Golf Course, or to those persons who have contracted to use and are using the Black Mountain Club House for a fee.~~ **Exceptions:**

(1) **Any person who, for a fee, is using the Black Mountain Golf Course.**

(2) **Any person who has contracted to use and is using the Black Mountain Club House for a fee.**

(3) **Participants of a special event that has received an approved special event permit from the town that includes the serving of alcoholic beverages for consumption on streets and sidewalks closed pursuant to an approved special event permit.**

Sec. 4-2. – Disposal of beer, wine, and liquor containers.

No person shall drop, throw, cast, deposit or leave any beer, wine, or liquor containers upon any municipal streets, boulevards, alleys, sidewalks, municipal parks and buildings, or any other property owned or occupied by the town.

Sec. 4.3 – Distribution of revenue.

Revenue shall be distributed in accordance with state law.

Sec. 4.4 – Powers of local ABC board.

(a) The local ABC board shall operate according to powers granted under the authority of article 7, Local ABC Boards**,** ~~North Carolina~~ **N.C.**G.S. 18B-700.

(b) In addition to removal provisions set forth in ~~North Carolina~~ **N.C.**G.S. 18B-202, the ~~board of aldermen~~ **town council** may dismiss any member who misses three consecutive meetings or one-half of the meetings held in a single six-month period without good

cause (such as temporary severe illness of a member or of a member of such member's family, or overriding but temporary business concerns). Such dismissal may be considered upon ~~or~~ **a** complaint by the ABC board chairperson, a member of the ABC board, staff, or on the ~~board of aldermen's~~ **town council's** own motion. A member must attend 50 percent of a meeting in order to be considered in attendance for the purposes of this policy. On January 1st of each year, a member of any board or commission appointed by the ~~mayor or board of aldermen~~ **town council** may be automatically removed from said body for failure to attend at least one-half of all regular and special meetings of the body held during the immediately preceding calendar year.

(c) The ABC board shall serve without compensation from the Town of Black Mountain.

Sec. 4-5. – Wine, fortified wine, and mixed beverages on Sunday mornings.

The sale of malt beverages, unfortified wine, fortified wine and mixed beverages shall be allowed within Black Mountain's corporate limits on Sundays beginning at 10:00 a.m., at any premises which is properly licensed as provided in G.S. ch. 18B, art. 9.

ARTICLE IV. – PARADES, FESTIVALS AND SPECIAL EVENTS

Sec. 43-71. – Purpose and applicability.

(a) The town permits certain and specified uses in order to accommodate special events, parades, demonstrations, and other temporary uses of public property in order to ensure public health, safety and welfare by keeping local officials informed of activities that may impact the larger community or require assistance from any of the town's departments.

(b) This article shall not apply to:
  (1) Funeral processions;
  (2) Any governmental agency acting within the scope of its functions;
  (3) Special events on private property which will not require traffic control, fire inspections or other actions by town staff or departments; or
  (4) Students going to and from school classes participating in educational activities, provided such activities are authorized by appropriate school authorities and are under the immediate direction and supervision of school authorities authorized to approve and supervise such special events activities.

Sec. 43-72. – Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings described to them in this section, except where the context clearly indicates a different meaning:

Fortified wine means any wine or alcohol containing more than 16% alcohol and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice, or honey, or by the addition of pure cane, beet, or dextrose sugar.

Group demonstration means any assembly, together or concert action, on public property or public rights-of-way for the purpose of protesting any matter, making known any position, for

the promotion of the assembly or on behalf of any organization or person, or for the purposes of attracting attention to the assembly.

Malt beverage means beer, lager, malt liquor, ale, porter, or any other brewed or fermented beverage containing at least 0.5% and not more than 15% alcohol by volume.

Mixed beverage means a drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package.

Open container means a container whose seal has been broken or a container other than the manufacturer's unopened original container.

Special event means a planned, outdoor event which involves the gathering of a group of persons for a common purpose, design or goal upon a public street, sidewalk, alley, park, building or other public place, including, but not limited to, outdoor activities conducted on public property or public rights-of-way, sporting events not associated with an educational facility or municipal government, public meetings or assemblies, outdoor organized entertainment or festivals, organized celebrations, or parades, and the playing of music by musicians (musical events, where tickets are sold).

Unfortified wine means wine that has an alcoholic content produced only by natural fermentation by the addition of pure cane, beet, or dextrose sugar, and that has an alcoholic content of not more than 17% alcohol by volume.

Sec. 43-73. – Permit application – Required contents.

(a) No person shall have, hold, sponsor, or cause to be had, held, or sponsored any special event without first applying to the town and receiving a permit for the event. All applications for permits must be made on forms provided by the town.

(b) Planners of group demonstrations shall, when possible, provide a completed application for a permit, so as to allow the town to make plans for traffic control and such other measures needed to protect the safety of demonstrators while insuring the safety of all citizens.

(c) Applications for permits may be made to the office of the town manager or any other office as designated by the town manager.

(d) A statement of the applicant's intent whether to serve or to allow the consumption of beer, wine, and mixed beverages. If serving alcoholic beverages, a copy of the applicant's ABC permit demonstrating that the applicant is properly licensed to allow the consumption of beer, wine and mixed beverages within the plan-defined area, and a verified statement by the applicant that:

(1) **Its ABC permit is in good standing; and**

(2) **The applicant has not been cited for any violation of its ABC permit for the premises within the previous three-year period. If the applicant has been cited, the applicant must provide a statement describing the circumstances for which it was cited and describing what, if any, penalty was imposed for the incident.**

(e) The application must be completed in its entirety. No application shall be considered submitted until all information required by the application form has been provided. Applications shall include:

(1) The name, address, title and telephone number of the person responsible for the event. If the sponsor includes a sponsoring organization or corporation of any kind, the applicant shall provide the name and address of the person within the sponsoring organization or corporation who will be responsible for the event in addition to the organization or corporation's contact information;

(2) The nature of the proposed special event and the activities to be conducted;

(3) The date hours, and location requested;

(4) The number of persons estimated to be in attendance, including organizers, participants, vendors, and the estimated maximum number of people to be assembled at any one time;

(5) A description of the area to be utilized, including property owners, public rights-of-way and requested street changes, closures and parking areas, and indicated on a map. Map should indicate:

a. Any proposed road/lane closures;

b. Proposed barricade, stage, vendor, **alcohol consumption areas**, and other structure locations, including proposed signs;

c. A proposed detour route; and

d. Proposed traffic control, detour or directional signage and their locations.

(6) Information on emergency access to all locations within the restricted areas;

(7) Information on proposed temporary signs and banners;

(8) The type and location of all temproray structures, tents, air-supported structures, stages, trailers and vendors to be located at the special event, including documentation of the flammability rating of each;

(9) Information on utility services, including electrical power, water, restroom facilities, and garbage collection an disposal;

(10) The intention of the applicant or sponsoring organization to provide proof of adequate liability insurance coverage, the amount of which will be determined by the ~~board of aldermen~~ **town council**, but in no event shall be less coverage than $100,000;

(11) An agreement to save and keep the town free and harmless from any and all loss or damages or claims for damages, including attorney's fees and litigation costs, arising from or out of the special event;

(12) A schedule of times available prior to the special event to schedule inspections required by the state building and fire code;

(13) Agreement to comply with all municipal ordinances, rules, regulations, and other applicable laws;

(14) Information on the location and direction of noise-emanating devices, along with proposed level, frequency, and duration;

(15) Such other pertinent information as may be r4equired by the town or added at the direction of the town manager; and

(16) Any applicable permit or town fees as established by the board of aldermen town council. If such fee is established and based on the anticipated cost to the town for traffic control, sanitation and other services, the organizers of the special event may

be charged for the increase of such costs to the town resulting from an increase in the number of participants and the enlargement of the time period of the activity. This applies to special events but not to group demonstrations when such demonstrations are an exercise of the First Amendment rights of the participants.

Sec. 43-74. – **Sale of alcoholic beverages permitted at special events.**

(a) It shall be lawful for a special event permittee to serve or sell malt beverages, fortified wine, unfortified wine, and mixed beverages where the boundaries of the area in which such beverages are allowed is clearly delineated, where access to such area is restricted to persons who shall be at least 21 years of age and where the following requirements are met:

(1) **The contents of beer bottles, cans, wine bottles or any other unopened container shall be poured into appropriate non-glass and non-plastic cups;**

(2) **All empty bottles and cans shall be handled in such a way as to not be broken or left on streets and sidewalks; and**

(3) **The permittee shall be required to maintain proper decorum and order and leave the area in a clean condition.**

Sec. 43-75. – Same – Submission and approval

(a) Applications for special events must be properly and fully completed prior to submission to the office of the town manager, or any other office as designated by the town manager, at least ~~45~~ **120** days prior to the planned event.

(b) Applications for planned group demonstrations must be properly and fully completed prior to submission to the office of the town manager at least 24 hours prior to the planned event. The application shall specify the time, date, and place for the commencement and the route and anticipated duration of any demonstration. This requirement applies to planed demonstrations and is necessary to allow the town to have time to take such steps as are necessary to insure the ability of the participants to hold the demonstration while protecting the safety of the participants and others.

Sec. 43-76. – General standards for special events.

All special events shall meet the following standards for permit:

(1) Any activities related to the event, including setup and cleanup must occur between the hours of 8:00 a.m. and 11:00 p.m. Events extending over multiple days must discontinue activities at 11:00 p.m. and not reinitiate activities until 8:00 a.m.

(2) Permitted hours of operation for specific special events may be extended, at the discretion of the issuing official if:

a. Extension of hours will not result in this disturbance of properties within residential districts;

b. Extension of hours is necessary to minimize traffic impacts or public inconvenience;

c. The board is assured that any public safety or traffic concerns resulting from an extension of hours is adequately addressed by the event planners.

(3) Events will not be held at the same time and place as any other event for which a special event permit has previously been issued.

(4) A plan for alternate traffic and parking patterns shall be established with approval of the town police chief or his designee.

(5) The special event will not require the diversion of so great a number of police officers, ambulances, or firemen of the town that adequate public safety cannot be provided to the remainder of the town, nor shall the special event interfere with adequate fire and police protection or of ambulance service to areas contiguous to the assembly or location areas.
(6) The special event will not be conducted such that there is a reasonable likelihood of violence ot persons or property causing serious harm to the public.
(7) Temporary banners or signs associated with the event and described in the permit shall be allowed with the approval of the zoning administrator. Such banners or signage shall be placed no sooner than ten days prior to the event and shall remain in place no later than five days after the event. Signage remaining after ten days shall be removed by the town.

Sec. 43-77. – Standards applicable to group demonstrations.

(a) Group demonstrations for the purpose of exercise of First Amendment rights shall meet the following standards to keep relevant town personnel informed and to ensure public safety:
    (1) Permit applications shall specify whether or not minors below the age of 18 years will be permitted to participate.
    (2) Permit applications shall specify the person or persons in charge of the activity or a contact person for the town who will at all times be present at the demonstration, and that person or contact persons hall carry the permit at all times during the event.
    (3) Picketers shall observe the right of nonpicketers to utilize public rights-of-way for passage on foot or automobile and shall at all times keep public rights-of-way free and clear for utilization. Whenever free passage of any open street, sidewalk or other public area shall be obstructed by a crowd, persons shall disperse, move along, or clear a passage when directed to do so by a police officer of the town. Nothing in this section shall prohibit any person from reconvening after dispersing so long as free passage of any street or other public area is not obstructed.
(b) No person shall hamper, obstruct, impede, or interfere with any parade, or group demonstration being conducted under authority of a permit duly issued by the town.

Sec. 43-78. – Parking within special event areas or parade or demonstration routes.

(a) The chief of police shall have the authority to prohibit or restrict the parking of vehicles along a street or highway or part thereof or to close a town street to automobile traffic whenever such right-of-way constitutes an area needed for the special event or route of a parade or demonstration.
(b) The chief of police shall see that signs are posted to such effect at least 12 hours prior to the event, and it shall be unlawful for any person to park, remain parked or leave ay vehicle unattended in violation thereof.

Section 43-79. – Revocation of permit.

(a) The town manager or his designee, the fire marshal, or the chief of police may revoke a special event or group demonstration permit if the holder of such permit fails to comply with the provisions of this article or any terms and conditions of such permit.
(b) A permit revocation may be appealed to the town manager by giving written notice of such appeal within ten days of the date such revocation is effective. Any appeal shall be heard by the town manager within five working days of his receipt of such written appeal.

Sec. 43-80. – Appeals.

Any applicant wishinig to appeal the decision of the town manager or his designee to deny the issuance of a permit under the guidelines of this article shall do so, in writing, to the town **council** ~~board of aldermen~~ within ten days of notification that said application had been denied.

Sec. 43-81. – Violation and penalties.

(a) It shall be unlawful for any person to:
  (1) Carry on a special event without a required permit;
  (2) Fail to terminate an event upon revocation of a permit or by order in the absence of a permit;
  (3) Conduct a special event in violation of the terms and conditions of a permit issued for such event;
  (4) Conduct an unpermitted event or activity that appears to be associated with a permitted event.

(b) The town may enforce this article by using any one or more combinations of the foregoing remedies.
  (1) Any violation of the provisions of this article shall result in the town immediately shutting down the event and shall subject the offender to a civil penalty of $500.00.
  (2) Each day's continuing violation shall be a separate and distinct offense.
  (3) Any appropriate equitable remedy issued from a court of competent jurisdiction also may be enforced.

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ this the 25th day of June 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 25, 2024

AGENDA SECTION: **CONSENT AGENDA** **DEPARTMENT:** Finance

TITLE OF ITEM: Hemphill Property Grant Project Ordinance and Budget Amendment

SUGGESTED MOTION(S):
MOTION TO: Approve the Hemphill Property Grant Project Ordinance and Project Budget Amendment as presented and recommended.

SUMMARY:
The Town of Black Mountain periodically establishes grant project ordinances for endeavors that involves funding in whole or in part by revenues received from the Federal and/or State Government. The operating or capital expenditure defined within the grant contract may require a time frame greater than one fiscal year to complete. Consequently, the adoption of a grant project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding each fiscal year.

This agenda item is to consider the creation of a new Grant Project Ordinance and budget amendment for the Hemphill Property. The Town of Black Mountain has been awarded $50,000 of funding from the NC Regional Economic Development Reserve Grant to be used toward feasibility study and site planning for the recently acquired property. $150,000 of total funding will be needed to complete the defined expenditure contained within the grant contract. The additional $100,000 Funds needed to fully fund the project should come from the available fund balance.

RECOMMENDATION:
The Finance Department requests to appropriate $50,000 of revenue from the awarded State Grant and transfer the remaining $100,0000 from the general fund balance. Staff recommends approving the grant project ordinance and budget amendment as presented and recommended.

BUDGET IMPACT: Yes
Increase in budgeted funds and Expenditures within the Grant Project Fund of $150,000.
Transfer out of appropriated fund balance within the General Fund.

ATTACHMENTS:

- **i.** Grant Project Ordinance
- **ii.** Budget Amendment
- **iii.** Grant Contract 12391
- **iv.** State Funding Details

Ordinance: O-24-xx
Board Meeting: June 25, 2024

Town of Black Mountain
Hemphill Property Master Planning and Feasibility Assessment
Grant Project Ordinance

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; and the following Capital Project Ordinance is hereby adopted as follows:

Section 1. Project Defined
The Town of Black Mountain defines a "Grant Project" as a project financed in whole or in part by revenues received from the Federal and/or State Government for operating or capital proposed as defined by the grant contact. The project may include expenditures that span across multiple fiscal years.

Section 2. Project Authorization
The project authorized is Hemphill Property Master Planning and Feasibility Assessment. Property located at PIN 061965722800000, 061934981600000, 061945761900000, 061956501300000, 061956569400000, Henceforth referred to as the "Hemphill Property". This project includes, but is not limited to, the community engagement, feasibility study and conceptual site plans, master planning, financial analysis and other assessments as approved by Council on this newly acquired property.

Section 3. Funding
This project is to be funded in part by the North Carolina Session Law 2023-134 – House Bill 259 referenced as follows: Grant 12391 master planning and feasibility studies of newly acquired property. Remaining funding will be transferred in from the Town's general fund balance.

Section 4. Directives
The officers of this unit are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain.

Section 5. Revenues
The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
Revenue Type	***Anticipated Revenues***
General Fund Transfer In	$100,000.00
Regional Economic Development Reserve Grant	$50,000.00
Total Funds	**$150,000.00**

Section 6. Expenditures
The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
Expense Type	***Anticipated Expenditures***
Professional Services - Studies and Consultations	$150,000.00
Total Expenditures	**$150,000.00**

Section 7. Records and Reporting
The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 8. Official Copies
Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 9. Project Expiration

This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 25th day of June 2024.

_____
C. Michael Sobol
Mayor

ATTEST:

_____

Wesley M. Barker
Town Clerk

RECOMMENDED BUDGET AMENDMENT

Adjustment Number	Summary	Description	Account Number	Account Name	Sum of Amount
BA0000238	**Grant Ordinance**	Hemphill Property Grant Project Ordinance	**260-8803-43200**	Grant Revenues- State	-$50,000.00
			260-8803-48590	Transfers In	-$100,000.00
			260-8803-52016	Professional Services - Studies and Consultations	$150,000.00
BA0000238-A	**Hemphill Property Budget Ordinance for Property Feasibility**	Hemphill Property Grant Project Ordinance	**100-0000-48900**	Appropriated Fund Balance	-$100,000.00
			100-7000-59510	Transfer Out	$100,000.00

From: Rosipal, Adam
To: Tammy Holland
Subject: Fw: Reminder
Date: Monday, April 8, 2024 2:46:37 PM
Attachments: Outlook-2upd5kos.png
Outlook-n0mpfx5f.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tammy,

Thank you for speaking with me today.

I am resending the initial email with the documentation instructions and the secure upload link:

Your organization, the **Town of Black Mountain**, has received a state grant in the recent budget bill. You can find it listed in the 2023 Appropriations Act and/or the Committee Report.

Grantee Legal Name: Town of Black Mountain
Grant Amount (FY23-24): $50,000.00
Grant ID: 12391
Grant Funding Source: GF - Directed Grant - Regional Economic Development Reserve
Grant Description: Provides a directed grant to the Town of Black Mountain to conduct feasibility studies and site planning for recently acquired properties.

The Office of State Budget and Management is the administering agency for your grant. There are five required documents we will need from you before we can administer your grant funds.

All new forms must be submitted for every organization, even if you have received a grant from OSBM previously and no information has changed.

Required Documents:

1. Office of the State Controller's Substitute W-9 Form
2. Vendor Electronic Payment Form
    - **Include supporting document verifying the account number provided on Vendor Electronic Payment Form (i.e. voided check, bank statement, letter from bank)**
    - **IF you received a grant from the state before and plan to change your banking information, be sure to correctly fill out your Prior Financial Information**
3. Conflict of Interest Policy
    - Copy of your organization's Conflict of Interest Policy (see G.S. 143C-6-23.(b)).
    - Here is a sample policy you can download and use if your organization does not have one.
4. No Overdue Tax Form
    - Sworn statement that your organization does not have overdue tax debts (see G.S. 143C-6-23.(b)).
5. Scope of Work outlining what will be accomplished with grant funds.

DocuSign Envelope ID: 35DBDB07-0C90-441A-BEBF-316DEDC9608E

North Carolina Office of State Budget and Management

Contract # 12391

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Town of Black Mountain (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $50,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS JH
b. Electronic Payment Form & Supporting Document DS JH
c. Scope of Work – Appendix A JH DS
d. Policy addressing conflicts of interest JH DS
e. **Sworn** Statement of no overdue tax debts JH

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

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

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Josh M. Harrold Email: josh.harrold@tobm.org Direct Phone: 828-419-9311 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Josh Harrold
430D904961B441A...

6/3/2024 | 8:14 AM EDT

Signature | Date

Josh Harrold | Town Manager

Printed Name | Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CBE034DDDB04BB...

Signature

6/3/2024 | 3:54 PM EDT

Date

Kristin Walker

Printed Name

State Budget Director

Title

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 25, 2024

AGENDA SECTION: **CONSENT AGENDA** **DEPARTMENT:** Finance

TITLE OF ITEM: Cragmont Park Capital Project Ordinance and Budget Amendment

SUGGESTED MOTION(S):
MOTION TO: Approve the Cragmont Park Capital Project Ordinance and Project Budget Amendment transferring approved funding from the General Fund to the new Capital Project as presented and recommended.

SUMMARY:
The Town of Black Mountain periodically establishes capital project ordinances for endeavors that involve the acquisition or construction of major capital assets. The expenditure duration of a capital project will extend for a time frame greater than one fiscal year. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year.

This agenda item is to consider creation of a new Capital Project Ordinance and budget amendment for the Cragmont Park Capital Project. Funds were approved and appropriated within the Building and Grounds operating budget in Fiscal Year 2024 in the amount of $442,000. These funds were to complete the renovations to the Basketball, Tennis Court, Parking Lot, Paved Path, Pickleball, and Restrooms within Cragmont Park. Completion of these renovations will not be complete within the current fiscal year.

RECOMMENDATION:
The Finance Department requests to reallocate the budgeted $442,000 funding from the General Fund to the Capital Project Fund for planning and completion of the Cragmont Park renovations. Staff recommends approving the capital project ordinance and budget amendment as presented and recommended.

BUDGET IMPACT: Yes
Increase in budgeted funds and Expenditures within the Capital Project Fund of $442,000.
Transfer out of budgeted expenditures within the General Fund

ATTACHMENTS:

- **i.** Capital Project Ordinance
- **ii.** Budget Amendment

Ordinance: O-24-xx
Board Meeting: June 25, 2024

Town of Black Mountain
Cragmont Park Renovation
Capital Project Fund Ordinance

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; and the following Capital Project Fund Ordinance is hereby adopted as follows:

Section 1. Project Defined
The Town of Black Mountain defines a "Capital project" as a project financed in whole or in part by the proceeds of bonds, notes or debt instruments or a project involving the construction or acquisition of a capital asset with expenditures that span across multiple fiscal years.

Section 2. Project Authorization
The project authorized is Cragmont Park Renovation. This project includes, but is not limited to, the purchase, repairs and renovations to the Basketball, Tennis Court, Parking Lot, Paved Path, Pickleball, Restrooms and other amenities as approved by Council on the existing property.

Section 3. Directives
The officers of this unit are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain.

Section 4. Revenues
The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
Revenue Type	***Anticipated Revenues***
General Fund Transfer In	$442,000.00
Total Funds	**$442,000.00**

Section 5, Expenditures
The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
Expense Type	***Anticipated Expenditures***
Basketball Court	$65,000.00
Tennis Court	$70,000.00
Pickleball	$120,000.00
Parking Lot	$45,000.00
Paved Path	$42,000.00
Restrooms	$100,000.00
Total Expenditures	**$442,000.00**

Section 6. Records and Reporting
The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 7. Official Copies
Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 8. Project Expiration

This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 25th day of June 2024.

C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk

RECOMMENDED BUDGET AMENDMENT

Adjustment Number	Summary	Description	Account Number	Account Name	Sum of Amount
BA0000237	**Create Capital Project for Cragmont Park Upgrades**	BAMEND - CRAGMONT PARK CAPITAL PROJECT-BASKETBALL	**100-4615-57210**	Capital Outlay - Land Improvements	-$65,000.00
			400-8009-57210	Capital Outlay - Land Improvements	$65,000.00
		BAMEND - CRAGMONT PARK CAPITAL PROJECT-PARKING LOT	**100-4615-57210**	Capital Outlay - Land Improvements	-$45,000.00
			400-8009-57210	Capital Outlay - Land Improvements	$45,000.00
		BAMEND - CRAGMONT PARK CAPITAL PROJECT-PAVING PATH	**100-4615-57210**	Capital Outlay - Land Improvements	-$42,000.00
			400-8009-57210	Capital Outlay - Land Improvements	$42,000.00
		BAMEND - CRAGMONT PARK CAPITAL PROJECT-PICKLEBALL	**100-4615-57210**	Capital Outlay - Land Improvements	-$120,000.00
			400-8009-57210	Capital Outlay - Land Improvements	$120,000.00
		BAMEND - CRAGMONT PARK CAPITAL PROJECT-RESTROOMS	**100-4615-57310**	Capital Outlay - Buildings	-$100,000.00
			400-8009-57310	Capital Outlay - Buildings	$100,000.00
		BAMEND - CRAGMONT PARK CAPITAL PROJECT-TENNIS	**100-4615-57210**	Capital Outlay - Land Improvements	-$70,000.00
			400-8009-57210	Capital Outlay - Land Improvements	$70,000.00
BA0000237-A	**Create Capital Project for Cragmont Park Upgrades**	BAMEND - CRAGMONT PARK CAPITAL PROJECT-TRANSF	**100-7000-59510**	Transfer Out	$442,000.00
			400-8009-48590	Transer In	-$442,000.00

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 25, 2024

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Budget Amendment – *Tammy Holland, Finance Director*

SUGGESTED MOTION(S): I move to approve budget amendments as presented.

SUMMARY:

The Town of Black Mountain Council adopts the following FY23-24 Budget Ordinance Amendments for the purpose of appropriating additional funding required for expenditures. Included is an amendment for the recognition of Insurance recovery proceeds for the police department, public works, and sanitation. An additional year-end adjustment is included that reflect changes in expected expenses for every department within the Town, which is a normal event. This year-end adjustment has no monetary change for the total budget within the funds, budget was simply moved between expense lines. Budget amendments BA251-BA252 for the following

- **BA251 Year-End Operating Budget Adjustment 0.00**
  - *Budget Adjustment to transfer existing budget between expense accounts for year-end compliance*
- **BA252 Insurance Proceeds $21,464**
  - *Budget amendment to recognize insurance proceeds received and expenses to be incurred*

ATTACHMENTS:

i. Budget Amendments Detailed Report

Adjustment Number	Description	Fund Name	Account Number	Account Name	Sum of Amount
BA0000251	Year End Operating Budget Adjustment	Capital Projects Fun	400-8005-52012	Professional Services-Engineering and Design	-$8,000.00
			400-8005-57610	Capital Outlay - Street/Bridge/SWalk/Dam/Greenway	$8,000.00
		Fire Special Revenue	200-4520-50100	Salaries - Regular	$63,000.00
			200-4520-50101	Salaries - Part Time/Temp/Aux	$50,000.00
			200-4520-50102	Salaries - Overtime	$5,000.00
			200-4520-50210	Social Security (Fica Tax) Contributions	$4,000.00
			200-4520-50220	Retirement Employer Contribution- State	$31,000.00
			200-4520-50221	Retirement Employer Contribution- 401K	$6,500.00
			200-4520-51015	Uniforms	-$3,500.00
			200-4520-51510	Professional Licenses Certifications and Dues	-$2,500.00
			200-4520-52019	Information Technology Services	-$1,000.00
			200-4520-52213	Utilities - Communication	$200.00
			200-4520-52215	Cellphone Stipend	$100.00
			200-4520-52316	R & M - Vehicle	-$1,500.00
			200-4520-52510	Non-Capital Equipment and Furniture	-$1,000.00
			200-4520-55015	Liability and Property Insurance Expense	$5,900.00
			200-4520-57410	Capital Outlay-Vehicles	-$161,350.00
			200-4520-58011	Debt Principal - Vehicles and Motorized Equipment	$3,000.00
			200-4520-58111	Debt Interest - Vehicles and Motorized Equipment	$2,100.00
			200-4520-58900	Cost Of Issuance	$50.00
		General Fund	100-4020-50210	Social Security (Fica Tax) Contributions	$300.00
			100-4020-50220	Retirement Employer Contribution- State	$2,000.00
			100-4020-52020	Contract Services	$1,100.00
			100-4020-52212	Utilities - Refuse Disposal	$500.00
			100-4020-52213	Utilities - Communication	-$2,000.00
			100-4020-52214	Utilities -Water and Sewer	$200.00
			100-4020-52217	Utilities - Electric Vehicle Charge	$500.00
			100-4020-52310	R & M - Building	-$3,000.00
			100-4020-52410	Office Supplies	$400.00
			100-4025-50100	Salaries - Regular	$16,000.00
			100-4025-50210	Social Security (Fica Tax) Contributions	$500.00
			100-4025-50220	Retirement Employer Contribution- State	$2,000.00
			100-4025-50230	Insurance Employer Contribution - Med & Life	$100.00
			100-4025-50232	Insurance - Worker's Comp Insurance	-$7,000.00
			100-4025-51013	Employee Appreciation Expense	-$5,000.00
			100-4025-51511	Employee Continuing Education and Training	-$2,000.00
			100-4025-52011	Professional Services-Legal	-$600.00
			100-4025-52419	Technology Supplies and Materials	-$1,200.00
			100-4025-55015	Liability and Property Insurance Expense	-$1,600.00
			100-4025-55017	Safety & Compliance	-$1,200.00
			100-4030-50220	Retirement Employer Contribution- State	$2,000.00
			100-4030-50230	Insurance Employer Contribution - Med & Life	$500.00
			100-4030-52010	Professional Services-Audit and Actuary Fees	$3,000.00
			100-4030-52113	Tax Billing and Collection Fees	$4,000.00
			100-4040-52019	Information Technology Services	-$9,500.00
			100-4040-52115	Technology and Software License	-$2,500.00
			100-4040-52213	Utilities - Communication	$2,500.00
			100-4510-50100	Salaries - Regular	$5,500.00
			100-4510-50101	Salaries - Part Time/Temp/Aux	$6,700.00
			100-4510-50102	Salaries - Overtime	-$5,000.00
			100-4510-50199	Salaries - Off Duty	$17,900.00
			100-4510-50210	Social Security (Fica Tax) Contributions	$8,800.00
			100-4510-50220	Retirement Employer Contribution- State	$41,000.00
			100-4510-50221	Retirement Employer Contribution- 401K	-$7,000.00

BA0000251	**Year End Operating Budget Adjustment**	General Fund	**100-4510-50230**	Insurance Employer Contribution - Med & Life	-$26,000.00
			100-4510-51015	Uniforms	-$1,000.00
			100-4510-51510	Professional Licenses Certifications and Dues	-$1,000.00
			100-4510-52020	Contract Services	$1,200.00
			100-4510-52310	R & M - Building	-$4,500.00
			100-4510-52316	R & M - Vehicle	-$12,000.00
			100-4510-52410	Office Supplies	-$1,500.00
			100-4510-52420	Specialty Operating Supplies - SWAT	-$1,000.00
			100-4510-52499	LEO Supplies and Materials	-$2,000.00
			100-4510-52510	Non-Capital Equipment and Furniture	-$1,000.00
			100-4510-55010	Fuel	$18,000.00
			100-4510-57410	Capital Outlay-Vehicles	-$5,000.00
			100-4510-57510	Capital Outlay-Furnishings & Non-Motorized Equip	$9,000.00
			100-4510-58011	Debt Principal - Vehicles	-$2,800.00
			100-4510-58012	Debt Principal - Equipment	-$2,100.00
			100-4610-50100	Salaries - Regular	$2,000.00
			100-4610-50210	Social Security (Fica Tax) Contributions	$200.00
			100-4610-50220	Retirement Employer Contribution- State	$1,850.00
			100-4610-50221	Retirement Employer Contribution- 401K	$300.00
			100-4610-50230	Insurance Employer Contribution - Med & Life	$450.00
			100-4610-51511	Employee Continuing Education and Training	-$1,000.00
			100-4610-52212	Utilities - Refuse Disposal	$200.00
			100-4610-52310	R & M - Buildings	-$3,000.00
			100-4610-52510	Non-Capital Equipment and Furniture	-$1,000.00
			100-4615-52020	Contract Services	-$23,300.00
			100-4615-52210	Utilities - Electricity	-$30,100.00
			100-4615-52214	Utilities -Water and Sewer	$500.00
			100-4615-57510	Capital Outlay-Furnishings & Non-Motorized Equip	$1,000.00
			100-4620-50100	Salaries - Regular	$18,000.00
			100-4620-50101	Salaries - Part Time/Temp/Aux	$100.00
			100-4620-50210	Social Security (Fica Tax) Contributions	$3,200.00
			100-4620-50220	Retirement Employer Contribution- State	$5,300.00
			100-4620-50221	Retirement Employer Contribution- 401K	$3,400.00
			100-4620-50230	Insurance Employer Contribution - Med & Life	$600.00
			100-4620-52015	Professional and Technical Services	-$10,000.00
			100-4620-52320	R & M - Streets/Sidewalks/Curb	-$6,000.00
			100-4620-55010	Fuel	-$4,000.00
			100-4640-50100	Salaries - Regular	-$46,800.00
			100-4700-50100	Salaries - Regular	-$13,000.00
			100-4700-50101	Salaries - Part Time/Temp/Aux	$32,000.00
			100-4700-50210	Social Security (Fica Tax) Contributions	$3,900.00
			100-4700-50220	Retirement Employer Contribution- State	$4,500.00
			100-4700-50221	Retirement Employer Contribution- 401K	$2,300.00
			100-4700-50230	Insurance Employer Contribution - Med & Life	$550.00
			100-4700-51015	Uniforms	-$2,000.00
			100-4700-51511	Employee Continuing Education and Training	$900.00
			100-4700-52112	Credit Card Processing Fees	$2,200.00
			100-4700-52213	Utilities - Communication	$500.00
			100-4700-52214	Utilities -Water and Sewer	$500.00
			100-4700-52315	R & M - Equipment	$200.00
			100-4700-52410	Office Supplies	-$1,000.00
			100-4700-53000	Programs and Event Expense	-$3,500.00
			100-4700-55010	Fuel	$100.00
			100-4700-55017	Safety & Compliance	$250.00
			100-4700-55030	Mileage Reimbursment - Non-Training	$200.00
			100-4710-50210	Social Security (Fica Tax) Contributions	$400.00
			100-4710-52112	Credit Card Processing Fees	$400.00

BA0000251	**Year End Operating Budget Adjustment**	General Fund	**100-4710-52115**	Technology and Software License	$250.00
			100-4710-52213	Utilities - Communication	$300.00
			100-4710-52214	Utilities -Water and Sewer	$2,000.00
			100-4710-52310	R & M - Buildings	$300.00
			100-4710-52315	R & M - Equipment	$600.00
			100-4710-52410	Office Supplies	$1,200.00
			100-4710-55017	Safety & Compliance	$1,000.00
			100-4710-55060	Cash Short/Over	$50.00
			100-4711-50100	Salaries - Regular	$6,500.00
			100-4711-50101	Salaries - Part Time/Temp/Aux	$8,000.00
			100-4711-50210	Social Security (Fica Tax) Contributions	$500.00
			100-4711-50220	Retirement Employer Contribution- State	$1,000.00
			100-4711-52214	Utilities -Water and Sewer	$300.00
			100-4711-52510	Non-Capital Equipment and Furniture	$500.00
		Golf Fund	**650-5800-50210**	Social Security (Fica Tax) Contributions	$1,000.00
			650-5800-50220	Retirement Employer Contribution- State	$4,000.00
			650-5800-50221	Retirement Employer Contribution- 401K	$500.00
			650-5800-50230	Insurance Employer Contribution - Med & Life	$1,000.00
			650-5800-52115	Technology and Software License	$500.00
			650-5800-52214	Utilities -Water and Sewer	$1,500.00
			650-5800-52310	R & M - Building	-$5,000.00
			650-5800-52405	Maintenance Supplies & Materials	-$5,000.00
			650-5800-52418	Chemicals and Chemical Products	-$6,060.00
			650-5800-52420	Speciality Operating Supplies	$1,000.00
			650-5800-54010	Lease/Rental - Equipment	-$12,500.00
			650-5800-55010	Fuel	$3,000.00
			650-5810-50101	Salaries - Part Time/Temp/Aux	$2,000.00
			650-5810-50210	Social Security (Fica Tax) Contributions	$500.00
			650-5810-50220	Retirement Employer Contribution- State	$1,500.00
			650-5810-50221	Retirement Employer Contribution- 401K	$200.00
			650-5810-50230	Insurance Employer Contribution - Med & Life	$200.00
			650-5810-52020	Contract Services	$2,000.00
			650-5810-52112	Credit Card Processing Fees	$10,000.00
			650-5810-52212	Utilities - Refuse Disposal	$500.00
			650-5810-52214	Utilities -Water and Sewer	$500.00
			650-5810-52310	R & M - Building	-$2,000.00
			650-5810-52315	R & M - Equipment	-$1,000.00
			650-5810-52419	Technology Supplies and Materials	$160.00
			650-5810-52430	Purchases For Resale	$1,500.00
		Planning And Develo	**210-4810-50100**	Salaries - Regular	$15,000.00
			210-4810-50210	Social Security (Fica Tax) Contributions	$1,300.00
			210-4810-50220	Retirement Employer Contribution- State	$12,000.00
			210-4810-50221	Retirement Employer Contribution- 401K	$1,500.00
			210-4810-51511	Employee Continuing Education and Training	$300.00
			210-4810-52015	Professional and Technical Services	-$31,700.00
			210-4810-54010	Lease/Rental - Equipment	$1,000.00
			210-4810-55023	Community Outreach/Public Relations Expense	$600.00
		Stormwater Fund	**630-5500-50100**	Salaries - Regular	$2,000.00
			630-5500-50220	Retirement Employer Contribution- State	$2,500.00
			630-5500-52015	Professional and Technical Services	-$4,800.00
			630-5500-52020	Contract Services	-$46,240.00
			630-5500-52100	Permits, License And Fees-Other	$300.00
			630-5500-57210	Capital Outlay - Land Improvements	$46,240.00
		Water Fund	**600-5000-50100**	Salaries - Regular	-$12,000.00
			600-5000-50101	Salaries - Part Time/Temp/Aux	-$5,000.00
			600-5000-50105	Salaries - Longevity	-$500.00
			600-5000-50210	Social Security (Fica Tax) Contributions	-$2,000.00

BA0000251	**Year End Operating Budget Adjustment**	Water Fund	**600-5000-50220**	Retirement Employer Contribution- State	$1,300.00
			600-5000-50221	Retirement Employer Contribution- 401K	-$1,500.00
			600-5000-50230	Insurance Employer Contribution - Med & Life	-$10,000.00
			600-5000-52020	Contract Services	-$4,000.00
			600-5000-52211	Utilities - Gas	$1,000.00
			600-5000-52410	Office Supplies	$100.00
			600-5000-52431	Purchased Water from Outside Entity	$25,000.00
			600-5000-52510	Non-Capital Equipment and Furniture	$10,000.00
			600-5000-54010	Lease/Rental - Equipment	$2,200.00
			600-5000-57510	Capital Outlay-Furnishings & Non-Motorized Equip	-$10,000.00
			600-5000-57615	Capital Outlay - Dist Lines and Connections	-$52,000.00
			600-5050-50100	Salaries - Regular	$20,000.00
			600-5050-50210	Social Security (Fica Tax) Contributions	$4,500.00
			600-5050-50220	Retirement Employer Contribution- State	$9,500.00
			600-5050-50221	Retirement Employer Contribution- 401K	$3,000.00
			600-5050-50230	Insurance Employer Contribution - Med & Life	$7,500.00
			600-5050-52024	Printing and Binding Services	-$12,000.00
			600-5050-52100	Permits, License And Fees-Other	$14,000.00
			600-5050-52111	Bank Service Charges and Fees	$5,000.00
			600-5050-52112	Credit Card Processing Fees	$30,000.00
			600-5050-52115	Technology and Software License	-$25,000.00
			600-5050-52410	Office Supplies	$100.00
			600-5050-52510	Non-Capital Equipment and Furniture	$800.00
BA0000252	**BUDGET AMENDMENT TO RECOGNIZED INSURANCE PROCEEDS**	General Fund	**100-0000-48010**	Insurance Recovery Proceeds	-$21,464.00
			100-4510-52316	R & M - Vehicle	$6,240.00
			100-4610-52310	R & M - Buildings	$464.00
			100-4640-52316	R & M - Vehicle	$14,760.00