



TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **May 13, 2019** Time: **6:00 p.m.**

Regular Session Agenda

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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 Angela Reece at 419-9310, or by email at angela.reece@townofblackmountain.org
(828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Pastor Mary Katherine Robinson, Black Mountain Presbyterian Church*
- Announcements – *Mayor Don Collins*

2. PROCLAMATIONS, AWARDS & RECOGNITION

A. Proclamation Honoring Student Athlete – *Chesney Gardner*

3. CITIZEN COMMENTS

Individuals wishing to address the Board are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Board. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

A. Historic Preservation Commission Annual Report – *Elaine Loutzenheiser, Chair*

B. Rainbow Recycling Annual Flower Pot Recycling Event – *Marilyn Sobanski*

5. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

A. Adoption of Minutes

Motion: To adopt the minutes of April 4, 2019 (Agenda Session), April 8, 2019 (Regular Session), and April 25, 2019 (Budget Workshop).

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

May 13, 2019

B. Call for Public Hearing for FY2019-20 Budget

#O-19-10

Motion: *To call for the Budget Public Hearing for the FY2019-20 Budget, to be held on Monday, June 10, 2019 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

C. Call for Public Hearing for Building Permit Ordinance Text Amendments

#O-19-11

Motion: *To call for a public hearing for building permit ordinance text amendments to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

D. Black Mountain Center for the Arts Mural

Consent Motion: *To approve consent items A-D as presented.*

6. CITIZEN COMMENTS

*The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one **speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

7. UNFINISHED BUSINESS

A. Hemphill Property

8. NEW BUSINESS

A. Compensation of Mayor and Board of Aldermen #O-19-13

B. Tax Collection Agreement-Buncombe County

C. Sidewalk Contract Approval

- Dogwood Lane to Cheshire Phase II
- Cheshire to Lakey Gap Road Phase III
- Black Mountain Avenue

D. Lake Tomahawk Dam Repair Design Contract Approval

E. Art in the Afternoon Lease Approval

F. Montessori School Lease Approval

G. Golf Course Snack Shop Lease Approval

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

May 13, 2019

H. Ordinance to Amend Section 20-287 Powers, Duties and Responsibilities of the Urban Forestry Commission

Motion: To adopt Ordinance **#O-19-12** as presented [or as amended].

9. PUBLIC HEARING

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on 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. Public Hearing to temporarily close State Street for the annual Christmas Parade

#O-19-07

Motion:

1. To open the public hearing on Ordinance **#O-19-07**.
2. To close the public hearing.
2. To approve Ordinance **#O-19-07** as presented [or as amended].

B. Public Hearing to temporarily close State Street for the annual Veterans Day Parade

#O-19-08

Motion:

1. To open the public hearing on Ordinance **#O-19-08**.
2. To close the public hearing.
3. To approve Ordinance **#O-19-08** as presented [or as amended].

10. COMMUNICATION FROM STAFF

A. Town Attorney – Ron Sneed

B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT

Josh Harrold
Town Manager

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
May 13, 2019

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#O-19-08

Motion:

1. To open the public hearing on Ordinance #***O-19-08***
2. To close the public hearing.
3. To approve Ordinance #***O-19-08*** as presented [or as amended].

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- A.** Town Attorney – Ron Sneed
- B.** Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager



Proclamation

Honoring Chesney Gardner

WHEREAS, the North Carolina High School Athletic Association held its annual meeting and awards ceremony on May 2, 2019 which included the presentation of the Pat Best Memorial Trophy; and

WHEREAS, the Pat Best Memorial Trophy is presented by the governing body of the state's high school athletics to the Male and Female Athlete of the Year in NCHSAA competition ; and

WHEREAS, Chesney Gardner has been selected to receive this prestigious award; and

WHEREAS, Chesney Gardner has set numerous records in her four year career for the Warlassies' volley-ball, basketball and track and field teams, finishing her basketball career with 1,946 points and 1,004 rebounds before breaking her how school record in discus to open her senior season; and

WHEREAS, Chesney Gardner was named Female Athlete of the Year in her freshman, sophomore, and junior years at Owen High School; and

WHEREAS, Chesney Gardner has received numerous awards including SunTrust Athlete of the Year, Western Highlands Conference Player of the Year, and MVP; and

WHEREAS, Chesney Gardner is a well-rounded athlete, currently ranked first in the state in the discus throw and second in shot put; and

WHEREAS, Chesney Gardner overcome tragedy as a child, crediting the memory of her best friend, Kori Goodson, as her motivation to succeed; and

WHEREAS, Chesney Gardner has now committed to furthering her athletic career by playing basketball for the University of South Carolina-Aiken; and

NOW, THEREFORE, I, Don Collins, Mayor of the Town of Black Mountain and the Board of Aldermen are pleased and proud to honor this outstanding student-athlete for her commitment to sport and for being a fine example of American Youth. We are honored to present this proclamation recognizing Chesney Gardner.

SIGNED this ____ day of _____. 2019.

Don Collins, Mayor

Attest:

Angela Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 13, 2019

SUBJECT: Building Permit Ordinance Text Amendment, Call for a Public Hearing

AGENDA INFORMATION

Agenda Location:	Consent
Item Number:	5C
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: The updated ordinance reflects requirements of the building permit, to ensure the town has authority to require these documents in order to have a building permit issued. The origin of this amendment is to require sewer permits or MSD service approval prior to acquiring a building permit.

MOTION FOR CONSIDERATION: To call for a public hearing for building permit ordinance text amendments to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Ordinance

MANAGER’S COMMENTS AND RECOMMENDATIONS:

ORDINANCE NO. #O-19-11

ORDINANCE TO AMEND APPENDIX A, SECTIONS 2.1.4 AND 2.1.5 THE TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES

WHEREAS, the North Carolina Building Code: Administrative Code and Policies Chapter 1 Section 106.3.1 requires the Town utilize a permit application, and obtain information needed for that purpose, and;

WHEREAS, changes in other regulatory requirements created a need to update Appendix A, Sections 2.1.4 and 2.1.5 of the Town of Black Mountain Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED that Appendix A, Chapter 2 Section 2.1, is amended to read as follows

2.1.4 - Town zoning authorization and building permit required.

A. Permit required before work is begun. Failure to obtain a written permit prior to beginning of construction shall be a misdemeanor as provided in N.C.G.S. §160A-417(f) and constitute a violation of this article and subject the offender to a civil penalty of \$50.00 per day, with each day after the beginning of work being a separate violation. A stop order will be issued and remain in effect until the work done is removed or a permit is properly applied for and approved. Penalties may be waived in cases of emergency repairs or hardship as determined by the building inspector. Questions concerning whether or not specific work or jobs need a permit should be directed to the town building inspector's office.

B. Zoning, stormwater and fire safety authorization required. No building permit will be issued until the town zoning administrator has provided his or her authorization that the proposed structure or use is compliant with the zoning district in which it is located. The town fire prevention inspector must provide his or her authorization that the project is compliant with the town fire district ordinance. The permit must also be reviewed and approved by the storm water and floodplain administrator.

C. Permits issued for approved developments and lots only. The building permit shall not be issued for construction of infrastructure in a new subdivision until the preliminary plat is approved, and building permits for construction on new lots which are created by the subdivision of land shall not be issued until the subdivision plat is approved. Building permits for existing lots shall be issued if the

D. False statements. False statements on any application for a permit shall be grounds for immediate revocation or denial of such license or permit. |

2.1.5 - Application for a building permit.

A. Applications for building permits shall include a site plan or plot plan drawn to scale showing:

1. The actual dimensions and shape of the lot to be built upon.
2. Exact sizes, location, and dimensions of the proposed building or alteration.
3. Location of the lot with respect to adjacent rights-of-way.
4. Location and dimensions of off-street parking and ingress and egress to such space.

B. Approval and proof of payment of required MSD service application or facilities fee (whichever is applicable as determined by MSD) or approval from Buncombe County Health Department for septic installation. |

C. Proof of the availability of potable water to project and evidence that any required easements or encroachment permits have been obtained.

D. Any additional information that may be applicable and lawfully required by the building inspector which at a minimum, includes the following:

1. Two sets of plans
2. Premise number from energy utility
3. Stormwater control plan, if stormwater control measures are required
4. Residential stormwater solution worksheet, if stormwater control is required
5. Manual J calculations
6. Boundary line survey
7. Elevation certificate
8. Buncombe County Sediment and Erosion Control Permit, if required

9. Lien Agent Appointment
10. House numbers on the outside of the house, visible from the street (if a remodel)
11. New mechanical systems are required to have a duct blast test.

READ, APPROVED AND ADOPTED by a vote of ____ to ____ on this 10th day of June, 2019.

Don Collins, Mayor

ATTEST:

Angela Reece, Town Clerk

Item 5D



black mountain
center for the
arts
225 West State Street
Black Mountain, NC 28711

Our Process

Initial Consultation

We meet with you to discuss your interest in a mural. Whether you already have an idea that you want developed or you are coming to us with a clean slate, we look forward to creating a custom mural for you. No need to be intimidated with us. We are open to your ideas. We enjoy the diversity and original concepts that clients bring to the table.

Design Development

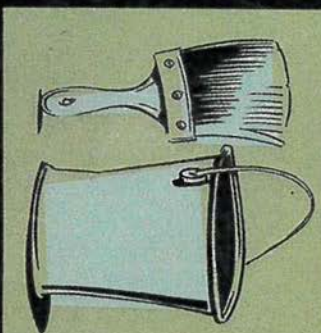
We take the information discussed at our initial meeting and create designs based on the goals we established. We are very comprehensive in evaluating each mural. Location, function, style, placement, architecture and budget are a few of the considerations that fit into the final design. We discuss the designs with you and finalize the design that you like.

Execution

Depending on the complexity of the design, the location of the mural and the prep work that is necessary, we agree on a schedule and a payment plan. At Brushcan Custom Murals we take great pride in our work! We prepare the mural wall for maximum lifespan and always use the absolute best products in the industry.



Please view more murals at:
www.brushcan.com



BRUSHCAN

**CUSTOM MURALS
& HAND PAINTED SIGNS**

ASHEVILLE NC



Scott Allred
828 337 0477
scottmallred@gmail.com

Jeremy Russell
704 942 5197
jeremyrussellart@gmail.com



AN ORDINANCE TO AUTHORIZE THE PAYMENT OF COMPENSATION
TO MAYOR AND BOARD OF ALDERMEN

WHEREAS, the Charter for the Town of Black Mountain does authorize the payment of salaries to the Mayor and the members of the Board of Aldermen for the Town of Black Mountain; and

WHEREAS, the Board of Aldermen has provided for the termination of the payment of salaries to the Mayor and the members of the Board of Aldermen by Ordinance No. 0-17-11 adopted June 12, 2017, and the Board now wants to renew and authorize such payments; and

WHEREAS, the Charter for the Town of Black Mountain prohibits the passage of an ordinance changing the amount of salaries paid to the Mayor or the Board of Aldermen which takes effect during the current terms of office of the members of the Board of Aldermen who adopt such ordinance; and

WHEREAS, the Mayor and the members of the Board of Aldermen are elected to staggered terms so that the term of the last presently elected Aldermen will expire after the election to be held in November, 2022, with the Alderman elected at that election being sworn in and taking their seats on the Board of Aldermen in December, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen that compensation will be paid to the Mayor and the Aldermen beginning in December, 2022, with the mayor to receive \$_____ per month and the aldermen to receive \$_____ per month.

I move the adoption of the foregoing ordinance.

Alderman

READ, APPROVED AND ADOPTED, this the 13th day of May, 2019, by a vote of _____ to _____.

Donald S. Collins, Mayor

ATTESTED:

Angela Reece, Town Clerk

NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the COUNTY OF BUNCOMBE, a political subdivision of the State of North Carolina, (hereinafter sometimes referred to as "County") and the TOWN OF BLACK MOUNTAIN, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to as "Town");

WITNESSETH:

WHEREAS, the County and the Town have power pursuant to General Statutes 153A-445 and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the parties feel that it would be to their mutual advantage as well as the advantage of all citizens of the County and Town for the County to bill and collect both the County and Town taxes upon the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

1. This agreement shall cover the collection of taxes for a Three (3) year period beginning July 1, 2019 and ending June 30, 2022.
2. Unless sooner terminated as herein provided, the parties hereto may extend this Agreement for successive terms of three (3) years each provided such extensions are agreed to between the parties in writing.
3. That during the term of this agreement Buncombe County will bill and collect for the Town its real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and, subject to the provisions set forth below, any lien for special assessments made and confirmed by the Town (collectively "Town taxes"); provided, however, the parties hereto understand that the County must comply with applicable limitations on use of remedies as same are prescribed in GS §105-378.
4. That should the Town make any special assessments as authorized by Ch. 160A of the General Statutes then the Town shall make the following accommodations for County's collection of such special assessments:
 - a. Town shall provide County with at least 90 days advance notice of the date the Town anticipates that it will confirm any assessment roll;

- b. County shall be entitled to charge a one-time setup fee of \$7,500 in preparation for billing and collecting of the liens on each lot, parcel, or tract assessed;
 - c. County shall be entitled to charge a recurring annual fee of \$18.50 per bill on each lot, parcel, or tract assessed for the term of the assessment or until each such lien is paid in full whichever occurs first;
 - d. Town will be responsible for development of a special assessment file in the agreed-upon file format (included as Appendix to this Agreement). Town shall be responsible for the accuracy and integrity of the data provided in the file; and
 - e. Town will provide staff resources for data validation, testing, and other activities required during the setup phase.
5. That for its services in billing and collecting Town taxes for Fiscal Year 2020, the Town will pay the County 2% of all amounts collected on behalf of the Town beginning July 1, 2019.
6. That in addition to the foregoing fee, the Town agrees to pay the County the actual additional cost the County may incur as a result of future annexation by the Town; said additional cost, if any, shall be separately listed and itemized.
7. That in addition to the foregoing fee, the Town agrees to pay its pro rata share of any professional expenses which the County may incur in collection of Town and County taxes (e.g., attorney fees, appraisal expenses, auditing expenses, etc.). The expenses herein contemplated are those which would be incurred to collect taxes requiring the use of professional help not available on the County Tax Collector's staff. Buncombe County will exercise restraint in expenditures to collect tax bills for which the amount of tax to be collected is small and the likelihood of collecting is poor. The Town is aware that the County may decide to employ one or more outside agencies (such as collection agencies) to locate missing taxpayers for either a fixed fee or for a percentage of the taxes collected. The Town consents to such arrangement.
8. That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by weekly electronic transfer on Mondays for the preceding week's receipts. Further, should any payment not be received within the time frame specified in this paragraph, the Town shall be entitled to receive interest lost for late payments into the Town's NCCMT from the County calculated as to the date and rate they would have received from the Town's NCCMT. It is agreed that upon request in writing by the County Finance Director, the Town Finance Director shall have the ability to waive the lost interest from late payments if the County has a reasonable explanation for the late payment. The waiver of the Town Finance Director shall not be unreasonably withheld.
9. That the Town agrees to adopt any County discount rate that may be afforded to citizens who pay their taxes early. It is understood the Town agrees to adopt a resolution to forgo collection of ad valorem tax bills that do not exceed five dollars

(\$5.00) pursuant to G.S. 105-321(f). It is also understood the Town agrees to adopt a resolution regarding small overpayments and underpayments of one dollar or less (\$1.00) pursuant to G.S. 105-357(c).

10. That the Buncombe County Tax Collector shall maintain records showing the amount of taxes assessed and collected for the County separate and apart from the amount of taxes assessed and collected for the Town and other taxing units.
11. That insofar as practical and permitted by law, all steps in the collection of County and Town taxes shall be combined to the end that the consolidation of the two tax collecting departments shall be given the full scope authorized by law, and in this connection, the Town delegates to the County its authority to collect, compromise and settle disputed tax claims.
12. That only one bill shall be mailed to the taxpayer owing taxes to both of the taxing units, except for any motor vehicle tax, which is separately billed. In the event of a partial payment on such consolidated tax bill, the amount of such payment shall be proportionately credited against taxes due each unit.
13. The tax records relating to taxes due to the Town shall be available to the Town, its agents and employees at all reasonable times.
14. That the Buncombe County Tax Collector shall have full power and authority to collect taxes due the Town by any legal means and to perform any and all other duties imposed by law upon the Town Tax Collector with respect to Town taxes.
15. That with respect to delinquent tax items due both the County and Town, the Buncombe County Tax Collector may cause actions to be brought for foreclosure of said tax liens in the name of the County, or both the Town and the County. If taxes are delinquent to one of the taxing units and not to the other, tax collection measures may be brought in the name of the unit to which the taxes are due.
16. That penalties and interest collected from a taxpayer and discounts allowed to a taxpayer shall be properly apportioned between the County and the Town where the same taxpayer makes payments on property taxable by both units.
17. That the County shall make available to the Town analysis of each year's levy when it is compiled. The analysis may include billing scrolls by name, by parcel identification number and by tax value, Top 10 (ten) delinquent taxpayers list, TR-2 value report, Motor Vehicle reports, etc.
18. That either party may terminate this Agreement effective at the end of the then current fiscal year by giving the other party written notice of termination of agreement on or before January 31 of any tax year covered by this Agreement.
19. Amendments to this agreement shall be effective only when reduced to writing and adopted in the same manner as this Agreement is required to be adopted.

20. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Signature Pages Follows]

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF BLACK MOUNTAIN**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: _____
Brownie Newman, Chairman
Board of County Commissioners

ATTEST:

Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of _____, 2019.

Notary Public

My commission expires

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF BLACK MOUNTAIN**

TOWN OF BLACK MOUNTAIN

BY:

Josh Harrold, Town Manager
Town of Black Mountain

ATTEST:

Angela Reece, Town Clerk
Town of Black Mountain

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that NAME, Town Clerk, personally came before me this day and duly acknowledged that she is the duly appointed Town Clerk of the Town of Black Mountain, and that Josh Harrold is the Town Manager of the Town of Black Mountain, and that by authority duly given and as the act of the Town of Black Mountain, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the Town of Black Mountain, all by authority duly given by its governing body

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires:

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act

Dean Luebbe
Finance Officer, Town of Black Mountain



April 12, 2019

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Josh Harrold
Town Manager – Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

SUBMITTED FOR: Estimate for Engineering Services for
NC-9 Sidewalk – Phase II
Black Mountain, North Carolina

I. SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated Scope of Services and Projected Fees for the “NC-9 Sidewalk-Phase II” project. Information provided is based on our experience with past projects and our understanding of this project based on the information we have collected and have been provided to date.

PHASE V – EXTEND SIDEWALK FROM Dogwood Lane to the end of Cheshire

A. Survey:

1. Collect topographical information and update existing utility location survey along Cheshire property.

B. Construction Documents:

1. Prepare Construction Plans & Specifications detailing the proposed sidewalk that will extend from Dogwood Road to the end of Cheshire property.
2. Submit Grading, Erosions Control, & Storm Drainage plans to NCDENR for land disturbance permit.
3. Submit necessary Right of Way Encroachment Agreements to NCDOT as necessary for construction of any improvements within NC-9 right of way.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

200 Swannanoa River Rd Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365

1210 S. Main Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

C. Contract Administration:

1. Prepare Bid Documents and Contract Documents necessary to complete the bidding process and coordinate the bid opening.
2. Assistance with bidding, bid tabulation and quantities as requested.
3. Address questions from bidders and coordinate any necessary addendum items.
4. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the client.
5. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
6. Assist in execution of Contract and issuance of Notice to Proceed.
7. Evaluate contractor's payment applications and any potential change order requests and make recommendations to Town of Black Mountain staff on release of funds to contractor .

D. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Schedule and attend construction meetings, including pre-construction, monthly, and other meetings. Estimated number of meetings: three (3).
2. Review shop drawings and other submittals for compliance with approved plans.
3. Visit the site periodically to determine general compliance of the work with the plans and specifications. Inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the Contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. Estimated number of visits: three (3).
4. Attend one final inspection to determine that all items have been installed in general conformance with the plans and specifications.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365**

**52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

II. CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, including: building plans, program descriptions, budget or other information, as may be required to complete the work; OR Client shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required.

The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III. ADDITIONAL SERVICES

All additional work requested by the Client will be billed on an hourly basis or a negotiated lump sum fee. Extra work may include, but not be limited to:

1. Multiple phases of construction (This proposal assumes single-phase construction.)
2. Changes in Scope of Services as defined within this proposal
3. Easement negotiations
4. Changes required due to Contractor error or easement negotiations.
5. Design modifications requested by Client after submittals.
6. Flood study or No Rise Certifications
7. Structural designs
8. Geotechnical investigation or designs
9. Fast track packaging of construction documents
10. Retaining wall design. A geotechnical engineer sub-consultant may be necessary.
11. Any environmental permitting more than NWP from USACE.

IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V. PROJECTED FEES

Fees for the above scope of services are estimated as follows:

A. Survey	\$ 2,500
B. Construction Documents:	\$ 9,500
C. Contract Administration:	\$ 3,500
D. Construction Observation:	<u>\$ 2,500</u>
TOTAL:	\$ 18,000

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365

52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$95/hr
Contract Administrator	\$90/hr
Civil Engineer Technician	\$80/hr
CAD Technician	\$70/hr
Construction Inspector	\$60/hr
Office Administrator	\$40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the Client. These rates are valid through December 31, 2019 at which time the Client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365**

**52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or _____, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, PA. due to termination of project by Client shall be paid by Client. Respectfully submitted _____

Civil Design Concepts, P.A.

(Date)

(Date)

CONSULTING SERVICES AGREEMENT

This contract entered into _____ by & between _____, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated _____ to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one-time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
for: _____
Company: _____
Date: _____

Civil Design Concepts, P.A.

Client Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Signature: _____

Name: _____

**168 Patton Avenue
Asheville, NC 28801**

**52 Walnut Street – Suite 9
Waynesville, NC 28786**



April 12, 2019

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Josh Harrold
Town Manager – Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

SUBMITTED FOR: Estimate for Engineering Services for
NC-9 Sidewalk – Phase III
Black Mountain, North Carolina

I. SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated Scope of Services and Projected Fees for the “NC-9 Sidewalk-Phase III” project. Information provided is based on our experience with past projects and our understanding of this project based on the information we have collected and have been provided to date.

PHASE V – EXTEND SIDEWALK from Cheshire to Lakey Gap Road

A. Survey & Easement Plats:

1. Collect topographical information and update existing utility location survey along NC-9 from Cheshire to Lakey Gap.
2. Prepare necessary easement plats for the proposed sidewalk route. (It appears that 3-4 Easement Plats will be necessary)

B. Preliminary Feasibility / Analysis:

1. Develop Conceptual Design for the proposed sidewalk extension and determine approximate location and easement size for the affected property owners.
2. Conduct a public meeting with stake holders as necessary (i.e. specifically property owners that easements will be needed from).
3. Revise preliminary design based on stake holder comments and prepare preliminary budget estimate for the construction of the sidewalk.

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Phone 828-252-5388 Fax: 828-252-5365

1210 S. Main Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

C. Construction Documents:

1. Prepare Construction Plans & Specifications detailing the proposed sidewalk that will extend from Cheshire to Lakey Gap.
2. Submit Grading, Erosions Control, & Storm Drainage plans to NCDENR for land disturbance permit.
3. Submit necessary Right of Way Encroachment Agreements to NCDOT as necessary for construction of any improvements within NC-9 right of way.

D. Contract Administration:

1. Prepare Bid Documents and Contract Documents necessary to complete the bidding process and coordinate the bid opening.
2. Assistance with bidding, bid tabulation and quantities as requested.
3. Address questions from bidders and coordinate any necessary addendum items.
4. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the client.
5. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
6. Assist in execution of Contract and issuance of Notice to Proceed.
7. Evaluate contractor's payment applications and any potential change order requests and make recommendations to Town of Black Mountain staff on release of funds to contractor .

E. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Schedule and attend construction meetings, including pre-construction, monthly, and other meetings. Estimated number of meetings: three (3).
2. Review shop drawings and other submittals for compliance with approved plans.
3. Visit the site periodically to determine general compliance of the work with the plans and specifications. Inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the Contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. Estimated number of visits: three (3).

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4. Attend one final inspection to determine that all items have been installed in general conformance with the plans and specifications.

II. CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, including: building plans, program descriptions, budget or other information, as may be required to complete the work; OR Client shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required.

The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III. ADDITIONAL SERVICES

All additional work requested by the Client will be billed on an hourly basis or a negotiated lump sum fee. Extra work may include, but not be limited to:

1. Multiple phases of construction (This proposal assumes single-phase construction.)
2. Changes in Scope of Services as defined within this proposal
3. Easement negotiations
4. Changes required due to Contractor error or easement negotiations.
5. Design modifications requested by Client after submittals.
6. Flood study or No Rise Certifications
7. Structural designs
8. Geotechnical investigation or designs
9. Fast track packaging of construction documents
10. Retaining wall design. A geotechnical engineer sub-consultant may be necessary.
11. Any environmental permitting more than NWP from USACE.

IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

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V. PROJECTED FEES

Fees for the above scope of services are estimated as follows:

A. Survey	\$ 6,500
B. Preliminary Feasibility Analysis:	\$ 3,500
C. Construction Documents:	\$ 9,500
D. Contract Administration:	\$ 3,500
E. Construction Observation:	\$ 2,500
F. Easement Negotiations (hourly not to exceed)	<u>\$ 5,000</u>
TOTAL:	\$ 30,500

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
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Contract Administrator	\$90/hr
Civil Engineer Technician	\$80/hr
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Construction Inspector	\$60/hr
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Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the Client. These rates are valid through December 31, 2019 at which time the Client will be notified in writing of any rate changes.

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Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

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VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

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Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or _____, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, PA. due to termination of project by Client shall be paid by Client. Respectfully submitted _____

Civil Design Concepts, P.A.

(Date)

(Date)

CONSULTING SERVICES AGREEMENT

This contract entered into _____ by & between _____, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated _____ to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one-time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
for: _____
Company: _____
Date: _____

Civil Design Concepts, P.A.

Client Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Signature: _____

Name: _____

**168 Patton Avenue
Asheville, NC 28801**

**52 Walnut Street – Suite 9
Waynesville, NC 28786**



April 1, 2019

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Josh Harrold
Town Manager – Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

SUBMITTED FOR: Estimate for Engineering Services for
Black Mountain Ave. Sidewalk
Black Mountain, North Carolina

I. SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated Scope of Services and Projected Fees for the “Black Mountain Ave. Sidewalk” project. Information provided is based on our experience with past projects and our understanding of this project based on the information we have collected and have been provided to date.

A. Survey

1. Complete boundary survey to determine right of way, ground topo (1’ contours) and utility locates for project area.

B. Preliminary Feasibility / Analysis:

1. Develop Conceptual Design for the proposed sidewalk extension and determine approximate location and easement size for the affected property owners.
2. Conduct a meeting with stake holders as necessary (i.e. specifically property owners that easements will be needed from if necessary).
3. Revise preliminary design based on stake holder comments and prepare preliminary budget estimate for the construction of the sidewalk.

C. Construction Documents:

1. Prepare Construction Plans & Specifications detailing the proposed sidewalk that will extend from Vance Ave. to the end of Black Mountain Ave.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

200 Swannanoa River Rd Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365

1210 S. Main Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

2. Submit Grading, Erosions Control, & Storm Drainage plans to NCDENR for land disturbance permit.
3. Submit necessary Right of Way Encroachment Agreements to NCDOT as necessary for construction of any improvements within NCDOT right of way.

D. Contract Administration:

1. Prepare Bid Documents and Contract Documents necessary to complete the bidding process and coordinate the bid opening.
2. Assistance with bidding, bid tabulation and quantities as requested.
3. Address questions from bidders and coordinate any necessary addendum items.
4. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the client.
5. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
6. Assist in execution of Contract and issuance of Notice to Proceed.
7. Evaluate contractor's payment applications and any potential change order requests and make recommendations to Town of Black Mountain staff on release of funds to contractor .

E. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Schedule and attend construction meetings, including pre-construction, monthly, and other meetings. Estimated number of meetings: three (3).
2. Review shop drawings and other submittals for compliance with approved plans.
3. Visit the site periodically to determine general compliance of the work with the plans and specifications. Inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the Contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. Estimated number of visits: three (3).
4. Attend one final inspection to determine that all items have been installed in general conformance with the plans and specifications.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

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II. CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, including: building plans, program descriptions, budget or other information, as may be required to complete the work; OR Client shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required.

The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III. ADDITIONAL SERVICES

All additional work requested by the Client will be billed on an hourly basis or a negotiated lump sum fee. Extra work may include, but not be limited to:

1. Multiple phases of construction (This proposal assumes single-phase construction.)
2. Changes in Scope of Services as defined within this proposal
3. Easement negotiations
4. Changes required due to Contractor error or easement negotiations.
5. Design modifications requested by Client after submittals.
6. Flood study or No Rise Certifications
7. Structural designs
8. Geotechnical investigation or designs
9. Fast track packaging of construction documents
10. Retaining wall design. A geotechnical engineer sub-consultant may be necessary.
11. Any environmental permitting more than NWP from USACE.

IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V. PROJECTED FEES

Fees for the above scope of services are estimated as follows:

A. Survey	\$	6,500
B. Preliminary Feasibility Analysis:	\$	3,500
C. Construction Documents:	\$	9,500
D. Contract Administration:	\$	3,500
E. Construction Observation:	\$	2,500
TOTAL:	\$	25,500

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365

52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$95/hr
Contract Administrator	\$90/hr
Civil Engineer Technician	\$80/hr
CAD Technician	\$70/hr
Construction Inspector	\$60/hr
Office Administrator	\$40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the Client. These rates are valid through December 31, 2019 at which time the Client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI. PROPOSAL DURATION

This proposal shall be valid for thirty- (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII. ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or the Town of Black Mountain, or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter.

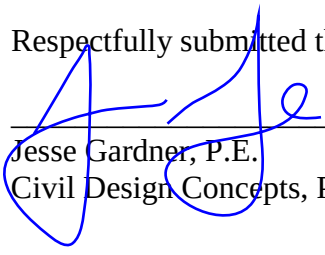
Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365**

**52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client.

Respectfully submitted this 1st day of April, 2019.



Jesse Gardner, P.E.
Civil Design Concepts, P.A.

4/1/19

(Date)

Josh Harrold, Town Manager
Town of Black Mountain
(Date)

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Ave. Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365**

**52 Walnut Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

CONSULTING SERVICES AGREEMENT

This contract entered into _____ by & between _____ hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated _____ to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one-time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
for: _____
Company: _____
Date: _____

Client Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Civil Design Concepts, P.A.

Signature: _____

Name: _____

168 Patton Avenue
Asheville, NC 28801

52 Walnut Street – Suite 9
Waynesville, NC 28786



April 9, 2019

Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

Attention: Mr. Josh Harrold
Town Manager

Reference: **Proposal for Dam Repair Design Services**
Lake Tomahawk Dam (NC I.D. BUNCO-065)
High Hazard Dam
Black Mountain, North Carolina
S&ME Proposal No. 73-1900039

Dear Mr. Harrold:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform engineering services for repairs to the above referenced dam. This proposal is based on a site visit between Mr. Josh Harrold of Town of Black Mountain and Mr. Matt McCurdy of S&ME on March 15, 2019. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. Our Agreement for Services, form AS-071, is attached and incorporated as part of this proposal.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

◆ PROJECT INFORMATION

The subject dam is located in the Town of Black Mountain, North Carolina. The North Carolina Dam Safety dam inventory indicates that the dam is classified by North Carolina Dam Safety as a Class C, High Hazard Dam. We understand that the dam was constructed around 1935 by the Civilian Conservation Corps. The dam inventory indicates that the dam has a structural height of 22 feet, a hydraulic height of 17 feet, a crest length of 270 feet, and a crest width of 15 feet. The upstream and downstream slopes are reported as 2.5H:1V. The lake has a surface area of approximately 9.6 acres with a normal pool volume of about 45 acre-feet and maximum impoundment volume of 85 acre-feet.

Town of Black Mountain provided us with a set of improvements plans for the dam dated December 30, 2013 by W.K. Dickson that included tree removal from the existing dam embankment. We understand that tree removal occurred around 2014. An electronic copy of the repair drawings was provided to us in Cad format.



As stated above, a meeting was held on March 15, 2018 at the dam site between Josh Harrold of Town of Black Mountain and Matt McCurdy of S&ME. During the site visit, seepage was observed on the downstream slope of the dam in the vicinity of the previous tree removal area. As a result, the Emergency Action Plan (EAP) for the dam was activated to a “green” level until further evaluated by an engineer.

Based on our observations on March 15, 2019, it appears that seepage is occurring along the downstream face over an approximately 50-foot wide area where saturated near surface conditions were observed. The seepage on the dam has been occurring for some time based on the presence of reedy vegetation. Iron precipitating bacteria staining was observed from a concentrated seep from the seepage area; however, a specific point of flow from the area could not be observed in the area at the time of our visit.

S&ME was requested to develop a proposal to provide an initial inspection report for the seepage area and develop a repair plan for the dam.

We were provided with an electronic copy of the 2013 dam repair plan drawings that included topography based on NCDOT LiDAR data.

◆ SCOPE OF WORK

The following scope of services are proposed related to the proposed dam repairs which include the following tasks:

- Task 1 – Site Visit and Inspection Report
- Task 2 – Limited Subsurface Exploration;
- Task 3 – Dam Repair Design Report;
- Task 4 (Optional) – Corps of Engineers Pre-Construction Notification

Each of the proposed tasks is summarized in more detail below.

Task 1 – Site Visit and Inspection Report

An S&ME registered engineer will visit the site and perform an inspection of the dam. The Dam Inspection Checklist published in the NCDENR Dam Operation, Maintenance, and Inspection Manual will be used as a guide for inspection of the dam. The inspection will include observations of the dam crest, slopes, toe, and abutment areas with particular attention to the apparent seepage area observed on the downstream slope. A brief written report will be prepared providing a summary of the conditions observed and recommendations regarding the conditions observed. The report will be sealed by a registered North Carolina Engineer experienced with dam safety inspections.

Task 2 – Limited Subsurface Exploration

S&ME personnel will visit the site and perform two (2) hand auger borings along the toe of the dam in the vicinity of the seepage area. The following scope of services is proposal:



- Contract North Carolina 811 to locate utilities in the vicinity of the downstream dam slope a minimum of 72 hours prior to visiting the site.
- Advance up to two (2) hand auger borings along the downstream dam slope near the seepage area along the toe of the dam. The hand auger borings will be advanced to depths of 6 feet using a 3-inch diameter hand auger or to hand auger refusal, whichever occurs first.
- Dynamic Cone Penetrometer (DCP) tests will be performed in the hand auger boreholes at 1 to 2-foot vertical intervals. When properly evaluated, the DCP tests can provide an estimate for the consistency/relative density of the near surface soils.
- Attempt water level measurements in the hand auger boreholes after completion of hand augering.
- Backfill the boreholes with bentonite chips after termination of hand augering and attempting water level measurements. The approximate upper 6 inches of the hand auger boreholes will be backfilled with soil from the hand auger cuttings.
- The hand auger boring soil cuttings will be visually classified by a staff professional in general accordance with the ASTM visual-manual soil classification procedures.
- Selected soil samples will be collected and placed into sealed bags to transport to our laboratory for potential laboratory soil testing.
- The remaining cuttings will be placed in a container for removal to an on-site location indicated by Town of Black Mountain personnel.
- Laboratory testing including natural moisture content, grain-size with hydrometer analysis, and Atterberg Limits testing will be performed on selected soils samples to aid estimating engineering properties of the soils for engineering design considerations.
- Prepare a hand auger boring location plan showing the approximate locations of the hand auger borings, prepare hand auger boring logs, and summarize the results of the laboratory testing.

Task 3 – Dam Repair Design

S&ME will prepare a repair design suitable for submission to the North Carolina Department of Environmental Quality (NCDEQ) Dam Safety. It is anticipated that repairs to the dam will consist of constructing a toe drain along the downstream slope to dam to collect seepage and to help lower the phreatic surface near the toe of the dam in the apparent seepage area. The following scope of services is proposed for this task:

1. Prepare engineering plans for the repair of the dam. It is anticipated that the plans will include the following drawings:
 - Title Sheet
 - Existing Conditions
 - Proposed Conditions/Erosion Control Plan
 - Cross-Sections and Profiles
 - Embankment Toe Drain Details
 - Erosion and Sediment Control Details
2. Prepare engineering calculations for the dam repairs including toe drain filter design.
3. Prepare a set of technical specifications for the dam construction.



4. Prepare a written report for the dam repairs suitable for submission to North Carolina Department of Environmental Quality (NCDEQ) Dam Safety summarizing the proposed repairs. The report will be sealed by a registered North Carolina Engineer experienced in dam safety.

Task 4 (Optional) – Corps of Engineers Pre-Construction Notification (PCN) **(If required)**

S&ME contacted the regional Corps of Engineers and NCDEQ Division of Water Resources contacts regarding the proposed dam repairs. It is our understanding that the project can be performed under the Corps of Engineers Nationwide Permit 3. We further understand that if the work is performed between April 15 and October 15, and if the pond is not drawn down to sediment laden water, additional permitting is not required. In the event that construction will be performed outside this time window, we have provided a scope to perform Section 404 and 401 services.

The existing pond and stream at the base of the dam are considered Waters of the US and subject to the jurisdiction of the US Army Corps of Engineers USACE and the NC Division of Water Resources (NCDWR) under Sections 404 and 401 of the Clean Water Act. The project is also located in a trout watershed as designated by the NC Wildlife Resources Commission. The scope of this proposal assumes that temporary and/or permanent impacts to Waters of the US that may be required in order to repair the dam can be authorized by these agencies under the Nationwide Permit (NWP) program.

To obtain written concurrence for project impacts, S&ME must first conduct a delineation of jurisdictional boundaries within the project area. This will include the portion of the pond where the work will be conducted, along with approximately 50 linear feet of the stream below the outfall and any wetland areas that may be present along this length. The jurisdictional boundaries will be identified in the field and demarcated using sequentially-numbered flagging. Following completion of the field delineation, the marked boundaries will be located in the field with a Trimble© GeoXH Global Positioning System (GPS) unit capable of sub-meter accuracy. S&ME will post-process and plot the GPS data such that the repair plan can be designed relative to the jurisdictional boundaries.

We will then prepare and submit a Pre-Construction Notification (PCN) to the USACE. Drawings submitted with the PCN will depict the proposed temporary and/or permanent impacts to the pond and stream. Additionally, the PCN will include sections describing the purpose and need of the project, and efforts to avoid and minimize impacts to jurisdictional areas. Please also note that the USACE may add special conditions to the permit to minimize adverse environmental effects.

Pursuant to Section 401 of the Clean Water Act, issuance of the NWP will also require a determination by the NCDWR that the proposed work is consistent with the applicable State Water Quality Certification (WQC). Accordingly, S&ME will furnish copies of the completed PCN to the NCDWR central office. The NCDWR will evaluate the PCN for consistency with the applicable 401 conditions and riparian buffer requirements, and provide their written authorization, or request additional information, if needed. The USACE will not issue the NWP until NCDWR issues the 401 WQC.



Proposal for Dam Repair Design Services
Lake Tomahawk -High Hazard Dam
Black Mountain, North Carolina
S&ME Proposal No. 73-1900039

S&ME will also address federally-listed endangered and threatened species that are protected under the Endangered Species Act (ESA) of 1973 (16 USC 1531-1543), as amended. Endangered species are defined as those plants and animals whose prospects of survival are in immediate danger. Threatened species are those species that may become endangered if conditions related to their existence continue to deteriorate (e.g., loss of suitable habitat). S&ME will review the North Carolina Natural Heritage Program (NCNHP) database for a list of species that are known to have current or historic populations in the project vicinity. The NCNHP list will be compared to the U.S. Fish and Wildlife Service (USFWS) list of protected species for Henderson County. Findings of the literature review will be summarized and included with the PCN to comply with USACE General Permit Conditions.

Please note that because the project is located in a trout watershed, the PCN must also be provided NCWRC office in Waynesville, North Carolina. The USACE will not issue the permit until the NCWRC has had an opportunity to comment on the project.

With respect to cultural resources, S&ME will review the North Carolina State Historic Preservation Office (SHPO) web mapping utility for the presence of sites listed or eligible for inclusion on the National Historic Register, and provide a summary of our findings in the PCN. Based on our preliminary assessment of the project, we do not anticipate that the agencies will require compensatory mitigation in order to offset impacts to jurisdictional features.

Upon their receipt of the complete PCN package, the USACE and NCDWR have 45 and 60 days, respectively, to process the permit application.

The client shall be responsible for the following:

- Providing access, or permission to access, the project area;
- Payment of, or reimbursement for, required permit review, regulatory fees, or mitigation fees for all tasks outlined above;
- Additional payment for addendums/modifications to the plan after approval is received (i.e. during construction).

◆ **FEE**

We propose to provide our services on a lump sum basis in accordance with the following cost for each task.

Task	Lump Sum Fee
Task 1: Limited Geotechnical Exploration	\$3,550
Task 2: Site Visit and Dam Inspection Report	\$3,700
Task 3: Dam Repair Design	\$17,600
Total	\$24,850
Task 4 (Optional) : Corps of Engineers Pre-Construction Notification (PCN)	\$3,300



Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

◆ **Schedule**

We will begin the services upon formal authorization to proceed, weather permitting. The limited geotechnical exploration services including field and laboratory work are anticipated to take 2 to 3 weeks to complete. The design services are anticipated to take an additional 6 to 8 weeks to complete.

◆ **Client Responsibilities**

1. Provide access or arrange access to the project site for the field activities.
2. Payment of, or reimbursement for, required permit review, regulatory fees, or mitigation fees for all tasks outlined above for the PCN;
3. Additional payment for addendums/modifications to the PCN plan after approval is received (i.e. during construction).

◆ **Limitations**

The proposed services are intended to fulfill the requirements typically required by NCDEQ Dam Safety for dam repairs based on our experience with similar projects. Additional services may be required by NCDEQ that are not included in the scope of services included in this proposal. If additional services are required, we can provide a revised proposal to perform additional services.

The scope of services does not include seepage and stability analysis for the dam embankment. Additional laboratory testing and analysis would be required to perform those services.

For the purposes of this proposal, it is assumed the total disturbed area of the dam repairs will be less than one acre. If the disturbed area will exceed one acre, an Erosion and Sediment Control Plan will need to be submitted and approved by NCDEQ prior to construction of the repairs. Preparation of a formal Erosion and Sediment Control Plan is not included in the scope of this proposal, however, plans will include erosion and sediment control best management practices and associated details.

◆ **Assumptions**

- Our services can be performed during normal business hours (8:00 AM – 5:00 PM, Monday through Friday).
- We have assumed that we will have unimpeded access to the dam site.

◆ **Exclusions**

The following services are specifically excluded from the scope of services of this proposal:



- Site Surveying.
- Dam seepage and slope stability analysis.
- Additional geotechnical exploration beyond that included in the scope of services.
- Meetings or additional site visits regarding the status of the dam.
- Construction quality assurance observations or testing services.
- Dam repair certification services.
- Preparation of Emergency Action Plan or updates.
- Preparation of Erosion and Sediment Control Plan or permitting fees.
- Natural resources permitting or fees beyond the optional PCN services proposed in the scope of services.
- E&SC Plan Permitting (should not be needed, as we anticipate that less than one acre of land will be disturbed);
- Phase I archaeological assessment;
- Formal section 7 consultation with the FWS; and
- Aquatic surveys

S&ME can provide a separate proposal for the performance of any of the above referenced services, if requested.

◆ AUTHORIZATION

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.



◆ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Jason S. Reeves".

Jason S. Reeves, P.E.
Senior Engineer/Project Manager

A handwritten signature in blue ink that reads "Matt H. McCurdy".

Matt McCurdy, P.E.
Senior Engineer

Senior Review by: Chris Stahl, P.E. – Principal Engineer

Attachments:

Agreement for Services, AS-071

Attachments



A G R E E M E N T F O R S E R V I C E S

Form AS-071

Date: 4/9/2019	
S&ME, Inc. (hereafter Consultant)	Client Name: Town of Black Mountain (hereafter Client)
Address: 9751 Southern Pine Boulevard City: Charlotte State: NC Zip: 28273 Telephone: (704) 523-4726	Address: 160 Midland Avenue City: Black Mountain State: North Carolina Zip: 28711 Phone Number: (828) 419-9300
PROJECT	
Project Name: Lake Tomahawk Dam Project Location (Street Address): 476 West Connally Street City: Black Mountain State: North Carolina Zip: 287101	
SERVICES TO BE RENDERED	
Proposal Number: 731900039 dated: Apr 09, 2019 is incorporated into this Agreement for Services. This Agreement for Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
- SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant's proposal, Client's acceptance thereof and this Agreement for Services. The ordering of work from Consultant, or the reliance on

any of Consultant's work, shall constitute acceptance of the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.
6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY**: Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

14. **CERTIFICATIONS**: Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION**:
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control.

For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Client agrees to indemnify Consultant, its employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its employees and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Consultant, the Client and the party initiating such action shall pay to Consultant the costs and expenses incurred by Consultant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Consultant shall prevail in such suit.
21. **DISPUTE RESOLUTION**: Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT:

Town of Black Mountain

S&ME, Inc.

BY:

BY:

(Signature)

(Signature)

(Print Name / Title)

(Print Name / Title)

DATE:

DATE:

PROPOSAL NUMBER: 731900039

Client's DIGITAL signature to be treated as original signature

North Carolina
A Lease Agreement

GOLF COURSE SNACK SHOP LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this **13th day of May, 2019**, by and between the Town of Black Mountain, a municipal corporation situated in Buncombe County, North Carolina ("Town"), and Tap in Grill, LLC ("Lessee").

The Lessor hereby leases to the Lessee that property known as the golf course snack shop, also known as the 19th Hole, upon the terms and conditions set out below.

1. The term of the lease shall be one (1) year, beginning February 1, 2019 and running until January 31, 2020 (the "initial term"). Lessee has been in possession and operating the golf course snack shop since February 1, 2019, in compliance with the terms set out herein, and the parties agree and affirm that the Lessee has lawfully been in possession since that date.
2. The Lessee has the option to renew this lease for one additional one year term under the same terms and conditions as set out herein. If the Lessee intends to extend the lease it must give written notice to the Town in writing by certified mail no later than the 31st day of October, 2019. If Lessee is in default or breach or the Town deems Lessee's past performance unsatisfactory or unacceptable and has informed the Lessee in writing of past performance which it deems unsatisfactory or unacceptable. The Town may refuse the renewal, or terminate the renewal option, by notice given to the Lessee in writing and by certified mail no later than the 30th day of November, 2019.
3. The Town and the Lessee may renegotiate any provisions of this Agreement for the renewal term prior to renewal at the request of the Lessee, or at the request of the Town if there are issues of performance by the Lessee during the initial term if the Town determines that renegotiation of terms will resolve the performance issues.
4. The rent for the initial term of the lease has been and is \$333.33 per month. The Lessee shall be required to pay the lease payment in monthly installments with each month's payment being payable in advance beginning February 1, 2019. Future monthly payments can be paid in advance for any portion of the lease term.
5. The Lessee shall understand and agree that the primary purpose of the 19th Hole Snack Shop is to cater to golf course patrons.
6. The Lessee shall be responsible for obtaining all licenses and permits, with the exception of the special occasion permit, necessary to operate said snack shop.
7. The Town shall be required to pay the electric bill on the 19th Hole Snack (to include the entire building).
8. The Lessee will retain all receipts from the operation of the 19th Hole Snack Shop.

9. In the event of a scheduled outing when the golf course is closed for any portion of the day to non-tournament patrons and food and/or beverage is provided by someone other than the Tap In Grill, said outing will be responsible for providing \$5 per player or \$300, whichever is greater, to the Tap In Grill. This is not a room rate rental fee. The golf course manager has the right to adjust this amount at any time.

10. The Town of Black Mountain will furnish equipment located on the premises at the time of this agreement. The Lessee shall maintain and replace this equipment as needed for the term of the lease. All equipment currently on site will remain property of the Town of Black Mountain. Any additional equipment furnished by the Lessee, except that any equipment acquired by the Lessee to replace equipment furnished by the Town at the beginning of the lease shall become the property of the Town.

11. The Lessee shall be liable for any and all activities on the leased premises, which includes the porch area that might arise from the sale of food and drink at said snack shop.

12. The Lessee shall be required to carry a minimum of \$1,000,000 in liability insurance and any required workers' compensation insurance, appropriate to protect the Town of Black Mountain. In addition, the Lessee shall be required to furnish renter's insurance to cover any personal property or equipment on the premises.

13. The Town of Black Mountain reserves the right to check the identification of persons of questionable age who are dispensing and/or consuming alcohol.

14. The Town of Black Mountain is obligated to close the 19th Hole Snack Shop for any sales immediately upon determination of any ABC (Alcoholic Beverage Control) violation until such time that the violations are corrected.

15. Upon a second ABC violation, the Lessee will be given a two (2) week notice to vacate the premises, beer sales will be suspended, and the Lessee will be required to pay rent for ninety (90) days following the suspension of beer sales and business.

16. The Lessee and his/her employees of the 19th Hole Snack Shop will abide by all Federal, State and Local laws, regulations and ordinances.

17. No political activities shall be conducted on the premises and no materials may be posted or distributed on the premises which are related to politics, public office or political campaigns with the implied or actual consent or encouragement of the Lessee, its employees or agents. This will not impose on the Lessee any obligation to monitor or control the private conversations of patrons.

18. The Lessee will ensure that the Town of Black Mountain will have a key to each entrance of the 19th Hole Snack Shop.

19. The minimum days and hours of operations for the 19th Hole Snack Shop shall be the same as the days and hours of the Golf Course Pro Shop:

9:00 a.m. until 5:00 p.m. during daylight savings time (spring and summer)
10:00 a.m. until 4:00 p.m. during standard time (fall and winter)
Seven (7) days a week

*The 19th Hole Snack Shop shall not be required to remain open during times of inclement weather or when the pro shop is closed, and may be closed at any time upon the permission of the Golf Course Manager.

20. The Lessee shall be responsible for maintaining and cleaning the snack shop area, to include the restrooms, in a manner satisfactory to the Golf Course Manager.

21. The Lessee shall provide a menu for the 19th Hole Snack Shop, that shall be reviewed by the Golf Course Manager and approved based on the type of snack shop is operated.

22. The Lessee will permit any operation assessment team access to the 19th Hole Snack Shop for review, observation or evaluation, as the Town of Black Mountain deems necessary.

23. An Annual health inspection will be required by the Town of Black Mountain.

24. If the Lessee chooses to sublet or sell his/her interest in the 19th Hole Snack Shop, the Lessee will need the approval of the Town of Black Mountain.

25. If the Lessee wishes to terminate the lease prior to the end of the lease term it may do so by giving the Town ninety (90) days' written notice of its intent to terminate the lease and Lessee will be required to make monthly rental payments to the Town, for the remaining lease term, or until the Town secures a new Lessee for the facility or takes over management of the business on a permanent basis. If the Lessee terminates the lease, it must have all of its goods and equipment removed from the premises by the end of the day upon which it ceases to operate its business under the lease.

TAP IN GRILL, LLC, Lessee

TOWN OF BLACK MOUNTAIN, Lessor

By: _____
Terry James Frizsell

By: _____
Josh Harrold, Town Manager

ATTEST: _____
Angela Reece, Town Clerk

Sec. 20-287. - Duties and responsibilities.

- (a) It shall be the responsibility of the commission to study, investigate, counsel and develop and update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in other public areas. Such plan, which will be presented annually, shall constitute the official comprehensive town tree plan.
- (b) The commission, when requested by the board of aldermen, shall consider, investigate, make finding, report, and recommend upon any special matter of question coming within the scope of its work.
- (c) The commission shall serve as an advisory board to the board of aldermen with the following duties and responsibilities:
 - (1) To facilitate the planting, growth, and protection of trees within the town.
 - (2) To foster the communication among citizens of the town that would provide the needed protection of trees and to coordinate active measures to support their health and growth within the town.
 - (3) To conduct a tree survey of existing trees along streets and on public property within the town.
 - (4) To investigate available grants, loans, or contributions from other governmental agencies, public or private corporations, or individuals, and to recommend the expenditures of any proceeds toward the accomplishment of the board's purpose.
- (d) The commission will be responsible for establishing guidelines for the spacing of city trees in accordance with the three species size classes in the official street tree species list. These guidelines will cover spacing between street trees, the distance street trees may be planted from curbs or curblines and sidewalks, the distance street trees may be planted from any street corner, the location of the street trees relative to overhead and underground water lines, sewer lines, transmission lines, or other utilities, and any other areas involving the spacing of street trees, park trees, or town-owned trees.
- (e) The commission shall submit an annual report of its activities and recommendations to the board of aldermen and shall submit copies of its minutes and proceedings of its regular and special meetings.

(Code 1993, § 101.23; Ord. No. 0-82-4, 5-10-1982)

ORDINANCE NO. #O-19-12

AN ORDINANCE TO AMEND SECTION 20-287 POWERS, DUTIES AND RESPONSIBILITIES

WHEREAS, the Town of Black Mountain Urban Forestry Commission is charged with serving as an advisory and educational Commission on the urban trees and forests on publicly owned and maintained property within the Town of Black Mountain, and the recognition of the Town of Black Mountain as a “Tree City USA” demonstrates the Town’s commitment to maintaining the tree canopy and urban forests that makes the Town a special place to visit and live; and

WHEREAS, the Urban Forestry Commission reviewed the text of Section 20-287 Duties and Responsibilities in 2017 and 2018 since its adoption to address opportunities for clarification and to include new text to provide focus and direction due to growth as a Commission as a commitment to the Board of Aldermen; and

WHEREAS, the following text amendments are required to carry out the Commission’s Duties and Responsibilities;

NOW, THEREFORE, BE IT RESOLVED that Section 20-287 Duties and Responsibilities is amended with the following (additions are **underlined in bold italic** and deletions are shown as ~~red-struck-text~~):

1. Sec. 20-287 – Duties and Responsibilities

~~(a) It shall be the responsibility of the Commission to study, investigate, counsel and develop and update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in other public areas. Such plan, which will be presented annually, shall constitute the official comprehensive Town Tree Plan.~~

(a) The mission of the Town of Black Mountain Urban Forestry Commission is to create an awareness of the natural environment of the Town of Black Mountain by providing leadership, appreciation, and active participation through public education and outreach for the environmental, economic, and cultural value of trees in the Town in order to improve the quality of life for the Town’s citizens.

~~(b) The commission, when requested by the board of aldermen, shall consider, investigate, make finding, report, and recommend upon any special matter of question coming within the scope of its work.~~

(c) The Commission will act as a resource for local government, citizens, and businesses to facilitate the merging of man-made and natural environments so that both are accommodated and valued in the process. The Commission may recommend planting, managing, and protecting trees on Town properties maximizing the environmental, economic and social benefits the urban forest provides.

(d) The Commission shall serve as an advisory and educational Commission ~~board~~ to the ~~b~~Board of ~~a~~Aldermen with the following duties and responsibilities:

(1) ~~To-f~~ Facilitate and encourage the planting, growth, maintenance, replacement, and protection of trees within the ~~t~~Town.

(2) ~~To foster the communication among citizens of the town that would provide the needed protection of trees and to coordinate active measures to support their health and growth within the town.~~ Provide a forum for the exchange of communication and ideas among citizens, businesses, environmental organizations, developers, and local government, and encourage responsible land development.

(3) ~~To-e~~ Conduct a tree-~~survey~~ inventory of existing trees along streets and on public property within the ~~t~~Town to monitor for tree health, to promote conservation, and to promote education and awareness.

(4) ~~To-i~~ Investigate available grants, loans, or contributions from other governmental agencies, public or private corporations, or individuals, and to recommend the expenditures of any proceeds toward the accomplishment of the Commission's ~~board's~~ purpose.

(5) Promote programs which encourage citizens to become better stewards of our natural resources.

(6) Provide educational resources, materials and workshops, and serve as a clearinghouse for information about trees and urban forests.

(7) Develop partners to strengthen and expand education and outreach to maintain and enhance the Town's trees and urban forests.

(8) Organize and manage the Town's Arbor Day celebration, apply annually for the Tree City USA certification through the National Arbor Day Foundation, and provide representation at urban forestry related events

~~(d) —The Commission will be responsible for establishing guidelines for the spacing of city trees in accordance with the three species size classes in the official street tree species list. These guidelines will cover spacing between street trees, the distance street trees may be planted from curbs or curb lines and sidewalks, the distance street trees may be planted from any street corner, the location of the street trees relative to overhead and underground water lines, sewer lines, transmission lines, or other utilities, and any other areas involving the spacing of street trees, park trees, or Town-owned trees.~~

(e) The Commission shall submit an annual report of its activities and recommendations to the ~~b~~Board of ~~a~~Aldermen and shall submit copies of its minutes and proceedings of its regular and special meetings.

(f) The Commission is authorized to appoint Committees from its membership whose function shall be fixed by the Commission at the time of appointment. The Committees may be standing Committees and shall perform the duties as may be assigned by the Commission.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the ____ day of May, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 13, 2019

SUBJECT: Annual Road Closure for Christmas Parade, Public Hearing #O-19-07

AGENDA INFORMATION

Agenda Location:	Public Hearing
Item Number:	9A
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Call for a public hearing to close State Street for the annual Christmas Parade. Last year staff learned the Christmas Parade was held on State Street without a proper permit from NC DOT. We learned about this while trying to secure a road closure for the Veteran's Day Parade. Through this process, staff learned a road closure request for State Street is unlikely to be approved by NC DOT because the available detour routes are not able to handle the same capacity of the street requesting to be closed. NC DOT, presented an alternative. Town events, and events sponsored by the town, can close State Street utilizing SS 20-169. In this process, the town alerts DOT to the potential road closure. This provides DOT the opportunity to inform the town of potential conflicts, such a maintenance or resurfacing work. After comments are received the town may adopt an ordinance.

MOTION FOR CONSIDERATION: To adopt Ordinance #O-19-07, for the annual road closure of State Street for the annual Christmas Parade in Black Mountain on the first Saturday of December.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**AN ORDINANCE DECLARING A ROAD
CLOSURE FOR A TOWN OF BLACK MOUNTAIN
CHRISTMAS PARADE**

#O-19-07

WHEREAS, the Board of Alderman of the Town of Black Mountain acknowledges a long tradition of supporting the Chamber of Commerce, local businesses and communities during the holiday season; and

WHEREAS, the Board of Aldermen acknowledges the annual parade requires approximately two (2) hours to install signing and traffic control, and also requires approximately one (1) hour for removing signs, traffic control, and litter;

NOW THEREFORE BE IT ORDAINED by the Board of Alderman of the Town of Black Mountain pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date(s): First Saturday in December (in case of inclement weather, the following Saturday will be used)

Times: 2:00 p.m. to 5:00 p.m.

Route Description: US 70 Hwy from Flat Creek Road to Cragmont Road

This ordinance to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 13th day of May, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 13, 2019

SUBJECT: Annual Road Closure for Veteran's Day Parades, Public Hearing #O-19-08

AGENDA INFORMATION

Agenda Location:	Public Hearing
Item Number:	9B
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Call for a public hearing to close State Street for the annual Veteran's Day Parade. Staff learned a road closure request for State Street is unlikely to be approved by NC DOT because the available detour routes are not able to handle the same capacity of the street requesting to be closed. NC DOT, presented an alternative. Town events, and events sponsored by the town, can close State Street utilizing SS 20-169. In this process, the town alerts DOT to the potential road closure. This provides DOT the opportunity to inform the town of potential conflicts, such a maintenance or resurfacing work. After comments are received the town may adopt an ordinance.

MOTION FOR CONSIDERATION: To adopt Ordinance #O-19-08, for the annual road closure of State Street for the Veteran's Day Parade in Black Mountain on November 11.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance #O-19-08

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting or as soon thereafter as possible.

**ORDINANCE DECLARING A ROAD CLOSURE
FOR A TOWN OF BLACK MOUNTAIN
VETERAN'S DAY PARADE**

#O-19-08

WHEREAS, the Board of Alderman of the Town of Black Mountain acknowledges the dedication of the Veteran's in our community, and wishes to show honor, respect and gratitude on Veteran's Day; and

WHEREAS, the Board of Aldermen acknowledges the annual parade requires approximately one hour to organizing participants, twenty minutes to proceed through the route, and one hour to clean up.

NOW THEREFORE BE IT ORDAINED by the Board of Alderman of the Town of Black Mountain pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date(s): November 11

Times: 2:00 p.m. to 4:30p.m.

Route Description: US 70 Hwy from Ridgeway Avenue to Dougherty Street

This ordinance to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 13th day of May, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

**Minutes Follow
This Section**



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
April 4, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, April 4, 2019 at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to review the agenda for the regular monthly meeting scheduled for Monday, April 8, 2019 at 6:00 p.m.

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 5:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris - absent
Alderman Carlos Showers
Alderman Ryan Stone
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager
Angela L. Reece, Town Clerk
Ron Sneed, Town Attorney

Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Joshua Henderson, Recreation Director
Jamey Matthews, Public Works Director

The Board reviewed the items that were proposed for the April 8, 2019 regular session and made the following changes.

Mayor Don Collins opened the meeting. Town Manager, Josh Harrold presented the proposed agenda to the Board of Aldermen. Pastor Mike MacDonald of United Methodist Church will give the invocation. Vice Mayor Maggie Tuttle advised she will deliver the proclamation for Mary Frances Stephens on Sunday, April 7th at a celebratory dinner.

Town Manager, Josh Harrold discussed **Item 5B and Item 5C**, Street Closures for Campbell Street stating the first portion is the petition from the adjoining property owners and the second closure request is from the Planning Board to close the remainder of the street.

Town Manager, Josh Harrold discussed **Item 5D and Item 5E**, Public Hearings to close State Street for the annual Christmas Parade and Veterans Day Parade stating NC DOT requires

Black Mountain Board of Aldermen
Agenda Workshop Minutes –April 4, 2019

advanced notice for street closures and said it is problematic to close a street in the event of an event being rescheduled. Having an ordinance on file will negate complications for these annual events.

Town Manager, Josh Harrold discussed **Item 7A**, Continuation of Public Hearing for Graffiti Ordinance stating Attorney Sneed has amended the proposed ordinance per the Board's instruction to include a clear definition of "violation" and has clarified the language for creation of a "trust fund".

Town Attorney, Ron Sneed discussed **Item 8B**, Interlocal Agreement- First Due Size-Up Software stating the County originally pursued this software but now has declined funding and said the Town of Weaverville has chosen to purchase the software and is asking for the surrounding municipalities to contribute their portion to reimburse. The Town of Black Mountain would pay \$917.00 for the remainder of this fiscal year. Attorney Sneed stated the software assists emergency responders with structural layouts, persons inside and persons with special needs.

Town Manager, Josh Harrold discussed **Item 8C and 8D**, Capital Project Ordinance and Budget Amendment for River Walk Greenway Phase II stating funds are now being expended in this project and it is necessary to reflect this for budgetary purposes.

Town Attorney, Ron Sneed discussed **Item 8E**, Hemphill Property Update stating a proposal has been made to the land trust to purchase a small portion of the land in exchange for a right of way easement to allow for a second entrance to the park from Sunset Drive which would be a safer route than the current access underneath I40 through a box culvert and over an unarmed railroad crossing. Attorney Sneed stated this transaction will not involve the town, however acceptance or non-acceptance of the small portion of property in question is a matter for the Board to decide. Attorney Sneed stated the portion in question could connect to a future greenway and advised securing an easement through the property would be beneficial if the Board chooses not to accept it.

Town Manager, Josh Harrold discussed **Item 9B**, Public Hearing for text amendments to definitions to Bed & Breakfast, Homes & Inns stating a citizen has petitioned for the amendments. Manager Harrold stated current definitions for bed and breakfast homes and inns do not meet the same definitions as the state statutes and said the Town definitions allow for fewer rooms than the state statute allows.

Town Manager, Josh Harrold discussed **NEW Item 5F**, JLS Paving Contract stating the funding was previously allocated by the Board and said the contract is to begin paving and repairing the Flat Creek Greenway.

Town Manager, Josh Harrold discussed **NEW Item 5G**, Civil Design Concepts engineering contract for the water transfer phase II stating the transfer will take place in May 2020. Manager Harrold stated the funding was also previously approved by the Board. Attorney Sneed stated the Board would need to approve execution of the contract.

Town Manager, Josh Harrold discussed **NEW Item 5H**, Resolution of support for Passenger Rail in WNC stating the Western North Carolina Rail Committee has requested support by resolution for passenger rail in WNC. Manager Harrold stated the first step is AMTRAK launching its Thruway Bus Service along the route between Asheville and Salisbury which will be followed by re-establishment of a passenger rail connection to Western North Carolina in the future.

Black Mountain Board of Aldermen
Agenda Workshop Minutes –April 4, 2019

Town Manager, Josh Harrold discussed **NEW Item 5I**, System Development Fee Study stating House Bill 436 requires municipalities to conduct a study in order to continue to assess fees for water and sewer (formally known as impact fees). Manager Harrold stated the three proposals he has obtained for the study were \$18,000, \$14,000 and \$8,900 and said impact fee revenues were approximately \$45,000 annually.

Alderman Ryan Stone moved to adopt the agenda as amended, adding New Items 5F, 5G, 5H, and 5I to the Consent Agenda.

The motion was unanimously approved by a vote of 4-0.

There was no further discussion on the agenda.

There being no further discussion, on a motion by Vice Mayor Maggie Tuttle with a vote of 4-0 Mayor Don Collins adjourned the meeting at 5:28 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor



TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **April 8, 2019** Time: **6:00 p.m.** **Regular Session Minutes**

*The agenda and all related documentation may be accessed electronically via Wi-Fi in Town Hall. From your laptop or smartphone, access the Town's website at www.townofblackmountain.org. Click on **Town Government** and select **Mayor and Board of Alderman** to download materials for all Town board meetings.*

P 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 Angela Reece at 419-9310, or by email at townclerk@townofblackmountain.org
(828) 419-9300 / TDD (800) 735-2962*

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 6:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Ryan Stone
Alderman Carlos Showers
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager/Finance Director
Angela Reece, Town Clerk
Ron Sneed, Town Attorney
John Wilson, Deputy Fire Chief
Shawn Freeman, Police Chief

Mayor Don Collins welcomed everyone and led the Pledge of Allegiance. Pastor Mike MacDonald of Black Mountain United Methodist Church gave the invocation.

Mayor Collins thanked everyone in attendance and expressed appreciation to all those who were attending for the first time and also the viewing audience. The re-broadcast of each regular meeting is shown throughout the month on Charter Cable's Buncombe County Channel 192 at 8:00 p.m. on Sundays. Meetings initially air the same week in which they occur and are shown weekly until the next regularly scheduled meeting. Citizens may also go to the Town website www.townofblackmountain.org at any time and view the most recent regular meeting of the Board.

Mayor Collins asked citizens attending the meeting to remain quiet so as not to disturb others. In his announcements Mayor Collins congratulated Alderman Larry B. Harris in being selected to

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

Chair the Land of Sky Regional Council Board of Directors for a second term. Mayor Collins thanked Alderman Harris for his service to the Town of Black Mountain.

2. PROCLAMATION AND AWARD RECOGNITION

- A. 100th Birthday – Mary Frances Stephens “Cissie” – Vice Mayor Tuttle proclaimed April 8, 2019 as Marry Frances Stephens Day in celebration of Mrs. Stephens 100th birthday. Mrs. Stephens is a living treasure in Black Mountain and is cherished by all who have the pleasure of knowing her.
- B. Tick-borne Diseases Awareness Month Proclamation - Mayor Collins proclaimed May 2019 as Tick-borne Diseases Awareness Month and encouraged citizens to take precautions when recreating outdoors.

3. CITIZEN COMMENTS

*Individuals wishing to address the Board are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Board. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

Ruth Hubbard Lovinsohn of Black Mountain addressed the Board of Aldermen regarding water quality concerns surrounding a local towing business near the community garden.

LTC Chris Castro addressed the Board of Aldermen regarding membership on the local Draft Board encouraging citizens to apply. More information is available by visiting www.sss.gov

Peter Dawes of Black Mountain addressed the Board of Aldermen regarding bullying.

Becky Walker of the Black Mountain Tennis Association addressed the Board of Aldermen regarding the positive economic Impact of tennis in the area and encouraged the Board to fund new tennis courts.

Lyn Swann of Black Mountain addressed the Board of Aldermen regarding her concern over sharing space at the Lakeview Senior Center with the Black Mountain Summer Camp attendees.

Jim Schneider of Black Mountain addressed the Board of Aldermen also regarding his concerns over sharing space at the Lakeview Senior Center with the Black Mountain Summer Camp attendees.

Elaine Loutzenheiser of Black Mountain addressed the Board of Aldermen requesting consideration of implementing impact fees to offset infrastructure costs.

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

A. Black Mountain Recreation Commission Annual Report – Terry McElrath, Chair

Recreation Commission Chair, Terry McElrath presented the Annual Black Mountain Recreation Report to the Board of Aldermen which is attached to and made part of these minutes.

B. Black Mountain Recreation & Parks Annual Report – Joshua Henderson, Director

Recreation & Parks Director Joshua Henderson presented the annual Black Mountain Recreation & Parks report which is attached to and made part of these minutes.

Mayor Collins stated he was proud of the amount of recreational offerings the Town provides its citizens and said the town by far exceeds expenditures per capita of any other town our size in Western NC on recreation services.

5. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

Town Manager, Josh Harrold presented the consent agenda to the Board of Aldermen.

A. Adoption of Minutes

Motion: *To adopt the minutes of March 7, 2019 (Agenda Session), March 11, 2019 (Regular Session), March 11, 2019 (Closed Session), and March 20, 2019 (Special Call Meeting).*

B. Call for Public Hearing to Close a Platted Street known as Campbell Street #R-19-07

Motion: *To call for the public hearing to close a portion of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

Manager Harrold stated the adjoining property owners have requested this closure.

C. Call for Public Hearing to Close the remainder of a Platted Street known as Campbell Street

#R-19-08

Motion: *To call for the public hearing to close the remainder of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

Manager Harrold stated the Planning Board has requested the closure of the remainder of Campbell Street.

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

D. Call for Public Hearing –Christmas Parade

#O-19-07

Motion: *To call for a public hearing to adopt Ordinance O-19-07, for the road closure of State Street for the annual Christmas Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

Manager Harrold stated the NC DOT requires advanced notice for street closures and said this request as well as the request for the Veterans Day Parade is to give permanent notice of an intended street closure for annual parades in town.

E. Call for Public Hearing –Veterans Day Parade

#O-19-08

Motion: *To call for a public hearing to adopt Ordinance #O-19-08, for the road closure of State Street for the annual Veteran's Day Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

F. JLS Paving Contract for Flat Creek Greenway

Motion: To approve as presented.

Manager Harrold stated the asphalt plants are now open and paving work can commence for the season. He stated this contract is to proceed with the Flat Creek Greenway repairs at a cost of \$19,980 for a 120 foot section.

G. Civil Design Concepts Engineering Services Contract (Water Transfer Phase II)

Motion: To approve as presented.

Manager Harrold stated this contract is for engineering services in the amount of \$29,250 for the Phase II waterline transfer from the City of Asheville.

H. Resolution in Support of Passenger Rail in WNC

Motion: To approve as presented.

Manager Harrold stated this resolution is to support restoration of passenger rail service through a bus route from Salisbury NC to Asheville NC. Manager Harrold stated passenger rail was available in the area in 1975 and said there is an interest to renew it for the future.

I. System Development Fee Study

Motion: *To approve as presented and to authorize the Town Manager to execute the contract for services.*

Manager Harrold stated the NC General Assembly has passed legislation requiring municipalities to conduct a system development fee study in order to continue to assess and collect impact fees.

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

Manager Harrold stated he recommends accepting a proposal from McGill & Associates in the amount of \$8,900 to conduct the study.

Vice Mayor Maggie Tuttle moved to approve consent items A-I as presented. The motion was approved by a vote of 5-0.

6. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one speaker shall be limited to three (3) minutes.

If the topic you wish to discuss pertains to a public hearing scheduled for this meeting, please reserve your comment for the applicable public hearing.

There were no citizen comments.

7. UNFINISHED BUSINESS

Continued from 3-11-19 Regular Meeting

A. Public Hearing for Text Amendments to Add Graffiti Ordinance

#O-19-05

Attorney Ron Sneed stated he revised the proposed ordinance as indicated by the Board of Aldermen to clarify language surrounding the creation of a trust fund in the event the town were to collect fines in excess of \$10,000. Attorney Sneed stated he specifically defined what a violation consists of.

Alderman Carlos Showers moved to reconvene the public hearing on Ordinance #O-19-05 for Text Amendments to Add Graffiti Ordinance. The motion was approved by a vote of 5-0.

Alderman Larry B. Harris stated he still has reservations regarding language in the ordinance requiring the perpetrator to enter the property to clean it up stating he would feel that a property owner would not be comfortable with this. Attorney Sneed stated he removed the forgiveness language so there was no requirement of the property owner to allow the perpetrator back on the property to clean up their markings. Attorney Sneed stated the property owner has the option to allow this.

Lisa Milton of Black Mountain addressed the Board of Aldermen regarding Section 373: Removal Required paragraph A, stating she feels the language as written is problematic and feels the property owner should be notified prior to the perpetrator being allowed to enter the property again and said she feels the property owner should be given the choice and said her fear is that more damage could occur.

Attorney Sneed stated he could amend the language to clarify this. Board members concurred. There was no further discussion.

Alderman Larry B. Harris moved to close the public hearing. The motion was approved by a vote of 5-0.

Alderman Larry B. Harris moved to approve Ordinance #O-19-05 as amended. The motion was approved by a vote of 5-0.

8. NEW BUSINESS

A. Asheville Design Center- Master Plan for Veterans Park & Children & Friends Daycare

Chris Joyell, Executive Director presented a feasibility study and master plan for Veterans Park Dr. John Wilson Community Garden and Children & Friends Daycare to the Board of Aldermen. The presentation is made part of and included in these minutes. Tania McCamy, Project Manager presented the findings to the Board of Aldermen. Ms. McCamy stated the team held five community input meetings regarding the design of the proposed project from November 2017 through December 2018. Ms. McCamy stated the garden area plan proposal implements stakeholder feedback such as incorporation of an outdoor kitchen and classroom/event space as well as a covered pavilion and restroom facilities. Ms. McCamy stated the pavilion would not be exclusive to the Community Garden site. She stated the combined total square footage of the three proposed structures would be approximately 2,750 square feet. Ms. McCamy presented images of what this design could look like. Ms. McCamy discussed the proposed Children & Friends Daycare center and said the proposed facility would house 172 students. She presented renderings of the building footprint and the design team's preferred concept. Ms. McCamy stated the proposed building would be 2,000 square feet with a 17,000 square foot playground. She said the proposal includes 108 parking spaces which will utilize the existing gravel lot as well as expand into the site. Ms. McCamy stated the team chose this design as it was the most compact design and said it minimized the impact to the greenway and made use of existing infrastructure. She stated it would not impact the floodplain or the utility easement. Alderman Larry B. Harris inquired regarding parking for the Community Garden and Ms. McCamy stated there are five spaces allotted next to the garden bed at the north end of the rendering. Alderman Harris stated he did not feel this was sufficient. Ms. McCamy stated the design team would expect overlap in parking shared use for the site. Alderman Harris inquired if there was an estimated cost for the Community Garden portion and Ms. McCamy stated this was not her area of expertise and did not have that information available. Mr. Joyell stated he could get those figures. Mayor Collins stated he would like consideration given to enclosing the proposed kitchen area to prohibit theft.

B. Interlocal Agreement - First Due Size-Up Software

Deputy Fire Chief, John Wilson stated this software allows interdepartmental communications and situation information to be more readily available to fire and rescue workers. He stated the Town of Weaverville has agreed to pay the upfront cost of this software and said the agreement provides for each department to pay a share of that cost, with the cost to Black Mountain for the first six months of the license being \$911.58, reimbursing the Town of Weaverville. Deputy Chief Wilson stated Buncombe County originally budgeted for the total cost of this software but has pulled it from consideration at this time. He stated the annual cost would be approximately

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

\$1,800.00 and said if the software suits the Fire Department needs then they could discontinue the current software which is around \$1,500.00 annually to recuperate the cost.

Alderman Tim Raines moved to approve the Interlocal Agreement for First Due Size-Up Software. The motion was approved by a vote of 5-0.

C. Capital Project Ordinance -Projects Fund Amendment for Riverwalk Greenway **#O-19-09**

Assistant Town Manager/Finance Director Dean Luebbe stated this project amendment is to reflect expenditures in professional services for the engineering of Phase II of the River Walk Greenway. Mr. Luebbe stated this ordinance and the following budget amendment is to reflect work beginning on the project. Alderman Larry B. Harris reminded the public that the Town's match is 20% of the \$5M project. Mr. Luebbe reminded the public that the town has placed \$80,000 per year in a capital improvement project fund since 2016 and recalled receiving additional funding from Buncombe County in the amount of \$400,000 toward this project. Mr. Luebbe stated he will bring another project ordinance amendment and budget amendment to the Board for consideration once additional funding is spent later this year.

Vice Mayor Maggie Tuttle moved approve the Riverwalk Greenway Capital Project Ordinance #O-19-09, Project Fund Amendment as presented. The motion was approved by a vote of 5-0.

D. Budget Amendment River Walk Greenway **#FY2019-19**

Alderman Larry B. Harris moved to approve Budget Amendment #FY2019-19 as submitted, increasing expenditure and revenue accounts in fund 6400 (Riverwalk Greenway Capital Projects Fund) by \$1,928,750. The motion was approved by a vote of 5-0.

E. Hemphill Property Update – Attorney Ron Sneed

Attorney Ron Sneed recalled discussions in the agenda meeting regarding the Hemphill Property stating a proposal has been made to the land trust to purchase a small portion of the land in exchange for a right of way easement to allow for a second entrance to the park from Sunset Drive. Attorney Sneed reiterated this transaction would not involve the town, however acceptance or non-acceptance of the small portion of property in question is a matter for the Board to decide. If the Board decides not to accept the portion of property in question then the estate of Mary Hemphill can dispose of it. Attorney Sneed stated the legal importance of this transaction could impact a future greenway connection from the western end of the property to Highway 9 which is approximately 2,100 feet. Attorney Sneed stated there was nothing in the proposed transaction between Mike Begley and the Estate for an easement of a future greenway connection if the property is relinquished and sold. Attorney Sneed proposed requesting an easement across the portion of the property in question should the Board of Aldermen decide not to accept it. Attorney Sneed stated a secondary access to the park would be a benefit as well as an easement for a future greenway connection. Alderman Larry B. Harris stated he would like to

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

study this issue further before a decision is made to ensure fairness to all parties involved. Board members concurred.

9. PUBLIC HEARING

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on 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. Public for the Closure of the Remainder of an Unopened, Platted portion of First Street **#R-19-06**

Planning Director Jessica Trotman recalled the closure of the first portion of this unopened street which is located off of Blue Ridge Assembly Drive earlier this year and stated the Planning Board has requested to close the remaining portion which is 75 feet long and is land locked. Alderman Larry B. Harris clarified the process of retaining utility easements. Attorney Sneed stated staff reviews the requests and account for this possibility without adding a more cumbersome process. Director Trotman stated there is a utility easement between the property owners but not the town. Attorney Sneed stated platted rights-of-way are access only and not easements for utilities. He stated the process is very cumbersome for the town to turn down an easement for access and then to require an easement for utilities and recommended not doing this for every process.

***Alderman Larry B. Harris moved to open the public hearing on Resolution #R-19-06 for the closure of the remainder of an unopened, platted portion of First Street. (off of Blue Ridge Assembly Drive)
The motion was approved by a vote of 5-0.***

There were no citizen comments.

***Vice Mayor Maggie Tuttle moved to close the public hearing.
The motion was approved by a vote of 5-0***

***Vice Mayor Maggie Tuttle moved to approve Resolution #R-19-06 for the street closure.
The motion was approved by a vote of 5-0***

B. Public for Text Amendments to Definitions Section (Bed and Breakfast Homes and Inns) **#O-19-06**

Planning Director Jessica Trotman stated this amendment is being requested by Theresa Fuller, owner of the Arbor House. Director Trotman stated the proposed changes included increasing number of rooms allowed bed and breakfast homes from 1-4 room to up to 6 rooms and for inns previously having 5-12 rooms and now 7-12 rooms. Attorney Sneed stated NC General Statutes define homes and inns differently and allow larger numbers of rooms. Director Trotman stated the town is more interested in compatibility and usage.

Alderman Larry B. Harris moved to open the public hearing on Ordinance #O-19-06 for text amendments to definitions section (Bed and Breakfast Homes and Inns).

The motion was approved by a vote of 5-0.

Theresa Fuller, owner of the Arbor House addressed the Board of Aldermen requesting consideration for the amendment and expressing concern for the requirement of an owner to “reside” during operation and said she does take vacations and has an inn keeper there when she is off premises. Attorney Sneed stated this ordinance does not require the owner to remain on premises at all times.

Alderman Larry B. Harris moved to close the public hearing.

The motion was approved by a vote of 5-0

Vice Mayor Maggie Tuttle moved to adopt the statement of consistency.

The motion was approved by a vote of 5-0

Alderman Carlos Showers moved to adopt Ordinance #O-19-06 as presented.

The motion was approved by a vote of 5-0

10. COMMUNICATION FROM STAFF

- A.** Town Attorney – Attorney Sneed congratulated Anna Stearns, former paralegal, on her appointment as General Counsel & Chief of Staff to Chief Justice Cheri Beasley of the NC Supreme Court. This is a great accomplishment and the Board of Aldermen extend their best wishes in this new endeavor to Attorney Stearns.
- B.** Josh Harrold - Manager Harrold announced he has selected a Fire Chief, Scottie Harris and encouraged the Board to attend a meet and greet just prior to the agenda workshop on May 9th. Manager Harrold also reminded citizens that Town offices will be closed on Friday April 19th for Good Friday and reminded everyone of the budget workshop scheduled for Thursday April 25th at 8:30 a.m. at Town Hall.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Mayor Don Collins reminded Citizens of upcoming budget workshops and negotiations. Mayor Collins stated there are multiple requests for funding and said the Board of Aldermen will work diligently to ensure a balanced budget.

Black Mountain Board of Aldermen
Regular Session Minutes – April 8, 2019

12. ADJOURNMENT

There being no further business, on a motion made by Alderman Carlos Showers and with a vote of 5-0, Mayor Don Collins adjourned the meeting at 8:00 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor



Black Mountain
Recreation & Parks

Recreation Commission

Annual Report 2019



Looking to the Future

The Master Plan for Recreation and Parks was formerly adopted by the Board of Aldermen in 2004.

The Plan is evaluated, reviewed, and adjusted periodically, with the most recent update approved by BOA in December 2017.



Black Mountain
Recreation & Parks

Purpose

- **Identification of quality recreation facilities and programs that will enhance the well-being of citizens**
- **Identification of and protection for open spaces and environmentally sensitive areas**
- **Promotion of social interaction among diverse individuals, groups, and generations**
- **Enhance ability to attract new businesses**



Black Mountain
Recreation & Parks

Plan Development

- **Evaluation of existing recreational programs and spaces, including private sector**
- **Evaluation of current trends**
- **Citizen input through public meetings, social media polls, questionnaires**



Black Mountain
Recreation & Parks

Citizen Desires

- **Special Events related to performing arts**
- **Parks for outdoor activities including walking**
- **Aquatic facilities for pleasure, exercise, aerobics**
- **Facility for social activities, such as: meals, senior activities, bridge, clubs, teen events, dances, etc**



Black Mountain
Recreation & Parks

Recommendations

- **Secure a Recreation Center**
- **Continue expansion of Greenways**
- **Develop Mini-Parks throughout town**
(standards indicate we need 5; includes playground, quiet reflection spaces, etc)
- **Develop existing town owned lands, such as Cragmont Park and/or develop plan for and purchase of additional open space**

18-19 Annual Report

Recreation & Parks

Points of Interest

- Since September 2018 we have hired a brand new staff
- Updated rental policies
- Increased pool rates for the first time since 2015
- Implemented a Recreation on-call phone for weekends
- Currently working with the Town to find funding and methods for improving Tennis Courts

Pool

2018 Total Attendance: 21,258

- Programs
 - Lap swim: 527 participants
 - Aqua Exercise: 382 participants
 - Swim Team: 140 participants
 - Swim Lessons: 36 participants
 - Pool Rentals: 22
- Revenues
 - Lap Swim: \$527
 - Aqua Exercise: \$1,910
 - Daily Entry: \$29,487
 - Family Passes: \$12,600
 - Pool Rentals: \$4,180 (this is based on an average price of \$190; rates varied between resident \$160 and non-resident \$220)

Gardens

- 80 total plots
- Partnership with Bounty & Soul
- 2018 (85) registered community gardeners; largest number to date (since 2012)
- 10% of each gardeners plot is grown for donation
- 19 plots in the garden are grown exclusively for donation
- 1950 volunteer hours logged
- Produced 3055lbs of food
- Raised \$2415 through Empty Bowls Fundraiser
- Christmas Tree Recycling
- Internship program

Senior Programming (data from Sept 18 to Jan 19)

- Activities (exercise classes, card games, dance groups, etc.)
 - o 32 activities per week
 - o 1,235 participants
- Programs (Medicare seminars, pot lucks, wellness presentations, etc.)
 - o 13 events
 - o 252 participants
- Significant Projects
 - o Trip to Williamsburg
 - o Fall Excursion Trip to Canada
 - o Senior Games/Sliver Arts
 - o Completing Year 1 & 2 of SCOPE

Youth Sports

- Flag Football: 16 participants
- Smart Start Soccer (two seasons fall 18, spring 19)
- Indoor Soccer: 30 teams, 295 participants
- Basketball: 13 teams, 131 participants (in conjunction w/ Asheville Parks & Recreation)
- Smart Start Basketball: 15 participants
- Swim League: 142 participants
- Tennis: 50-70 participants annually

Adult Sports

- Tennis: 125-150 participants annually
 - o Host 6 USTA matches in Black Mountain annually
- Pickleball: 24 players on average per day, playing on 3 courts at Cragmont Assembly 5 days per week
- Basketball: 9 teams

Events

- Walk to School October 10th
 - o 33 participants (heavy rain)
- Mini Monster October 27th
 - o 300-400 participants
- Circle of Lights December 8th
 - o Event was cancelled due to snow/ice storm
- Valentines 5k February 9th
 - o 280 participants

Rentals (data from Sept 18 to Jan 19)

150 total rentals, \$11,985 in revenue

- Lakeview Clubhouse (upstairs & wedding packages)
 - o 24 scheduled rentals
 - o \$4,280 revenue
- Lakeview Center (downstairs)
 - o 3 scheduled rentals
 - o \$320 revenue
- Grey Eagle
 - o 66 scheduled building and indoor soccer rentals
 - o \$3,810 revenue
 - o 18 scheduled bounce house/nerf party rentals
 - o \$2,625 revenue
- Alcohol Permits
 - o 5 permits purchased
 - o \$250 revenue

**Item 8A -
Asheville Design Center Master Plan for Veterans Park/
Children & Friends Daycare**

initial concepts
Veteran's Park

April 8, 2019

WHERE WE ARE

CONTEXT



initial concepts **Veteran's Park Initial Concepts**

HOW WE GOT HERE

TIMELINE

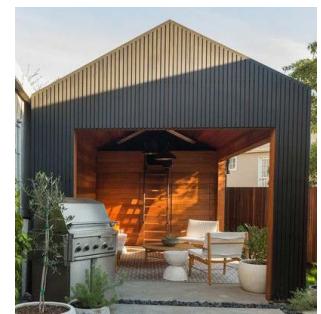


initial concepts **Veteran's Park Initial Concepts**

John Wilson Community Garden

WHAT IT COULD BE LIKE

OUTDOOR KITCHEN / STORAGE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

GARDEN ENTRANCE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

FENCING + SEATING



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

PAVING + SIGNAGE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

NATURAL PLAYSCAPE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

EDIBLE + POLLINATOR PLANTING AT ENTRY



Asclepias incarnata, Swamp Milkweed



Eryngium yuccifolium, Rattlesnake Master



Amelanchier, Serviceberry



Vaccinium angustifolium, Tophat Blueberry Tophat



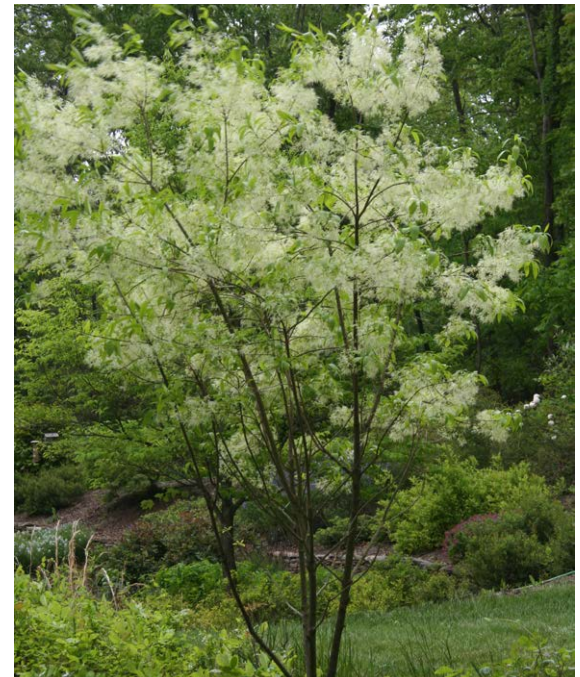
Monarda fistulosa, Bergamot



Pycnanthemum muticum, Mountain Mint



Rudbeckia Maxima, Large Coneflower



Chionanthus virginicus, Fringe Tree

initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

COMMUNITY GARDEN CONCEPT

PICNIC PAVILION SITING

- out of floodplain and utility corridor
- convenient and inviting to all visitors

GARDEN BUILDING SITING

- approximately in existing barn location
- aligns with garden pathways
- screens parking from garden

SITE ADJUSTMENTS

- pedestrian path re-routed and expanded to allow for easier circulation throughout garden
- stabilized stone screenings or mulch patio at river for resting to take advantage of view
- new low gateways at all garden paths to signify entry and provide uniformity
- natural playscape elements added to engage visiting children with natural materials and imaginative play

COMPOST MAKING AREA WITH 4' HIGH FENCE SURROUND

PARKING / PERMEABLE PAVING

GARDEN BUILDING

WOODCHIP STORAGE

MAIN PATHWAYS TO BE 4 FT WIDE, GARDEN PATHS TO BE 2 FT WIDE, COMPOSED OF STABILIZED GRAVEL SCREENINGS OR WOODCHIPS

PICNIC PAVILION

RE-ROUTED GARDEN PATH

NATURAL PLAYSCAPE

EDIBLE + POLLINATOR PLANTING

RAISED GARDEN BEDS

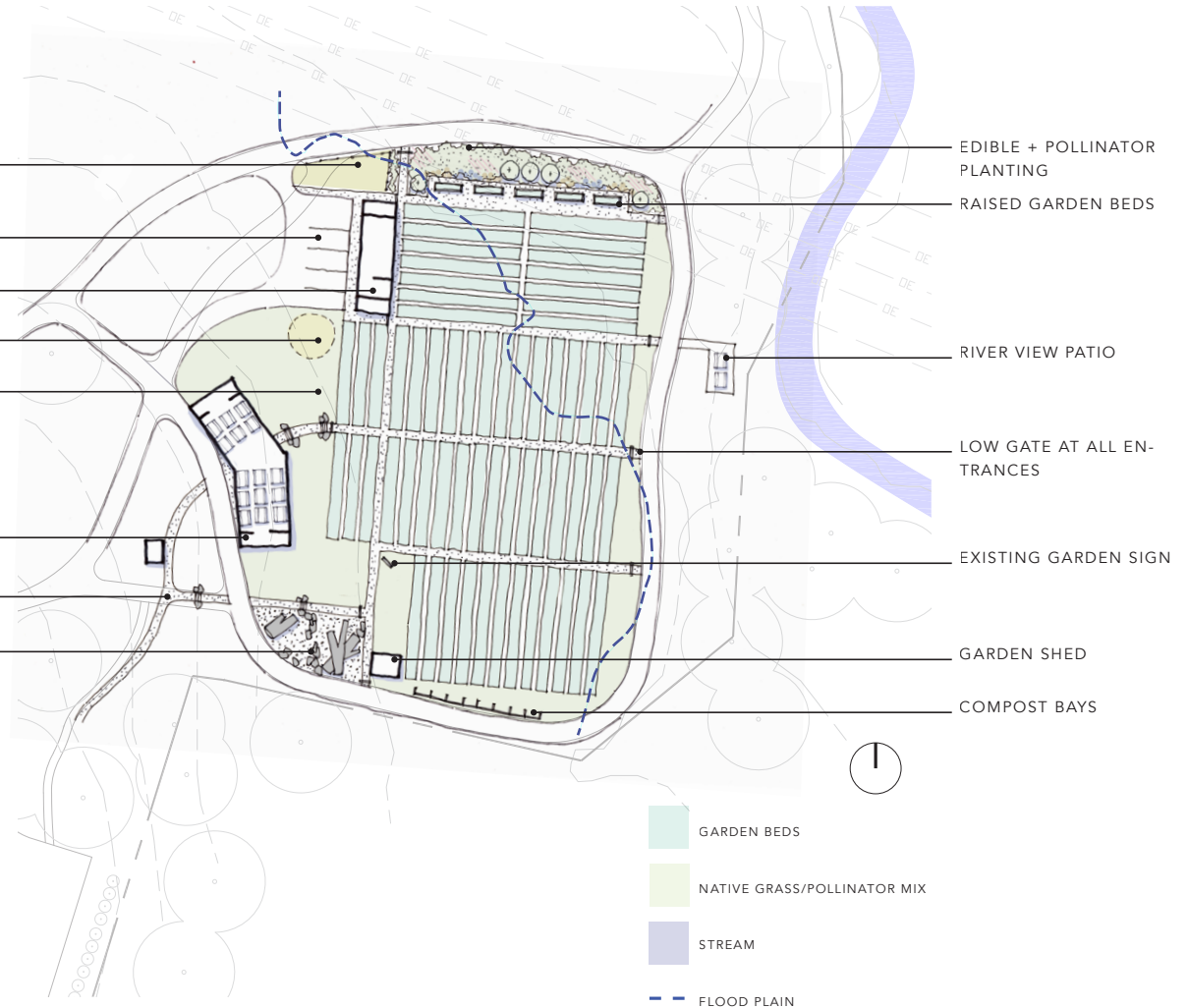
RIVER VIEW PATIO

LOW GATE AT ALL ENTRANCES

EXISTING GARDEN SIGN

GARDEN SHED

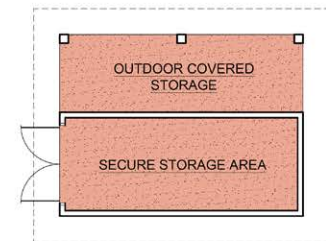
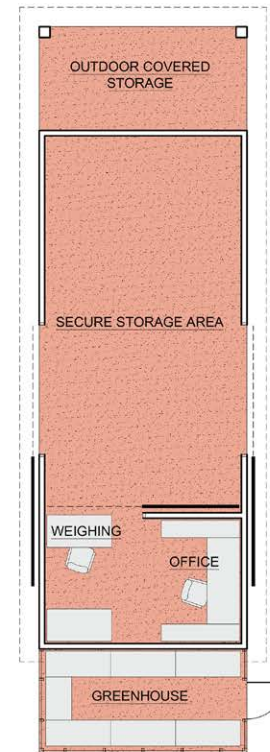
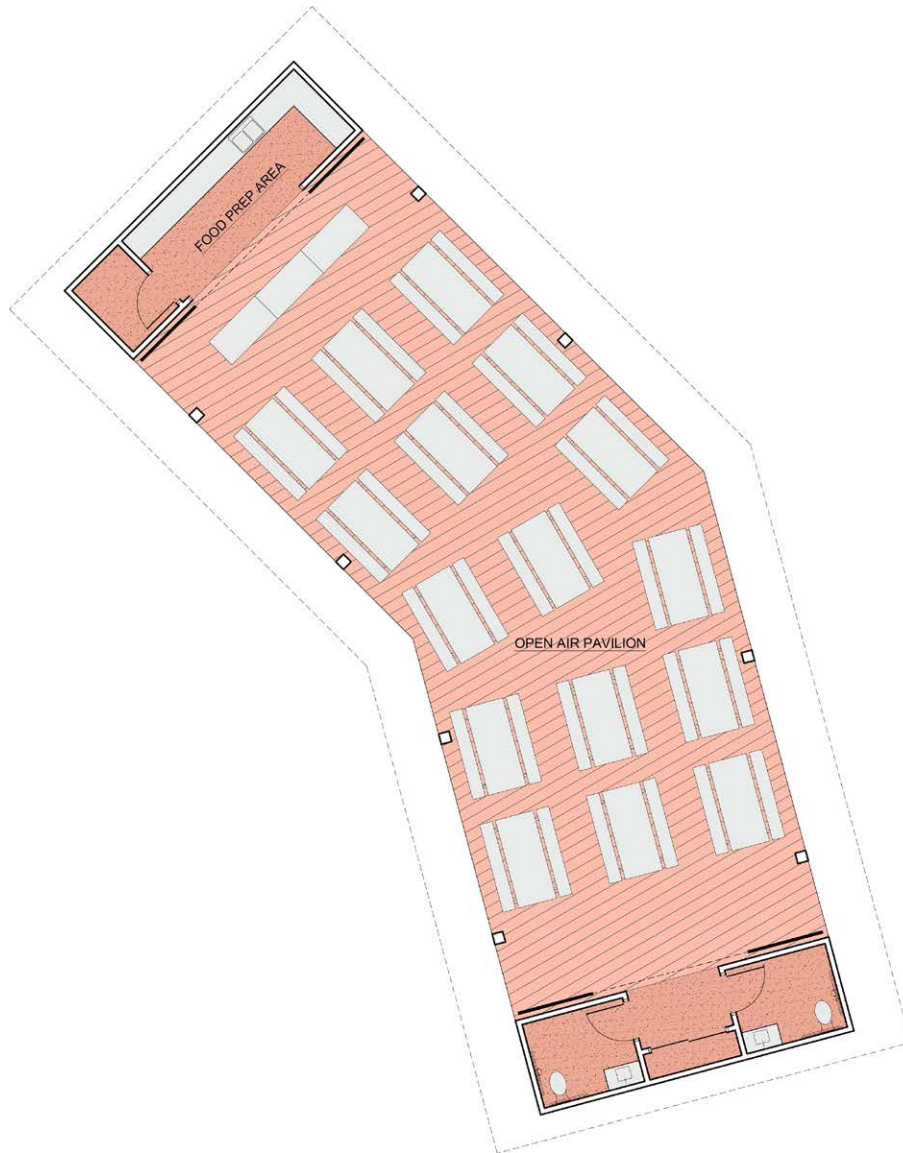
COMPOST BAYS



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

BUILDING CONCEPTS



 FLOOR PLANS
1" = 10'-0"

initial concepts **John Wilson Community Garden**

Children + Friends Preschool

WHAT IT COULD BE LIKE

PRESCHOOL CONCEPT 1

GENERAL PROGRAMMING

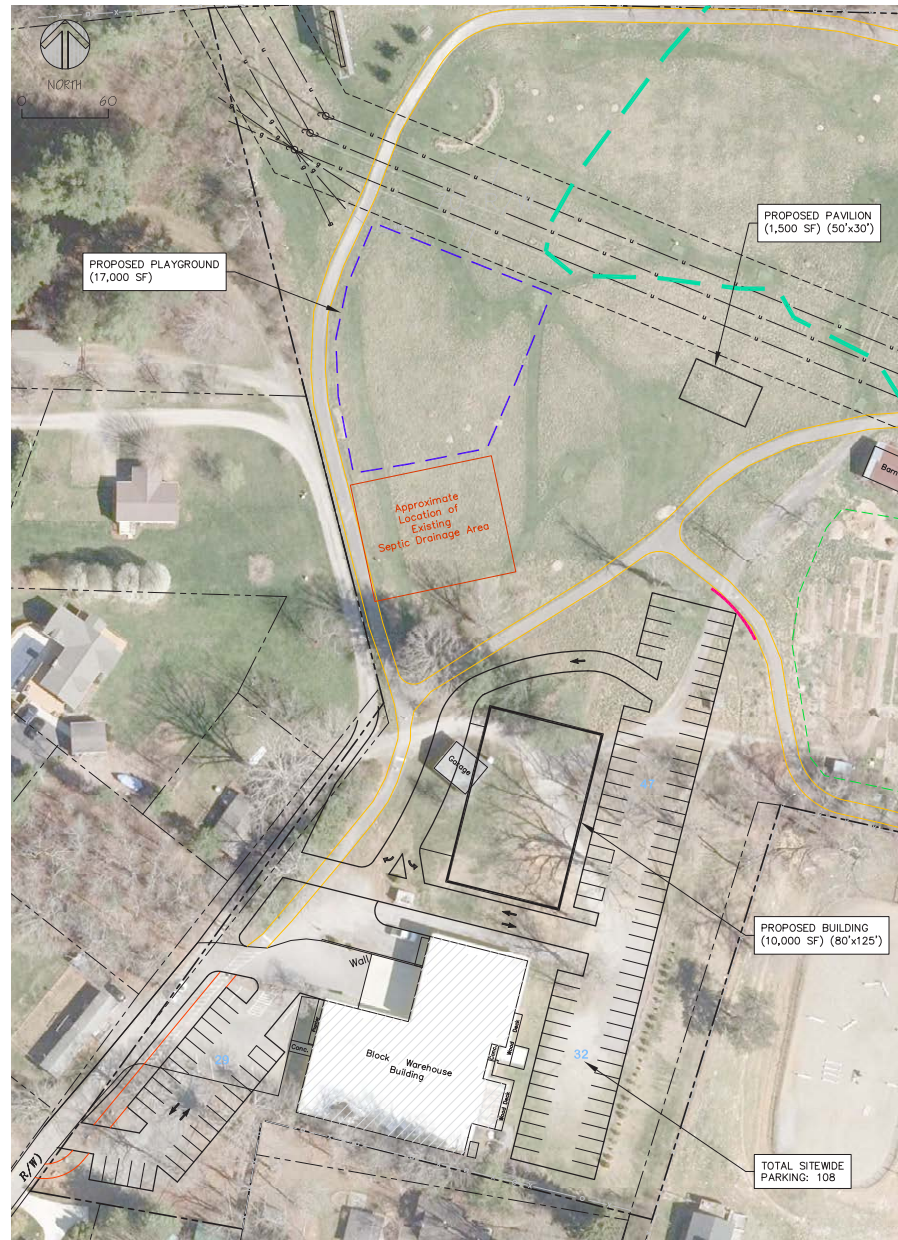
- 10,000 sf Daycare facility
- 17,000 sf Playground
- Additional parking
- Vehicular Drop-off

HIGHLIGHTS

- Compact development footprint
- Best use of existing infrastructure (ex: parking)
- Building proximity promotes cross programming and shared parking
- No development within 100 yr floodplain
- No development within utility easement
- Building pulled away from transmission lines and I-40

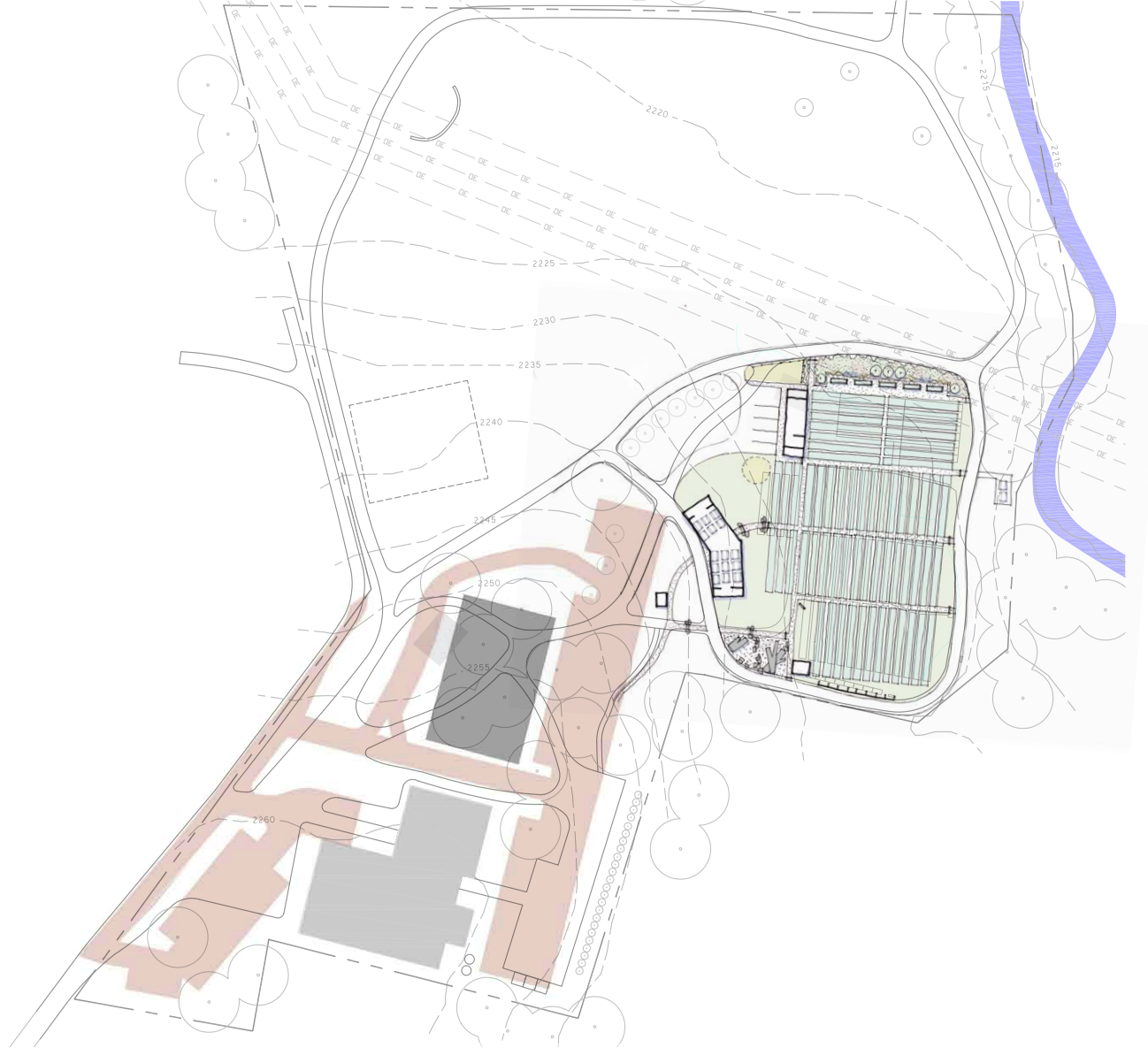
SITE IMPACT

- Removal of trees at top of the hill
- Removal of garage
- Minimal impact to greenway
- Minimizes impact to park facilities
- Will require retaining wall to maintain pathway alignment
- Will require offsite sewer extension across Flat Creek



WHAT IT COULD BE LIKE

GARDEN CONCEPT + PRESCHOOL CONCEPT COMBINED



initial concepts **Children and Friends Preschool**



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
BUDGET WORKSHOP CIP MEETING MINUTES
April 25, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN held a budget workshop and capital improvement plan meeting on Thursday April 25, 2018 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to discuss the FY2019-20 budget and capital improvement plan projects for the Town. The next scheduled budget workshop and capital improvement plan meeting is scheduled for Monday, May 20, 2019 at 5:00 p.m. at Town Hall.

1. CALL TO ORDER

Mayor Collins called the meeting to order at 8:37 a.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Tim Raines
Alderman Carlos Showers
Alderman Ryan Stone – left at 9:50 a.m.

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager/Financial Services Director
Angela L. Reece, Town Clerk
Ronald E. Sneed, Attorney - absent
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Jamey Matthews, Public Services Director
Joshua Henderson, Recreation Services Director

Mayor Don Collins called the meeting to order and opened the floor for discussion.

Town Manager Harrold began the discussion with the Budget Overview handout which is made part of and included in these minutes. Manager Harrold discussed the **Total Funds Budget Summary** on page 5 of the FY2019-20 Manager's Recommended Budget document comparing it to FY2018-19 adopted budget, stating the General Fund has increased by 4.24%, Water Fund has decreased by 1.76%, and the Golf Fund has increased by 2.95%. Manager Harrold stated growth, property tax revenues, and other revenues remain steady. The total FY2019-20 Managers Recommended Budget is **\$11,570,230**.

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 25, 2019

Manager Harrold discussed ***Fees and Rates*** stating services will remain the same for the upcoming fiscal year and proposed implementation of **fire inspection fees** which is made part of and attached to these minutes. **Water rates** have been **increased by 4%** from (in town) \$6.25 to \$6.50 per 1,000 gallons and (out of town) \$10.18 to \$10.59 per 1,000 gallons. Manager Harrold reminded the Board that **impact fees** have been eliminated by the NC General Assembly, which reduces all tap fees by \$700.00. Manager Harrold stated the town is currently under contract with McGill and Associates to perform a System Development Fee Analysis.

Manager Harrold discussed ***Fund Balance and Debt*** stating the town had \$5.3M in debt in 2011 and has just over **\$4M** in 2019 and that's after adding \$1.5M for the purchase of the Foam & Fabric building for Public Services and Recreation. Manager Harrold stated the fund balance has increased by **\$200,000** and stated debt service has increased slightly due to the purchase of communications equipment for the Police Department but said **overall debt service will be reduced by \$1M in FY20-21.**

Manager Harrold discussed the ***Capital Improvement Plan*** on page 109 of the Managers Recommended Budget. Manager Harrold encouraged the Board to continue the practice of setting money aside in capital reserve funds to pay for larger projects and equipment needs in future years rather than incurring debt for them. Manager Harrold reminded the Board once funding is placed into a capital reserve fund then it is designated for capital projects. He stated the type of capital item can change but the funding is committed for capital.

Manager Harrold discussed ***Legislative Changes*** stating the Local Government Retirement System (**LGERS**) is requiring a larger increase this year than the past years in order to sustain the retirement system. Manager Harrold stated this **increase amounts to 1.20% per year.**

Manager Harrold discussed ***Personnel*** stating he has recommended an additional full time police officer and a part time building inspector. Manager Harrold stated he has recommended a 2.5% COLA for all full time employees. Manager Harrold stated the recommended budget includes reinstatement of Board of Aldermen pay per their request.

Manager Harrold discussed the ***Department Requests and Manager Recommendations for Fiscal Year 2019-20*** (handout) which is made part of and included in these minutes. Manager Harrold stated he prepared this document to better inform the Board of what each department head requested and what has recommended.

Board members discussed Fire Department vehicle maintenance (oil changes and preventative maintenance on the pump). Mayor Collins stated the additional fire bay was built to accommodate this in the past and said he would rather see the \$5,000 go toward additional turn out gear. Alderman Carolos Showers stated he feels it is wise to send the vehicles out for maintenance. Alderman Larry B. Harris stated Alderman Showers had a relevant point.

Board members discussed providing two sets of turnout gear for the full time Fire Department employees at a cost of \$2,000 each. Manager Harrold stated the Fire Department requested replacement of 18 sets of gear in this budget which was recommended for funding. Deputy Fire Chief John Wilson discussed the necessity of the gear with the Board. Alderman Larry B. Harris stated 36 sets would be an adequate number of replacement for all full time firemen and said he

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 25, 2019

would propose an additional \$18,000 to go ahead and fund this. Deputy Fire Chief John Wilson confirmed that part time firemen were not at such a high risk of repeated exposure as is the full time firemen as they usually go off shift after a call. Alderman Harris requested this change be brought back to the Board at the next budget meeting. Assistant Town Manager Luebbe reminded the Board that fire inspection fees could go toward funding this without further appropriating fund balance.

Alderman Harris inquired regarding the status of a Purchasing Card Policy and Manager Harrold stated a draft version is ready to present to the Board at their pleasure. Alderman Harris reminded the public that this policy was recommended by the auditors and follows best practices surrounding town issued financial cards.

Alderman Harris also inquired regarding the status of the revised Personnel Policy and Manager Harrold stated the final draft version is under review with the attorneys and can be presented at the Board's pleasure. The personnel policy was last updated in 2008.

The Board agreed to hold a Special Call Meeting after the regularly scheduled Agenda Meeting on Thursday, May 9, 2019 at 5:30 p.m. at Town Hall.

The Board agreed to hold the next Budget Workshop/CIP and Purchasing Card Policy Meeting on Monday, May 20, 2019 at 5:00 p.m. at Town Hall.

The following citizens requested to address the Board of Aldermen.

Elaine Loutzenheiser of Black Mountain addressed the Board of Aldermen expressing her displeasure of the public input process during the budget meetings. Ms. Loutzenheiser stated she would like to ask the Board consider utilizing sidewalk funding toward paving. Mayor Don Collins stated an additional \$50,000 has been budgeted for street paving (total of \$150,000).

Theresa Fuller of Black Mountain addressed the Board of Aldermen asking consideration of multi-purpose designs for tennis courts and recreational facilities stating she would like to see tax dollars maximized for everyone and not a select group of individuals. She also requested consideration for funding to fix the over flow drain at Lake Tomahawk.

There was no further discussion.

There being no further business, Mayor Don Collins adjourned the meeting at 10:17 a.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor

Josh Harrold Town Manager

FY 2019-2020 BUDGET OVERVIEW

TOWN SERVICES

The Town of Black Mountain stays committed to the continuation of all of its existing services for the upcoming fiscal year to include recreation and parks, finance, administration, planning and zoning, building inspections, public services, residential garbage and recycling, police, and fire. All services are proposed to continue at current service delivery levels for the upcoming fiscal year; however, the Town will assume service and maintenance associated with 300 new water customers that are being transferred from the City of Asheville.

GRANTS

As always, we continue to look for grants during the year to supplement our programs and services for every department. In FY 2019-20 we will continue implementation of the NCDOT STP-DA funding for Phase II of the Riverwalk Greenway, PARTF Grant for improvements at Veterans Park including streambank restoration, playground, outdoor pavilion and overflow parking, and NCDWR funding to continue streambank restoration at the Town's golf course. We are also applying for a Duke Energy grant to implement stream bank restoration along the Swannanoa River.

FIRE INSPECTIONS

The Fire Department has requested to begin charging fees for inspection services. Fire inspections are required by state law for businesses, dormitories, assembly uses and rental properties. The Fire Department has put together a fee schedule outlining when fees are charged and the amount. Other jurisdictions were consulted in the formation of this schedule and are similar in fee amounts.

FUND BALANCE

The total fund balance for the Town of Black Mountain General Fund is **estimated** to be \$4,402,000 or 51% of projected General Fund expenditures at 06/30/19. This includes restricted fund balances, capital reserve fund and our unassigned fund balance. This estimate represents an increase in the total fund balance of \$200,000 from FY18 audited figures.

Based on our most recent audit for the period ending June 30, 2018, **unassigned** fund balance was \$2,812,979 or 30.5% of General Fund expenditures. This is a decrease from \$2,826,373 or 35% of General Fund Expenditures, due almost entirely to the fact that FY17-18 expenditures were considerably higher than previous years because of the purchase of the building at 304 Black Mountain Avenue. The Town has a fund balance policy requiring a percentage of 30%.

DEBT

The Town is currently budgeted to expend \$618,203 on debt service in FY19-20. This amount includes debt in the amount of \$151,415 related to the Police Department communications upgrade approved by the Board at the July 2018 Board meeting. At 6/30/19, the Town will have outstanding debt of \$4,099,047. As currently

budgeted, total Town debt will be \$3,588,795 at 6/30/20. The proposed budget reduces total debt by \$510,252 in FY19-20.

CAPITAL RESERVE FUNDS

It is estimated that the Capital Reserve Fund for the General Fund will have a balance of \$295,000 at June 30, 2019. These reserves are committed for building renovations and vehicle replacement at the Fire Department. (the FY19-20 budget includes an additional \$80,000 for vehicle replacement) The Water Capital Reserve Fund currently has a balance of \$200,000 which is designated for automated water meter replacement.

Capital Project Funds, which differ slightly from Capital Reserve Funds, have been set up for the Swannanoa Watershed Restoration, Riverwalk Greenway, Tomahawk Stream, Veterans Park, and Commerce Park Infrastructure because the Town anticipates expending funds on these projects in FY 19-20 and future years.

LEGISLATIVE CHANGES

The Local Government Retirement System (LGERS) is requiring a larger increase this year than past years. A LGERS internal policy, established in 2016, projected the amount of increase needed to sustain the retirement system; however, the policy underestimated the needed contributions from local governments. In the past, the required increase has been 0.25 % per year. The required increase will now be 1.20% per year.

GENERAL FUND HIGHLIGHTS

The FY 19-20 recommended General Fund budget is \$9,266,007, a 4.24% increase from the FY 18-19 budget.

PERSONNEL

One full time policer officer has been added in FY19-20 at a cost of \$61,250.

The Governing Board has elected to reinstate their compensation, which was last paid in June of 2017 at a cost of \$44,600.

One part time building inspector has been budgeted in the planning department at a cost of \$25,000.

A 2.5% COLA salary adjustment accounts for an increase of \$100,000.

OPERATING

Police – \$21,500 has been budgeted to replace nine of the eighteen tasers for the department. The remaining nine will be budgeted next fiscal year.

Fire - \$18,000 has been budgeted for turnout gear. The Town's goal is that every full time firefighter should have two sets of turnout gear.

Sanitation – Collection costs have increased by \$40,000 in FY19-20.

Recreation – Pool – Chemicals and assorted equipment replacement have increased expenses by \$14,000.

CAPITAL

Public Buildings - \$39,000 has been budgeted for IT needs, the continuation of the Downtown Streetscape project, and the second half of the new Town website.

Planning – The Planning Department capital budget includes matching funds for the Riverwalk Greenway (\$80,000), and the Tomahawk Stream restoration project (\$40,000). \$65,000 has also been budgeted for Riverwalk contingency and the Comprehensive Plan update.

Fire - \$75,000 has been budgeted for the purchase of a vehicle to replace Truck 4, and \$80,000 has been budgeted to be transferred into the Capital Reserve Fund for the replacement of Engine 41.

Police - \$51,000 has been budgeted for a vehicle.

Streets and Powell Bill – \$349,500 has been budgeted in full, including \$150,000 for paving, \$54,500 for a new vehicle, \$100,000 for the next section of the Highway 9 sidewalk, and \$45,000 for sidewalk repair and street striping.

Recreation - \$93,100 has been budgeted, which includes \$60,000 for tennis courts, \$15,000 for repairs to the Grey Eagle roof, and \$18,100 for improvements to Lake Tomahawk senior center.

GENERAL FUND REVENUES

Ad Val/DMV Taxes - Budgeted at \$4,199,000, a 5.77% increase from FY18-19. Ad Val and DMV taxes make up 45% of all General Fund revenues.

Sales tax – Budgeted \$72,000 higher than FY18-19 levels, based on State projections. Buncombe County continues to be one of the strongest economic drivers in the State.

Franchise Taxes – Budgeted \$8,500 lower than FY18-19 levels, based on State projections. As higher numbers move away from traditional telephone and television services, franchise taxes have declined in recent years.

Buildings Permits – Budgeted \$50,000 less than FY18-19 figures. FY19 will be the first year since 2011, that Building Permit revenue has not shown an increase from the previous year.

Fund Balance Appropriated – Currently budgeted at \$107,967. In the last five fiscal years, the Town has averaged appropriated fund balance of \$207,000 in the adopted budget. Fund balance appropriated typically is increased by approximately \$150,000 during the fiscal year.

WATER FUND HIGHLIGHTS

The FY19-20 Water Fund is recommended at \$1,689,122, a 1.76% decrease from FY 18-19.

PERSONNEL

A 2.5% COLA salary adjustment accounts for an increase of \$12,200

The part time positions in the Customer Service Division have been eliminated and replaced with a full time position. This was an increase of \$29,000 in the FY19-20 budget.

OPERATING

Total water operating expenses have increased by \$46,000 mainly related to the Town having to contract for services for the Water Quality Operator position.

CAPITAL

Capital is budgeted at \$322,000, a decrease of \$81,500 from the FY18-19 budget. Major budgeted items include, AMR (\$125,000), general waterline replacements (\$100,000) and a tractor (\$65,000).

WATER FUND REVENUES

The Town has budgeted a 4% rate adjustment for FY19-20. The Town will be formulating a detailed three year budget for the Water Fund which will better guide the Town on future funding needs as the Town takes over the 600 Asheville customers.

GOLF FUND HIGHLIGHTS

The FY19-20 Golf Fund is recommended at \$615,100, a 2.95% increase from FY18-19

PERSONNEL

No personnel changes are anticipated for the Golf Course in FY19-20.

OPERATIONS

The total operating cost of the golf course is \$3,000 higher than FY18-19 levels.

CAPITAL

There are no capital improvements budgeted for the golf course in FY 19-20.

GOLF FUND REVENUES

For the first time since 2014, there will be no rate increases at the Golf Course. This is in large part due to the condition of the course as the busy golf season arrives. The area has received significant rain recently and portions of the course are still showing the effects of the heavy rain.

FY19-20 Changes in Fees and Rates

Planning

Text amendment have increased from \$100 to \$200.

Rezoning applications have increased from \$300 to \$375.

Recreation

The Board approved changes to pool rates in FY18-19.

Deposits and rental contracts are now required to make reservations of Recreation facilities.

Water

Water rates have been increased by 4% from (in Town) \$6.25 to 6.50 per 1,000 gallons and (out of Town) \$10.18 to \$10.59 per 1,000 gallons.

Impact fees have been eliminated, which reduces all tap fees by \$700. The Town is currently under contract with McGill and Associates to perform a System Development Fee Analysis.

Proposed Fire Inspections Fee Schedule

Description	Charge/Fee		Current fee
Construction Permits	Black Mt.	Montreat	
Automatic Fire Extinguishing Systems	\$100.00	\$110.00	\$ 50.00
Compressed gas installation	\$100.00	\$110.00	\$ 50.00
Fire Alarm and Detection Systems and Related Equipment	\$100.00	\$110.00	\$ 50.00
Fire Pumps and Related Equipment	\$100.00	\$110.00	\$ 50.00
Flammable and Combustible Liquid Installations	\$100.00	\$110.00	\$ 50.00
Hazardous Materials	\$100.00	\$110.00	\$ 50.00
Industrial Ovens	\$100.00	\$110.00	\$ 50.00
LP Gas	\$100.00	\$110.00	\$ 50.00
Private Hydrant System	\$100.00	\$110.00	\$ 50.00
Spraying and Dipping operations	\$100.00	\$110.00	\$ 50.00
Standpipe Systems	\$100.00	\$110.00	\$ 50.00
Temporary membrane structures, tents, canopies and air supported Structures	\$ 50.00	\$ 55.00	\$ 50.00
Special events as defined in current ToBM Ordinances	\$100.00	\$110.00	\$ 50.00
Construction Plans Review			
ABC Inspections	\$100.00	\$110.00	\$ 0
Commercial Kitchen Hood Suppression Systems	\$100.00	\$110.00	\$ 0
Explosives and Fireworks	\$100.00	\$110.00	\$ 0
Petroleum tanks and appurtenances	\$100.00	\$110.00	\$ 0
Sprinkler systems and fire alarm systems as follows			
Minimum up to 1000 square feet	\$ 50.00	\$ 55.00	\$ 0
1001 – 5000 square feet	\$100.00	\$110.00	\$ 0
5001 – 10000 square feet	\$150.00	\$165.00	\$ 0
10001 – 25000 square feet	\$200.00	\$220.00	\$ 0
25001 – 50000 square feet	\$250.00	\$275.00	\$ 0
50001 – 100000 square feet	\$300.00	\$330.00	\$ 0
100001 – 200000 square feet	\$350.00	\$385.00	\$ 0
Over 200000 square feet	\$400.00	\$440.00	\$ 0

Annual Fire Inspections	Charge/Fee		Current fee
All occupancies except R-2 and rentals	Black Mt.	Montreat	
Minimum up to 1000 square feet	\$ 50.00	\$ 55.00	\$ 0
1001 – 5000 square feet	\$100.00	\$110.00	\$ 0
5001 – 10000 square feet	\$150.00	\$165.00	\$ 0
10001 – 25000 square feet	\$200.00	\$220.00	\$ 0
25001 – 50000 square feet	\$250.00	\$275.00	\$ 0
50001 – 100000 square feet	\$300.00	\$330.00	\$ 0
100001 – 200000 square feet	\$350.00	\$385.00	\$ 0
Over 200000 square feet	\$400.00	\$440.00	\$ 0

Proposed Fire Inspections Fee Schedule

Description	Charge/Fee		Current fee
Violations	Black Mt.	Montreat	
Illegal Burning	\$100.00	\$100.00	\$ 0
Work without permit	\$250.00	\$250.00	\$ 0
Fire Lane	\$100.00	\$100.00	\$ 5.00 (PD only)
Fire Hydrant	\$100.00	\$100.00	\$ 5.00 (PD Only)
General violation Re-inspection	\$ 50.00	\$ 50.00	\$ 0
Repeated False Fire Alarms (3 within a 72 hr window subject to review by the Fire Inspector)	\$150.00	\$150.00	\$ 0

Residential and Rental Inspections	Black Mt.	Montreat	
Carbon Monoxide Detector Inspections	\$ 25.00	\$ 28.00	\$ 0
Solid Fuel Inspections	\$ 25.00	\$ 28.00	\$ 0
Foster Care	\$ 25.00	\$ 28.00	\$ 0
Home Fire Safety	exempt		
R-2 occupancies as follows			
1-20 units	\$ 50.00	\$ 55.00	\$ 0
21-50 units	\$100.00	\$110.00	\$ 0
51-100 units	\$150.00	\$165.00	\$ 0
101-150 units	\$200.00	\$220.00	\$ 0
151-200 units	\$250.00	\$275.00	\$ 0
201-250 units	\$300.00	\$330.00	\$ 0
251-300 units	\$350.00	\$385.00	\$ 0
Over 300 units	\$400.00	\$440.00	\$ 0

DEPARTMENT REQUESTS AND MANAGER RECOMMENDATIONS
FISCAL YEAR 2019-2020

GENERAL FUND				
PERSONNEL		Dept Requested	Manager Recommended	Diff
(4) Officers	Police	245,000	61,250	183,750
(1) Part time building inspector	Planning	25,000	25,000	-
(1) Training Captain	Fire	76,000		76,000
(1) Public services tech	Streets	48,000		48,000
Gov Board	Gov Board	44,300	44,300	-
Pool PT hours	Recreation	15,000	10,000	5,000
2.5% COLA		100,000	100,000	-
TOTAL PERSONNEL		553,300	240,550	312,750
OPERATING				
LEO Supplies (18 Tasers)	Police	43,000	21,500	21,500
Uniforms (turnout gear, 18 sets)	Fire	36,000	18,000	18,000
TOTAL OPERATING		79,000	39,500	39,500
CAPITAL				
Repl of Town Van	Admin	30,000	-	30,000
Website	Public Buildir	14,000	14,000	-
Downtown Streetscapes	Public Buildir	20,000	10,000	10,000
IT needs	Public Buildir	15,000	15,000	-
Riverwalk Greenway - Town match	Planning	80,000	80,000	-
Tomahawk Stream stabilization - Town mat	Planning	50,000	40,000	10,000
Swannanoa River Improv at Vet Park	Planning	50,000	-	50,000
Riverwalk Contingency	Planning	60,000	20,000	40,000
Vehicle replacement	Planning	30,000	-	30,000
Comprehensive plan update	Planning	45,000	45,000	-
3 patrol vehicle replacement	Police	153,000	51,000	102,000
Living quarters	Fire	100,000	-	100,000
Truck 4	Fire	75,000	75,000	-
Brush truck	Fire	125,000	-	125,000
Engine 41 -Capital Reserve	Fire	80,000	80,000	-
New Vehicle for Chief	Fire	50,000	-	50,000
Dump Truck	Streets	90,000	-	90,000
Paving	Streets	300,000	150,000	150,000
Ram 250 Crew Cab with plow	Streets	54,500	54,500	-
Street Striping	Streets	25,000	25,000	-
Hwy 9 Sidewalk	Powell Bill	100,000	100,000	-
General sidewalk repair	Powell Bill	20,000	20,000	-
Carver Center	Recreation	30,000	-	30,000
Tennis courts	Recreation	60,000	60,000	-
Lake Tomahawk	Recreation	18,100	18,100	-
Vehicles	Recreation	30,000		30,000
Grey Eagle Roof	Recreation	15,000	15,000	-
TOTAL CAPITAL		1,719,600	872,600	847,000
TOTAL PERSONNEL OPERATING AND CAPITAL		2,351,900	1,152,650	1,199,250