TOWN OF BLACK MOUNTAIN

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

Date: December 9, 2019 Time: 6:00 p.m. Regular Session Agenda

*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.*

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 – *Scottie Harris, Black Mountain*
- Announcements – *Mayor Don Collins*

2. PROCLAMATIONS, AWARDS & RECOGNITION - NONE

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. Comprehensive Annual Financial Report – *Mauldin & Jenkins*

B. Financial Report – *Dean Luebbe, Assistant Town Manager/Finance Director*

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 October10, 2019 (Agenda Session), and October 14, 2019 (Regular Session).*

B. Adoption of Annual Schedule of Meetings

Motion: *To adopt the 2020 Board of Aldermen schedule of meetings as presented [or as amended].*

C. Call for Public Hearing for Text Amendments for Traffic Impact Analysis Ordinance ***#O-20-01***

Motion: *To call for the public hearing for text amendments to Traffic Impact Analysis **#O-20-01** to be held on Monday, January 13, 2020 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

D. Call for Public Hearing to Close a Portion of Unopened, Platted Right-of-Way Parallel to Ruby Avenue ***#R-19-21***

Motion: *To call for the public hearing to close an unopened, platted portion of right-of-way parallel to Ruby Avenue to be held on Monday, February 10, 2020 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

E. Budget Amendment for Herron St. Property Purchase ***#FY20-09***

Motion: *To approve Budget Amendment #FY20-9 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by $48,561 and the revenues accounts, 1000-3920-900 (Proceeds-Installment Financing) by $43,270 and 1000-3905-900 (Fund Balance Appropriated by $5,291.*

F. Budget Amendment for Repairs at Lake Tomahawk (Wildlands Engineering) ***#FY20-10***

Motion: *To approve Budget Amendment #FY20-10 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by $72,400 and the revenues account, 1000-3905-900 (Fund Balance Appropriated by $72,400.*

G. Budget Amendment for Police Vehicles ***#FY20-11***

Motion: *To approve Budget Amendment #FY20-11 as submitted increasing the expense accounts, 1010-5100-730 (Capital Outlay) by $10,000 and 1010-5100-190 (ABC Expenditures) by $10,000 the revenues accounts, 1010-3335-300 (ABC-Police revenues) by $10,000 and 1000-3905-900 (Fund Balance Appropriated by $10,000.*

Consent Motion: ***To approve consent items A-G 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. Sale of Town owned property located at 2992 U.S. Hwy 70, Black Mountain NC (Former Public Works Building) Buncombe County Pin # 0609-32-7975-00000

8. NEW BUSINESS

A. Vickers Consulting Services, Inc. Flat Rate AFG Regional Operations Application – Fire Department Grant for Air Packs

> **Motion:** *to authorize the Town Manager to execute the contract with Vickers Consulting Services, Inc. in the amount of $500.00 for AFG Regional Applications – Fire Department Air Pack Replacement as presented.*

B. RFP 19th Hole, Black Mountain Golf Course

> **Motion:** *to direct Town Attorney Ron Sneed to prepare a lease agreement for the 19th Hole Snack Shop at the Black Mountain Golf Course for one year beginning February 2020 and ending March 2020 at a monthly rate of $____________ with ____________________, and to direct Town Manager Josh Harrold to execute said lease.*

C. Resolution of Support for Swannanoa River Restoration Grant ***#R-19-22***

> **Motion:** *to approve Resolution #R-19-22 in support of Swannanoa River Restoration Grant matching funds as presented.*

9. PUBLIC HEARING - NONE

*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.*

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

Josh Harrold, ***Town Manager***

Fund 6300 - Watershed Restoration CPF

Expenditure		Budget		Actual
Prof Serv		63,775		68,241
Capital		75,000		68,567
Total		138,775		136,808

Revenue

Pigeon River Fund		30,000		30,000
NC DEQ Grant		73,775		72,595
Transfer from General Fund		35,000		35,000
Total		138,775		137,595

Fund Balance at 5/31/19 787

Reimbursed at 60% thru Land of Sky

Projects include work at the library, golf course parking lot, and portions of the actual golf course. The project on Church St was cancelled.

Project completed in September, 2019.

Fund 6400 - Riverwalk Greenway CPF

Expenditure		Budget		Actual
Prof Serv		950,000		296,049
Capital		1,208,750		-
Total		2,158,750		296,049

Revenue				
NCDOT -STP grant		1,727,000		206,015
Transfer from General Fund		298,750		270,000
Contribution from Buncombe County		133,000		266,500
Total		2,158,750		742,515

Fund Balance at 10/31/19 446,466

Reimbursed at 80% thru NCDOT.

Total budget will ultimately be in the $5,000,000 range.

$400,000 of the Town match has been pledged from Buncombe County.
($266,500 received as of October 31. 2019.)

Fund 6500 - Tomahawk Stream Stabilization CPF

Expenditure		Budget		Actual
Prof Serv		51,272		21,272
Capital		188,878		70,878
Total		240,150		92,150

Revenue

NC Div of Environmental Quality		120,075		46,075
Transfer from General Fund		120,075		120,075
Total		240,150		166,150

Fund Balance at 10/31/19 74,000

Reimbursed at 50% thru NC DEQ

This project will start up again prior to 1/1/2020.

Town has already met our 50% contribution on the next $148,000 of expenditures

Projects involve improvements to Tomahawk Stream at the golf course.

Fund 6600 - Veterans Park Improvements CPF

Expenditure		Budget		Actual
Prof Serv		5,000		2,087
Capital		85,000		85,000
Total		90,000		87,087

Revenue

PARTF Grant		-		-
Transfer from General Fund		90,000		90,000
Total		90,000		90,000

Fund Balance at 5/31/19 2,913

On 9/12/18 the Town was awarded a PARTF grant of $211,024. We are required to match $211,024. The land the Town purchased in May of 2017, will count toward our match, and will be valued in the $150,000 range. The Kiwanis Club has also pledged $40,000 toward this meaning the Town may need to contribute an additional $20,000 to complete the project.

The Town is expecting to start this project shortly.

The grant currently has an expiration date of 10/31/2021.

Projects include a full time restroom, a playground, and a pavillion.

Fund 6700 - Commerce Park Infrastructure CPF

Expenditure		Budget		Actual
Prof Serv		110,000		77,202
Capital		1,545,160		1,374,787
Total		1,655,160		1,451,989

Revenue				
Golden Leaf Grant		775,000		408,455
EDA Grant		827,580		467,393
Commerce Park Grant		52,580		12,990
Total		1,655,160		888,838

Fund Balance at 10/31/19 (563,151)

Requested reimb from Golden Leaf for $366,544.68 on 11/1/19.

Requested reimb from EDA for $223,891.82 on 11/1/19.

Project expected to be completed by 1/31/2020.

TOWN OF BLACK MOUNTAIN - FINANCE UPDATE
OCTOBER 31, 2019

REVENUES AT A GLANCE....	**CURRENT BUDGET**	**ACTUAL 10/31/2019**	**% OF BUDGET**	**PRIOR YEAR BUDGET**	**ACTUAL 10/31/2018**	**% OF BUDGET**
GENERAL FUND						
Current Year Ad Val and DMV	4,186,000	729,516	17%	3,960,000	702,863	18%
Sales Tax	1,726,000	160,159	9%	1,651,000	128,301	8%
Franchise Taxes	700,000	-	0%	705,000	-	0%
Building Permits	245,000	97,969	40%	295,000	65,008	22%
Other General Fund Revenues	2,432,290	691,991	28%	2,226,366	687,036	31%
Transfers	-	-	0%	-	-	0%
Fund Balance Appropriated	146,567	-	0%	94,588	-	0%
Total General Fund Revenues	**9,435,857**	**1,679,635**	**18%**	**8,931,954**	**1,583,208**	**18%**
WATER FUND						
Water Sales	1,160,000	416,024	36%	1,115,000	377,258	34%
Other Water Fund Revenues	396,000	142,340	36%	362,000	119,045	33%
Transfers	-	-	0%	-	-	0%
Fund Balance Appropriated	133,122	-	0%	269,729	-	0%
Total Water Fund Revenues	**1,689,122**	**558,364**	**33%**	**1,746,729**	**496,303**	**28%**
GOLF FUND						
Green Fees	240,000	113,948	47%	226,700	91,443	40%
Cart Fees	240,100	105,308	44%	228,300	90,586	40%
Other Golf Fund Revenues	135,000	20,883	15%	142,500	23,195	16%
Total Golf Fund Revenues	**615,100**	**240,139**	**39%**	**597,500**	**205,224**	**34%**

TOWN OF BLACK MOUNTAIN - FINANCE UPDATE
OCTOBER 31, 2019

EXPENDITURES AT A GLANCE…..	CURRENT BUDGET	ACTUAL 10/31/2019	% OF BUDGET	PRIOR YEAR BUDGET	ACTUAL 10/31/2018	% OF BUDGET
GENERAL FUND (by Dept and Fund)						
Governing Board	162,100	73,357	45%	122,200	64,033	52%
Administration	698,506	215,471	31%	739,914	225,430	30%
Public Buildings	746,051	457,105	61%	706,600	428,282	61%
Police	2,261,159	799,635	35%	2,058,300	669,354	33%
Fire	1,902,303	480,196	25%	1,930,100	546,908	28%
Planning & Development	627,610	155,179	25%	562,500	118,022	21%
Public Services	2,275,228	562,145	25%	2,066,200	468,827	23%
Recreation Services	762,900	246,538	32%	746,140	246,922	33%
Total General Fund	**$9,435,857**	**$2,989,626**	32%	**$8,931,954**	**$2,767,778**	31%
WATER FUND						
Water Fund Expenditures	1,689,122	386,881	23%	1,746,729	375,599	22%
GOLF FUND						
Golf Fund Expenditures	615,100	204,799	33%	597,500	181,772	30%
Total Expenditures - All Funds	**$11,124,979**	**$3,376,507**	30%	**$10,678,683**	**$3,143,377**	29%

TOWN OF BLACK MOUNTAIN - FINANCE UPDATE
OCTOBER 31, 2019

GENERAL FUND (by expense category or account)	CURRENT BUDGET	ACTUAL 10/31/2019	% OF BUDGET	PRIOR YEAR BUDGET	ACTUAL 10/31/2018	% OF BUDGET
Personnel	5,229,766	1,553,484	30%	5,026,740	1,500,232	30%
Operating						
Professional Services	196,975	72,164	37%	97,114	19,103	20%
Insurance	211,200	180,274	85%	220,700	187,835	85%
Utilities	216,100	74,688	35%	211,300	60,610	29%
Maint and Repair	307,800	110,075	36%	326,400	142,752	44%
Sanitation and Landfill	792,400	193,577	24%	752,000	189,609	25%
Other Operating Expenses	1,131,750	309,213	27%	1,048,200	253,190	24%
Capital	767,075	148,791	19%	804,500	253,633	32%
Debt	382,791	308,360	81%	237,000	160,814	68%
Transfers	200,000	39,000	20%	208,000	-	0%
Total General Fund	**9,435,857**	**2,989,626**	**32%**	**8,931,954**	**2,767,778**	**31%**
WATER FUND (by expense category or account)						
Personnel	475,020	122,976	26%	465,000	146,362	31%
Operating						
Purchase of Asheville Water	160,000	50,769	32%	160,000	37,001	23%
Utilities	88,000	30,048	34%	85,000	29,750	35%
Other Operating Expenses	294,579	94,368	32%	308,135	101,762	33%
Capital	322,000	56,947	18%	403,500	56,362	14%
Debt	222,433	-	0%	198,004	-	0%
Transfers	127,090	31,772	25%	127,090	31,772	25%
Total Water Fund	**1,689,122**	**386,880**	**23%**	**1,746,729**	**403,009**	**23%**
GOLF FUND (by expense category or account)						
Personnel	337,200	110,281	33%	322,600	97,152	30%
Operating						
Pro Shop Merchandise	20,000	7,074	35%	20,000	6,762	34%
Utilities	31,400	11,439	36%	29,900	10,795	36%
Other Operating Expenses	196,500	68,505	35%	195,000	59,564	31%
Transfers	30,000	7,500	25%	30,000	7,500	25%
Total Golf Fund	**615,100**	**204,799**	**33%**	**597,500**	**181,773**	**30%**

TOWN OF BLACK MOUNTAIN - FINANCE UPDATE
OCTOBER 31, 2019

FUND BALANCE AND DEBT SUMMARY

Fund Balance

	10/31/2019	10/31/2018
General	2,464,971	2,501,421
General Capital Reserve	395,000	175,000
Water	1,296,985	1,449,658
Water Capital Reserve	325,000	200,000
Golf	41,895	21,063
Watershed Restoration	787	19,311
Riverwalk Greenway	446,466	160,426
Tomahawk Stream	74,000	35,000
Veterans Park	2,913	2,913
Commerce Park	(493,730)	-
MSD Agency	104,384	113,092
Total - All Funds	**4,658,671**	**4,677,884**

Debt

	Balance at 6/30/2019	Scheduled FY20 Payments (Princ and Int)	Balance at 6/30/2020	Scheduled FY21 Payments (Princ and Int)	Balance at 6/30/2021	Scheduled FY22 Payments (Princ and Int)	Balance at 6/30/2022
General Fund							
Town Square	1,008,000	156,946	882,000	153,077	756,000	149,208	630,000
304 Black Mtn Ave	700,000	74,430	650,000	72,685	600,000	70,940	550,000
Police Communications	434,150	150,977	283,173	150,977	144,628	150,977	-
Total - General Fund	**2,142,150**	**382,353**	**1,815,173**	**376,739**	**1,500,628**	**371,125**	**1,180,000**
Water Fund							
Tomahawk Stormwater	103,698	9,427	94,271	9,427	84,844	9,427	75,417
Sewer Ext	584,607	61,695	535,890	60,614	487,172	59,532	438,455
Water Improvements	568,592	89,857	493,461	89,857	416,384	89,857	337,310
304 Black Mtn Ave	700,000	74,430	650,000	72,685	600,000	70,940	550,000
Total - Water Fund	**1,956,897**	**235,409**	**1,773,622**	**232,583**	**1,588,400**	**229,756**	**1,401,182**
Total - ToBM Govt	**4,099,047**	**617,762**	**3,588,795**	**609,322**	**3,089,028**	**600,881**	**2,581,182**

NOTES ON QUARTERLY FINANCIAL STATEMENTS
FOR QUARTER ENDING OCTOBER 31, 2019

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75% of Ad Val revenues are received in November, December, and January.

Sales Tax and Franchise Tax payments from the State are delayed three months.

Building permit revenue is considerably higher than FY19 due to development at Givens Estates.

Overall water revenues are higher than FY19 due to 4% increase in water rates and rate changes related to system development fees.

In the past five fiscal years, one half of total green and cart fee revenue has been recorded in the first four months of the fiscal year. If this trend continues, green and cart fees will have their highest FY revenue since FY12.

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Public Buildings pays approximately $250,000 in insurance payments early in the FY, which overstates their percentages early in the fiscal year.

Water expenditures are only 23% of total budget, mainly because of capital purchases being delayed and all debt payments ($222,433) being due after 10/31/19.

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Personnel related expenditures should be recorded fairly even throughout the fiscal year. Personnel in the water fund (26%) are lower than budgeted amounts due to vacancies.

Capital and debt payments can be made throughout the FY, depending on the timing of capital purchases and debt schedules. At fiscal year-end, both will be very close to budgeted amounts.

Golf expenditures are $23,000 higher than FY19, due to earlier than normal aerification and higher personnel expenses. The course has been in great shape since July 1st and record revenues have been record in the first four months of the fiscal year. The combination of the overall wonderful weather and high numbers of rounds has required more labor hours.

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Overall fund balance appears unchanged, but $500,000 plus is due from grants related to the Commerce Park Infrastructure Capital Project Fund.

TOWN OF BLACK MOUNTAIN
2020
BOARD OF ALDERMEN MONTHLY MEETING SCHEDULE

AGENDA WORK SESSION Thursday preceding 2nd Monday- 5:00 p.m.	REGULAR MEETING 2nd Monday – 6:00 p.m.
JANUARY 9	JANUARY 13
FEBRUARY 6	FEBRUARY 10
MARCH 5	MARCH 9
APRIL 9	APRIL 13
MAY 7	MAY 11
JUNE 4	JUNE 8
JULY 9	JULY 13
AUGUST 6	AUGUST 10
SEPTEMBER 10	SEPTEMBER 14
OCTOBER 8	OCTOBER 12
NOVEMBER 5	NOVEMBER 9
DECEMBER 10	DECEMBER 14

Other meetings called as necessary.

The Board of Aldermen Agenda Work Session meeting will be held at 5:00 p.m. on the Thursday preceding the second Monday of each month at Town Hall unless otherwise noted. The Regular Session meeting is at 6:00 p.m. on the 2nd Monday of each month at Town Hall.

Angela L. Reece
Angela L. Reece
Town Clerk/Assistant to Manager

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Angela Reece, Town Clerk at 419-9300 or by email at townclerk@townofblackmountain.org

Posted: 12/13/19 **Published in the Black Mountain News 12/19/19 & 12/26/19**

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Call for a Public Hearing for Text Amendments for Traffic Impact Analysis ***#O-20-01***

AGENDA INFORMATION

Agenda Location:	**CONSENT**
Item Number:	**5C**
Department:	Planning
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Planning Board has recommended a Traffic Impact Analysis text amendment. It would require any development creating 798 or more trips per day on a Town road improve a traffic impact analysis to the Town. It will be reviewed by the town a staff reported provided to the Board of Alderman who will vote on what, if any improvements, recommended in the study are required. These requirements are made at the expense of the developer and any improvements required would be owned by the Town.

MOTION FOR CONSIDERATION: To call for the public hearing for text amendments to Traffic Impact Analysis ***#O-20-01*** to be held on Monday, January 13, 2020 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

ATTACHMENTSD: Draft ordinance ***#O-20-01*** and consistency statement

MANAGER'S COMMENTS AND RECOMMENDATIONS:

ORDINANCE #0-20-01

AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3.5; CHAPTER 6, SECTION 6.3; AND CHAPTER 7, SECTION 7.2 TO ADD LANGUAGE FOR TRAFFIC IMPACT ANALYSIS

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Board of Aldermen to review the txt of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendment is required in order to carry out vision statement nine: community planning and vision statement twelve: public utilities and road infrastructure of the 2014 Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED that Chapter 3, Section 3.5; Chapter 6, Section 6.3; and Chapter 7, Section 7.2, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 3
Section 3.5

3.5.8 – Traffic impact analysis.

A. **Purpose.**

The purpose of this section is to ensure that applicants for new development and redevelopment consider and mitigate the impact of the development on the existing and/or proposed roadway system. While the town acknowledges responsibility to build and maintain a public transportation system, the project applicants may need to assist in improving transportation facilities in order to maintain the existing level of service by accommodating additional traffic generated by the development. These transportation facilities involve pedestrian, non-motorized vehicular traffic and motorized vehicular traffic.

B. **Applicability.**

Traffic impact analysis is required. All proposals for new construction, additions and/or expansions to existing structures, and/or changes of use located on town roads, which will result in trips equal or greater to 798 daily trips, using the trip generation rates from the most recent edition of the Trip General Manual published by the Institute of Transportation Engineers.

C. **Improvements required.**

The Planning Director or his/her designee will review submitted traffic impact analysis, and will finalize the improvements required. In those cases where the Town of Black Mountain requires certain improvements to be constructed in order to accommodate additional traffic generated by the proposed developments, the improvements shall be approved by the Board of Aldermen and shall be funded and/or constructed by the project developer in accordance with the standards and direction provided by the Town of Black Mountain. The improvements shall be in place or under construction prior to issuance of any certificate of occupancy or certificate of completion required for any phase or portion of the project.

Chapter 6
Section 6.3

Section 6.3.1

(5) Traffic Impact Analysis.

A. Purpose.

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Chapter 7

Section 7.2

Section 7.2.4 – Traffic impact analysis.

A. **Purpose.**

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READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 13th day of January, 2020.

____

Don Collins, Mayor

ATTEST:

____

Angela L. Reece, Town Clerk

#O-20-01

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN STATEMENT OF CONSISTENCY FOR: TEXT AMENDMENT TO CHAPTER 3, SECTION 3.5; CHAPTER 6, SECTION 6.3; AND CHAPTER 7, SECTION 7.2 TO ADD LANGUAGE FOR TRAFFIC IMPACT ANALYSIS

BE IT ORDAINED BY THE BOAR DOF ALDERMEN OF THE TOWN OF BLACKMOUNTAIN, that they adopt the following Statement of Consistency:

WHEREAS, the Town of Black Mountain has the authority, pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the proposed text amendment has been reviewed by the Planning Board and recommends its enactment to the Board of Aldermen; and

WHEREAS, the Board of Aldermen find that the land use code text amendment is reasonable and in the public interest because of the following findings:

- Provides appropriate infrastructure for certain levels of development in the town
- Promotes orderly growth and vehicle and pedestrian safety

WHEREAS, the Board of Aldermen find that this land use code text amendment is consistent with the Town of Black Mountain Comprehensive Plan 2014 Update in the following ways:

- Vision Statement 9: Community Planning – ensuring that development and traffic are handled for the good of the community as a whole
- Vision Statement 12: Public Utilities and Infrastructure – ensuring that any improvements are done to certain specifications and standards

WHEREAS, after notice duly given, a public hearing was held on January 13, 2020 as part of the regularly scheduled Board of Aldermen meeting at 6:00 p.m. in the Board Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, THE BOARD OF ALDERMEN APPROVE THIS STATEMENT OF CONSISTENCY, by a vote of _____ to _____ on this the 13th day of January, 2020.

____

Don Collins, Mayor

ATTEST:

____

Angela L. Reece, Town Clerk / Assistant to Manager

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Call for Public Hearing to Close Portion of Unopened, Platted Right-of-Way Parallel to Ruby Avenue

AGENDA INFORMATION

Agenda Location:	**CONSENT AGENDA**
Item Number:	**5D**
Department:	Planning
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Richard "Kenny" Capps and Ora Lee Kerlee have filed a petition to close a portion of a right-of-way between Ruby Avenue and Old State 10 Road. The properties that abut the right-of-way are 212 Ruby Avenue and 213 Old State 10 Road. The requested closure is approximately 75 feet in the length and 14 feet wide. The right-of-way is not identified in any adopted plans nor is part of a proposed greenway or roadway system. The right-of-way is not part of a stormwater system nor is it in any drainage area. The Planning Board recommended the closure with a vote of 5-0 at the November 18, 2019 meeting.

The Town has the authority to close dedicated but unopened streets within its jurisdiction on its own motion.

MOTION FOR CONSIDERATION: To call for the public hearing to close an unopened, platted portion of right-of-way parallel to Ruby Avenue to be held on Monday, February 10, 2020 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: Resolution of Intent ***#R-19-21***, Map

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.

TOWN OF BLACK MOUNTAIN
160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
December 9, 2019
Agenda Item 5D

RESOLUTION OF INTENT # *R-19-21*

RESOLUTION DECLARING THE INTENT OF THE BOARD OF ALDERMEN OF THE TOWN OF BLACK MOUNTAIN TO CONSIDER THE CLOSING OF AN UNOPENED, PLATTED PORTION OF RIGHT-OF-WAY PARALLEL TO RUBY AVENUE AND TO HOLD A PUBLIC HEARING ON THIS ISSUE FEBRUARY 10, 2020

WHEREAS, G.S. 160A-299 authorizes the Board of Aldermen of the Town of Black Mountain to permanently close public streets or alleys; and

WHEREAS, The Town of Black Mountain has received a request from the Planning Board to close that unopened, platted portion of right-of-way parallel to Ruby Avenue; and

WHEREAS, the Planning Board for the Town of Black Mountain, after reviewing petitioners' request, did recommend that the unopened, platted portion of right-way parallel to Ruby Avenue be closed; and

WHEREAS, the Board of Aldermen of the Town of Black Mountain must set a public hearing to consider any comments concerning the above referenced request before taking any action; and

WHEREAS, in accordance therewith, the Board of Aldermen of the Town of Black Mountain desires to take the following actions:

DESCRIPTION:

LYING AND BEING in the Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina:

BEGINNING at the northwest corner of Lot 7, Block S, as shown on that Plat of C.P. Kerlee's Addition to Black Mountain recorded in Plat Book 154 at Page 173, Buncombe County Registry; thence from said Beginning North 15° 50' East 14 feet to the southwest corner of Lot 2, Block S, as shown on said plat; thence with the southern boundary of Lot 2 South 74° 20' East 73 feet to the southeast corner of said Lot 2; thence South 15° 50' West 14 feet to the northeast corner of Lot 7, Block S, as shown on the aforesaid plat; thence with the northern boundary of said Lot 7 North 74° 20' West 73 feet to the BEGINNING.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain:

Section 1. Pursuant to G.S. 160A-299, the Board of Aldermen declares its intent to close the unopened, platted portion of right-of-way parallel to Ruby Avenue.

TOWN OF BLACK MOUNTAIN
160 Midland Avenue
Black Mountain, NC 28711

Section 2. A public hearing on the question of closing said street is hereby called at Town Hall, 160 Midland Avenue, Black Mountain, N.C. 28711 on Monday, February 10, 2020 at 6:00 p.m.

Section 3. Following the public hearing called hereby, the Board of Aldermen shall consider the passage of an order closing the street identified above.

Section 4. The Town of Black Mountain Town Clerk is hereby directed to publish this Resolution once a week for four successive weeks in the Black Mountain News, or other newspaper of general circulation in the area.

Section 5. The Town of Black Mountain Zoning Administrator is hereby directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution.

Section 6. The Town of Black Mountain Zoning Administrator is further directed to cause adequate notices of the proposed closing and of the public hearing to be posted as required by G.S. 160A-299.

I move the adoption of the foregoing resolution:

____
Alderman

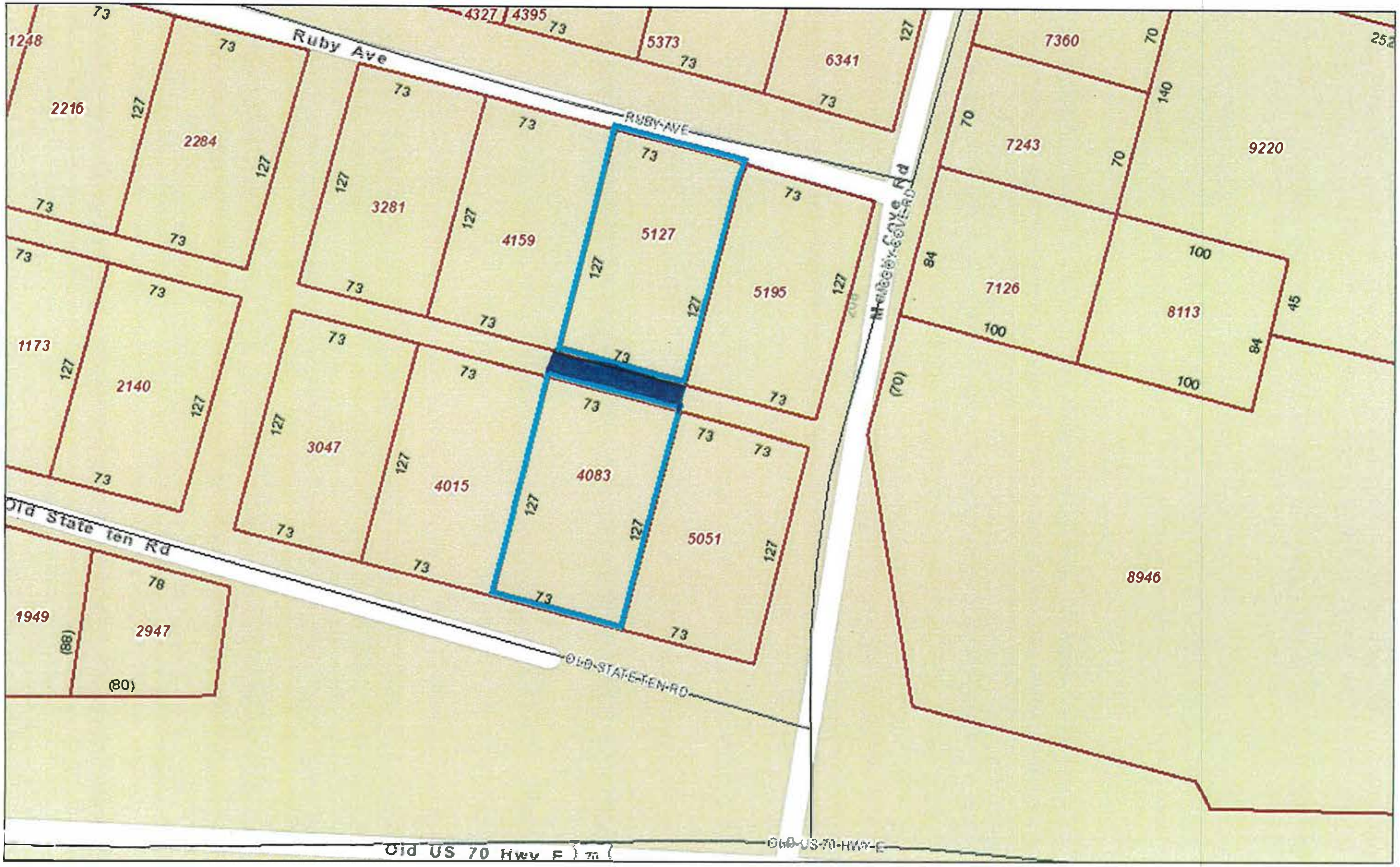
READ, APPROVED AND ADOPTED, by a vote of **____** to **____** this the 9^{th} day of December, 2019.

ATTEST:

____
Don Collins, Mayor

____
Angela Reece, Assistant to Manager/Town Clerk

Buncombe County



October 29, 2019

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Budget Amendment #FY20-9 for Herron St. Property Purchase

AGENDA INFORMATION

Agenda Location:	**Consent Agenda**
Item Number:	**5E**
Department:	Finance
Contact:	Dean Luebbe, Assistant Town Manager/Finance Director
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: At the October 2019 Board meeting, the Board approval the purchase of parcel number 0609-81-3778-00000 On Herron Street. The contract was completed on November 13, 2019. The total cost of the property was $48,561. This amount includes closing costs of $291.00, but does not include interest payable of $1,730.00. The terms of the contract require two debt payments to be made from the Town in FY21 and FY22.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY20-9 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by $48,561 and the revenues accounts, 1000-3920-900 (Proceeds-Installment Financing) by $43,270 and 1000-3905-900 (Fund Balance Appropriated by $5,291.

FUNDING SOURCE: Installment Financing and Fund Balance.

ATTACHMENTS: Budget Amendment #FY20-9, promissory note and settlement statement.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2020-09
Fiscal Year 2019-2020

Dept.	Account #	Account Name	Debit	Credit	Comments
	1000-5000-730	Capital Outlay	48,561		Herron St
	1000-3920-900	Proceeds - Installment Financing		43,270	property purchase.
	1000-3905-900	Fund Balance Approp		5,291	

Totals:	48,561	48,561	

BD # ____________________ Entered By: ____________________

Journal # ____________________

Fiscal Yr ____________________ Approved By: ____________________

Date ____________________ Date ____________________

$ 43,270.00

Black Mountain, N.C.
November 14, 2019

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to **DEWEY MORRIS** or order, the principal sum of **Forty-Three Thousand, Two Hundred Seventy and No/100** DOLLARS (**$43,270.00**), with interest from **November 14, 2019**, at the rate of **Two and 654/1000ths** per cent (**2.654%**) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of **Dewey Morris** or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

Due and payable in Two (2) equal consecutive annual installments of Twenty-Two Thousand, Five Hundred and No/100 Dollars ($22,500.00) each, with first said monthly installment being due and payable on November 14, 2020, and a like and final installment due and payable on the 14th day of November, 2021.

If not sooner paid, the entire remaining indebtedness shall be due and payable on November 14, 2021..

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of **Two and 654/1000ths** per cent (**2.654%**) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given **for purchase money**, and is secured by a **deed of trust** which is a **first** lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its Vice Mayor, all by order of its Board of Aldermen first duly given, the day and year first abov

THE TOWN OF LBACK MOUNTAIN
(Corporate Name)

By: Margaret H Tuttle
Margaret H Tuttle, Vice Mayor

COPY

OMB NO. 2502-0265

A.	B. TYPE OF LOAN:	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1.☐FHA 2.☐FmHA 3.☐CONV. UNINS. 4.☐VA 5.☐CONV. INS.	
SETTLEMENT STATEMENT	6. FILE NUMBER: 19-414.T	7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:	

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Town of Black Mountain 160 Midland Avenue Black Mountain, NC 28711	Dewey Morris 1005 30th Street SW Hickory, NC 28602	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 56-1761029	I. SETTLEMENT DATE:
23 Herron Street Black Mountain, NC 28711 Buncombe County, North Carolina	Ronald E. Sneed, P.A. PLACE OF SETTLEMENT 104 Church Street Black Mountain, NC 28711	November 14, 2019

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	48,270.00	401. Contract Sales Price	48,270.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	240.50	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 11/15/19 to 01/01/20	50.03	407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	48,560.53	*420. GROSS AMOUNT DUE TO SELLER*	48,270.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	400.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	612.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Due Diligence	100.00	504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208. Purchase Money Note	43,270.00	508. Purchase Money Note	43,270.00
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/19 to 11/15/19	338.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	43,770.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	44,220.51
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	48,560.53	601. Gross Amount Due To Seller (Line 420)	48,270.00
302. Less Amount Paid By/For Borrower (Line 220)	(43,770.00)	602. Less Reductions Due Seller (Line 520)	(44,220.51)
303. CASH (X FROM) (TO) BORROWER	4,790.53	*603. CASH (X TO) (FROM) SELLER*	4,049.49

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Town of Black Mountain

BY: Maggie Tuttle
Mayor or Town Manager

Seller ______________________
Dewey Morris

OMB NO. 2502-0265

A.	B. TYPE OF LOAN:
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.
SETTLEMENT STATEMENT	6. FILE NUMBER: 19-414.T — 7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:

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Town of Black Mountain 160 Midland Avenue Black Mountain, NC 28711	Dewey Morris 1005 30th Street SW Hickory, NC 28602	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 56-1761029	I. SETTLEMENT DATE:
23 Herron Street Black Mountain, NC 28711 Buncombe County, North Carolina	Ronald E. Sneed, P.A. PLACE OF SETTLEMENT 104 Church Street Black Mountain, NC 28711	November 14, 2019

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Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 11/15/19 to 01/01/20	50.03	407. County Taxes to	
108. Assessments to		408. Assessments to	
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120. GROSS AMOUNT DUE FROM BORROWER	48,560.53	*420. GROSS AMOUNT DUE TO SELLER*	48,270.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	400.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	612.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Due Diligence	100.00	504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
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Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/19 to 11/15/19	338.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	43,770.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	44,220.51
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	48,560.53	601. Gross Amount Due To Seller (Line 420)	48,270.00
302. Less Amount Paid By/For Borrower (Line 220)	(43,770.00)	602. Less Reductions Due Seller (Line 520)	(44,220.51)
303. CASH (X FROM) (TO) BORROWER	4,790.53	*603. CASH (X TO) (FROM) SELLER*	4,049.49

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Town of Black Mountain

BY:________________________

Mayor or Town Manager

Seller Dewey Morris

Dewey Morris

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ %		
Division of Commission (line 700) as Follows:		
701. $ to		
702. $ to		
703. Commission Paid at Settlement		
704. to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee % to		
802. Loan Discount % to		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mortgage Ins. App. Fee to		
807. Assumption Fee to		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From to @ $ /day (days %)		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium for 1.0 years to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance @ $ per		
1002. Mortgage Insurance @ $ per		
1003. City/Town Taxes @ $ per		
1004. County Taxes @ $ per		
1005. Assessments @ $ per		
1006. @ $ per		
1007. @ $ per		
1008. @ $ per		
1100. TITLE CHARGES		
1101. Settlement or Closing Fee to		
1102. Abstract or Title Search to		
1103. Title Examination to		
1104. Title Insurance Binder to		
1105. Document Preparation to		425.00
1106. Notary Fees to		
1107. Attorney's Fees to		
(includes above item numbers:)		
1108. Title Insurance to First Choice Title of North Carolina	140.50	
(includes above item numbers:)		
1109. Lender's Coverage $		
1110. Owner's Coverage $		
1111. Copies/Long distance charges Ronald E. Sneed, P.A.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees: Deed $ 31.00; Mortgage $ 69.00; Releases $	100.00	
1202. City/County Tax/Stamps: Deed ; Mortgage		
1203. State Tax/Stamps: Revenue Stamps 97.00; Mortgage		97.00
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest Inspection to		
1303. Courier Fees to Ronald E. Sneed, P.A.		90.00
1304.		
1305.		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)	240.50	612.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Ronald E. Sneed, Settlement Agent

Certified to be a true copy.

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Budget Amendment #FY20-10 for Repairs at Lake Tomahawk (Wildlands Engineering)

AGENDA INFORMATION

Agenda Location:	**Consent Agenda**
Item Number:	**5F**
Department:	Finance
Contact:	Dean Luebbe, Assistant Town Manager/Finance Director
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: At the October 2019 Board meeting, the Board approved a contract with Wildlands Engineering for repairs to the upper portion of Lake Tomahawk in the amount of $72,400.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY20-10 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by $72,400 and the revenues account, 1000-3905-900 (Fund Balance Appropriated by $72,400.

FUNDING SOURCE: Fund Balance.

ATTACHMENTS: Budget Amendment #FY20-10, and contract with Wildlands Engineering.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2020-10
Fiscal Year 2019-2020

Dept.	Account #	Account Name	Debit	Credit	Comments
	1000-5000-730	Capital Outlay	72,400		Lake Tomahawk
	1000-3905-900	Fund Balance Approp		72,400	dam improvements-
					upper portion.

Totals:	72,400	72,400

BD # ______________________ Entered By: ______________________

Journal # ______________________

Fiscal Yr ______________________ Approved By: ______________________

Date ______________________ Date ______________________

Agreement for Consulting Services

This agreement is between Wildlands Engineering, Inc., ("**Wildlands**") and Town of Black Mountain ("**Client**").

Recitals

A. **Project.** Client has asked Wildlands to perform sediment management activities at Lake Tomahawk (the "**Project**").

The parties therefore agree as follows:

Agreement

1. **Effective Date.** This agreement will become effective on the date the last party signs it (the "**Effective Date**").

2. **Perform Services.** Wildlands agrees, during the term of this Agreement, to perform the services set forth in the Scope of Work in exhibit A (the "**Services**").

3. **Fixed Fee.** In consideration of services furnished, Client shall pay Wildlands on a fixed fee basis in accordance with the payment provisions set forth in Section 7, of this agreement.

4. **Duties of Client.** To permit Wildlands to render the services required hereunder, Client agrees that it will, at its expense and in a timely manner:

   (a) provide such information concerning the Project, including permits and approvals as Wildlands may require from time to time to enable Wildlands to complete the scope of work described in Exhibit A;

   (b) promptly inform Wildlands of any pending or confirmed changes in the design requirements of the project;

   (c) promptly review any and all documents and materials submitted to Client by Wildlands for Client's comment to avoid unreasonable delays in the progress of Wildlands services; and

   (d) promptly notify Wildlands of any fault or defect in the Project in any way relating to the performance of Wildlands services hereunder.

5. **Personnel.** Wildlands agrees it will employ, at its own expense, all personnel reasonably necessary in its discretion to perform the Services. All of the Services will be performed by Wildlands or a contractor under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal, and local laws to undertake the work performed by them.

6. **Subcontractors.** In addition to personnel employed directly by Wildlands; Wildlands has the right to engage subcontractors it deems necessary to perform the Services.

7. **Compensation.** Client shall pay to Wildlands a fee not to exceed $35,700.00 as consideration for the performance of the engineering services set forth in Exhibit A. Client shall pay to Wildlands a fee not to exceed $36,700.00 as consideration for the performance of the construction services set forth in Exhibit A. If bridge construction repair be necessary, Client will contract separately for this construction. The compensation due to Wildlands under this paragraph shall be payable in the following manner:

(a) Wildlands will submit monthly invoices to the Client. The amount of each invoice for engineering services will be based on time and materials provided during the month for which the invoice is submitted. The amount of each invoice for the construction phase services will be based upon the unit prices of the services provided during the month for which the invoice is submitted. Client will pay Wildlands within 30 days for invoiced work performed by Wildlands.

(b) If Client fails to pay the full amount of any invoice submitted to Client by Wildlands, the unpaid balance will bear interest at the rate of 1.5% per month until the amount of the unpaid balance plus interest is paid.

(c) Wildlands shall, at its sole discretion, have the right to suspend work on the Services if Client has any monthly invoice(s) of more than 60 days past due. Wildlands shall recommence work upon payment of all past due invoices.

8. **Changes in the Services.** Client acknowledges the compensation as set forth in paragraph 7 and Exhibit A is based upon the concept plan. If changes are made by Client to the concept plan or are necessitated by any entity with regulatory authority over the Services, or due to findings during assessment or design of the project, Client and Wildlands will negotiate for appropriate adjustments to the compensation. Construction does not include dredging existing forebay or any planting beyond grass reestablishment.

9. **Time of Performance.** Wildlands will begin the Services according to the scope of work and schedule in exhibit A within four weeks of the Effective Date and will proceed until complete.

10. **Term.** (a) The term of this agreement begins on the Effective Date and continues until the earliest of the following:

(i) The date Wildlands notifies Client in writing that it has completed all the Services, or

(ii) 5 working days after written notice by either party of substantial failure by the other party to fulfill its obligations under this agreement in a timely manner through no fault of the terminating party.

(iii) 1 year from the Effective Date.

(b) If this agreement is terminated before completion of the Services, in addition to any other rights and remedies provided by law or under this agreement, Wildlands shall be entitled to compensation for all of the Services performed and costs incurred through and including the date of termination.

11. **Similar Services.** Nothing in this agreement shall operate or be construed to preclude or inhibit Wildlands from rendering similar services to any other person or entity. Wildlands shall be obligated to devote only so much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner.

12. **Ownership of Documents; Use.** Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Wildlands are instruments of service, and shall remain the property of Wildlands and may be used by Wildlands without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Wildlands provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. Furthermore:

    a. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Wildlands which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Wildlands. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Wildlands. Client hereby waives any claim for liability against Wildlands for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and maybe used by Client only for the Project. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Wildlands. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

    b. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Wildlands, Client covenants and agrees that all such electronic files are instruments of service of Wildlands, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

    c. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Wildlands. Client further agrees to waive all claims against Wildlands resulting in any way from any unauthorized changes or reuse the electronic files for any other project by anyone other than Wildlands.

    d. Client and Wildlands agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit A. Any changes to the CADD specifications by either Client or Wildlands are subject to review and acceptance by the other party. Additional services by Wildlands made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

    e. Electronic files furnished by either party shall be subject to an acceptance period of 15 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted, and neither party shall have any obligations to correct errors or maintain electronic files.

f. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Wildlands and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

g. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wildlands, its officers, directors, employees, agents and sub consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Wildlands or from any reuse of the electronic files without the prior written consent of Wildlands.

h. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Wildlands, and Wildlands makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Wildlands be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. **Warranties.** Wildlands warrants that the Services are performed, within the limits proscribed by the Client, with the usual thoroughness and competence of the profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty, representation, or certification, either expressed or implied, is intended or included in its proposals, contracts, or reports.

14. **Wildlands Indemnifies.** Wildlands agrees to indemnify, defend and hold Client, its officers, agents, directors, employees and members harmless from and against any and all liens, liabilities, losses, damages, claims, demands, judgments, costs, and expenses (including attorney fees and clean up costs) or any other claim of any nature whatsoever arising out of or related to any acts or omissions of Wildlands, its officers, employees, directors, agents, contractors, licensees or invitees as a result of its activities on or about the Property, except to the extent caused by the negligence of Client. This indemnification shall survive the termination of this agreement.

15. **Client Indemnifies.** Client agrees to indemnify, defend and hold Wildlands, its officers, agents, directors, employees and members harmless from and against any and all liens, liabilities, losses, damages, claims, demands, judgments, costs, and expenses (including attorney fees and clean up costs) or any other claim of any nature whatsoever arising out of or related to any acts or omissions of Client, its officers, employees, directors, agents, contractors, licensees or invitees as a result of its activities on or about the Property and the Project, except to the extent caused by the negligence of Wildlands. This indemnification shall survive the termination of this agreement.

16. **Termination.** For convenience, Client may terminate this Agreement or any of the Services of Wildlands at any time with or without cause on 15 days' prior written notice. Upon receipt of a notice of termination, Wildlands will stop providing the Services as directed by Client. Commitments for services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by Client. If Client selects an alternate provider of the Services, Wildlands shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of Clients' business. Wildlands shall, in such case, be entitled to payment in full for the non-disputed compensation in connection with all the Services it performs until termination

of performance has occurred. Upon termination of this agreement prior to completion of services, Client waives ownership of any draft or incomplete work products and other materials produced by Wildlands.

17. **Notices.** All notices required by this agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the Parties in the manner stated below, and shall be conclusively deemed properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested; (c) one business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery; or (d) if sent by email, upon receipt of an acknowledgement email sent to the sender's email address in which the party receiving the email notice acknowledges having received that email. An automatic "read receipt" is not acknowledgement for purposes of this section 17. The addresses of the parties to receive notices are as follows:

Shawn D. Wilkerson
Wildlands Engineering, Inc.
1430 S. Mint Street Suite 104
Charlotte, NC 28203
swilkerson@wildlandseng.com

Josh Harrold, Town Manager
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711
josh.harrold@townofblackmountain.org

17. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

18. **Assignment**. Neither party has the right to assign this agreement without the consent of the other party. No assignment shall be effective unless the assignee has delivered to the non-assigning party a written assumption of assignor's obligations under this agreement. The non-assigning party hereby releases the assignor from any obligations under this agreement arising after the effective date of any assignment of this agreement.

19. **Jurisdiction**. The laws of the State of North Carolina, without giving effect to its principles of conflicts of law, govern all matters arising out of this agreement.

20. **Counterparts**. This agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, together, constitute one and the same instrument. A signed copy of this agreement delivered by electronic mail in portable document format (".pdf" format) shall have the same legal effect as delivery of an original signed copy of this agreement.

21. **Attorneys' Fees**. If either party commences an action against the other to interpret or enforce any of the terms of this agreement or because of the breach by the other party of any of the terms of this agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees, expenses, court costs, litigation costs and any other expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

22. **Severability**. The parties intend as follows:

(a) That if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(b) that if an unenforceable provision is modified or disregarded in accordance with this section 23, then the rest of the agreement will remain in effect as written; and

(c) that any unenforceable provision will remain as written in any circumstance other than those in which the provision is held to be unenforceable. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

23. **Insurance**. Wildlands or its contractor shall maintain insurance coverage for workers compensation as required by state law and general and automobile liability insurance coverage with maximum limits of $1,000,000.00 during the entire course of the proposed work.

24. **Mutual Agreement.** This is a mutually negotiated agreement and regardless of which party was more responsible for its preparation, this agreement shall be construed neutrally between the parties.

25. **Entire Agreement**. Each party acknowledges they are not relying on any statements made by the other party, other than in this agreement, regarding the subject matter of this agreement. Neither party will have a basis for bringing any claim for fraud in connection with any such statements.

Each party is signing this agreement on the date stated below that party's signature.

WILDLANDS ENGINEERING, INC., a North Carolina corporation

By: shawn wilkerson (Nov 20, 2019)
Shawn D. Wilkerson, President

Date: Nov 20, 2019

TOWN OF BLACK MOUNTAIN:

By: Josh Harrold
Josh Harrold (Nov 20, 2019)

Title: Town Manager

Date: Nov 20, 2019

EXHIBIT A

SCOPE OF WORK

Phase 1 Scope of Work

This scope will pursue the following objectives to achieve the goal of improved sediment management for Lake Tomahawk:

- Remove the existing (defunct/failed) structure and install a submerged boulder arch vane that serves as a sediment containment device.
- Re-center the creek under the bridge to help prevent future bridge issues.
- Evaluate bridge abutment (BLE) and repair as necessary prior to re-centering the creek.
- Collect existing records/data that may support sediment management planning.
- Work with Town to establish an anticipated dredging plan including the footprint and frequency of dredging, as well as access considerations and tracking recommendations.

Task 1. Coordination

Wildlands will attend three meetings with the Town at the concept, 60% and 90% design stages. Meetings will require participation by Town staff responsible for dredging operations.

Task 2. Survey and Assessment

Wildlands will conduct an engineering topographic survey of the stream corridor which will be used in conjunction with Quality Level 1 (QL1) LiDAR data in order to develop topographic mapping for the project area. This mapping will support the design plans and hydraulic modeling, if deemed necessary for FEMA permitting.

Task 3. Environmental Permitting

It is anticipated that the project will require 404/401 permitting and a Floodplain Development Permit. Wildlands anticipates that the project will be permitted with a 404 US Army Corps of Engineers nationwide permit requiring completion of a pre-construction notification (PCN), and that the complimentary 401 permit through NCDEQ may require a $240-570 fee. The limits of disturbance are anticipated to be less than 1 acre and therefore no erosion control permit is anticipated to be required.

Task 4. FEMA Permitting

It is anticipated that the project will require a Floodplain Development Permit. At this time, the background information from the prior project has not been made available to Wildlands. Wildlands will review the background information with the Town Floodplain Administrator in order to determine the appropriate documentation for a Floodplain Development Permit. This documentation may be as simple as a letter describing the prior permitting, the structure failure and the intent to rebuild a similar structure in the same location (which is in the backwater of the Lake and as such should have no impact on flooding). However, the documentation could require modeling and the preparation of hydraulic analysis report demonstrating no-rise in base flood and floodway water surface elevations. We are presenting a cost range to cover either of the two potentialities. No Letter of Map Revision study is included in the scope as it is anticipated that it should be feasible to permit the activities with one of the two options indicated above.

Task 5. Design and Construction Plans

Wildlands will prepare a set of design plans for permitting and design-build construction of the new sediment containment weir. The plans will include demolition and removal of the old structure, design plans and details for the new weir, access and staging information, information from the geotechnical engineer about bridge

foundation repair work, as necessary, and standard details for erosion control and streambank repair to re- center the stream as is passes under the pedestrian bridge.
Design will include analysis of hydraulics at the proposed structure, prescription of revegetation, and geometric design and layout of the proposed structure as well as construction phase and long-term maintenance dredging access.

Task 6. Construction Observation

Wildlands will be on-site to direct construction of the proposed sediment containment structure. We will visit the site a minimum of 3-4 times per week during an anticipated construction period of 2-3 weeks to check conformance with construction documents, and to observe and document progress.

BLE SCOPE OF WORK

BLE will assess the foundation and geotechnical conditions at the forebay site as Task 1. BLE understands that a geotechnical exploration that included soil test borings was performed by others for the abutments of the bridge. BLE requests that the report of this geotechnical exploration be made available to us for review. In the event that the borings are not available, BLE will drill one soil test boring and then review the findings of that geotechnical exploration to develop a profile of subsurface conditions for the forebay. The profile of subsurface conditions will be used to provide geotechnical related recommendations to guide the selection of the type of repairs to the forebay and bridge abutment. BLE's recommendations and repair options will be submitted in a report within two weeks after final discussions. Deliverables will include written recommendations and a concept-level profile of the new forebay embankment, to be incorporated with design documents developed by Wildlands Engineering.

BLE will monitor the selected construction repair to the forebay as Task 2. BLE assumes that the repair will include reconstruction of the forebay either as an earthen embankment or a reinforced concrete structure. BLE assumes eight site visits by an engineering technician with associated laboratory testing of soil and concrete construction materials.

FEES

Fee and Schedule

Based on the scope of work described herein, the estimated fee of our services is summarized in the table below. A range has been presented for FEMA Permitting since the exact scope of this task is unknown. Wildlands will not exceed this amount without prior authorization. Our fee includes permit application fees for the 401 permit. We can begin work on this project in fall, 2019 and anticipate that construction can be completed in the first half of 2020. We are willing to further develop a schedule for this project that is acceptable to the Town.

Design and Construction Fees

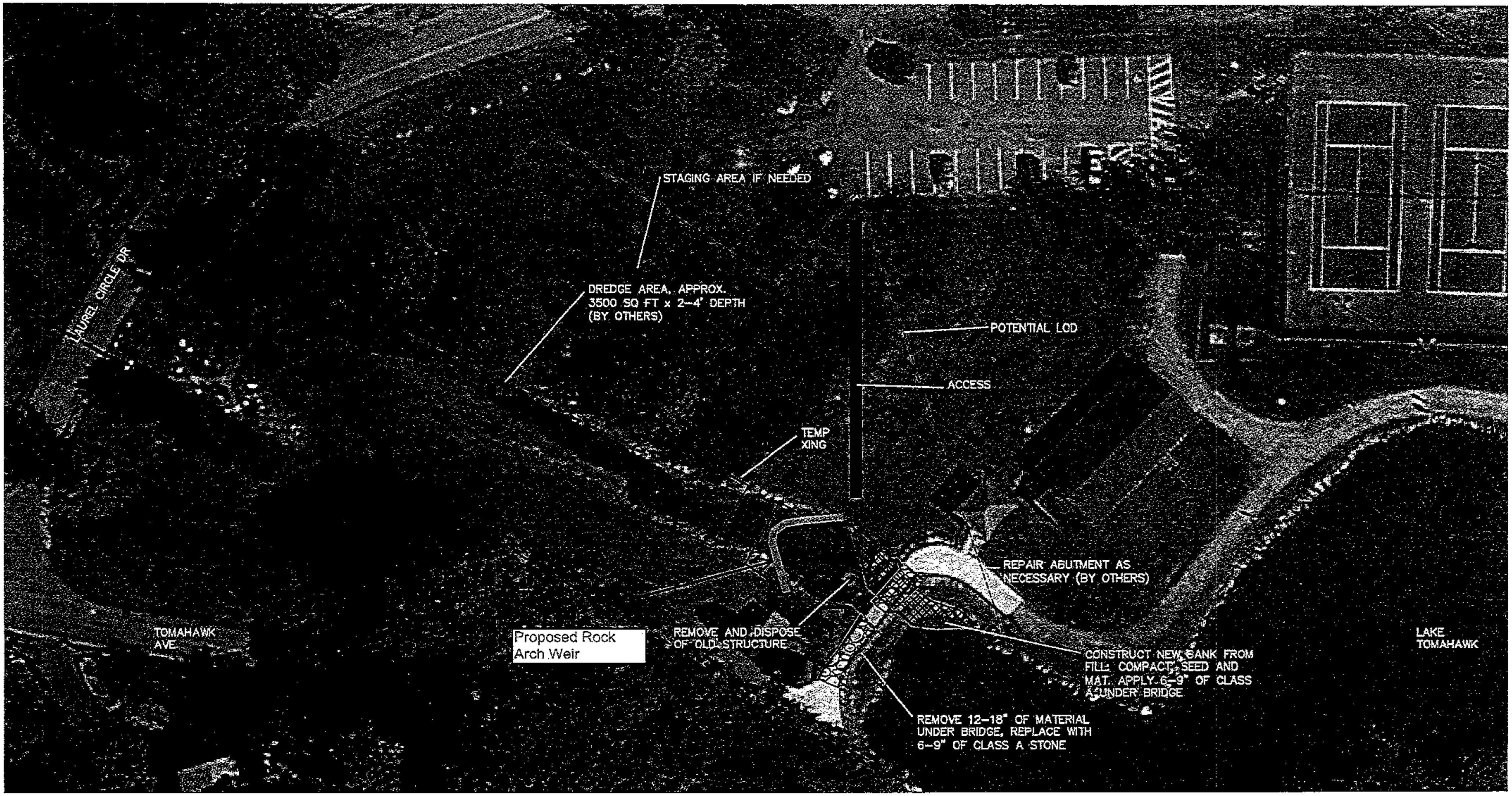
Task		Cost
Wildlands		
1	Coordination	$1,500
2	Survey and Assessment	$1,700
3	Environmental Permitting	$3,000
4	FEMA Permitting	$500 - 4,000
5	Design and Construction Plans	$8,500
6	Construction Observation	$6,000
	SUBTOTAL WILDLANDS	*$21,200-$24,700*
Bunnell Lammons Engineering (BLE)		
1	Survey and Assessment	$4,500-5,500
2	Bridge Repair Construction Observation	$5,500
	SUBTOTAL BLE	*$10,000-$11,000*
	ENGINEERING TOTAL	**$32,200-35,700**
South Core Environmental (Grading Contractor)		
See Construction Cost Estimate		
	SEDIMENT MANAGEMENT CONSTRUCTION TOTAL[1]	**$30,600**
	RECOMMENDED CONTINGENCY	**$6,100**
	BRIDGE REPAIR CONSTRUCTON TOTAL (IF NECESSARY)[2]	**TBD[2]**

[1] Construction does not include dredging existing forebay or any planting beyond grass reestablishment.
[2] An anticipated bridge repair cost could not be developed for this proposal since the activities required for this effort are unknown at this time.

Schematic Design

Lake Tomahawk Sediment Management

8/23/2019



Black Mountain Lake Tomahawk Contract

Final Audit Report 2019-11-20

Created:	2019-11-15
By:	Lee Knight Caffery (lcaffery@wildlandseng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4-u-F2pNRzy9fimolallyjaujoXEzLDX

"Black Mountain Lake Tomahawk Contract" History

Document created by Lee Knight Caffery (lcaffery@wildlandseng.com)
2019-11-15 - 8:50:47 PM GMT- IP address: 107.130.62.49

Document emailed to Josh Harrold (josh.harrold@townofblackmountain.org) for signature
2019-11-15 - 8:51:00 PM GMT

Email viewed by Josh Harrold (josh.harrold@townofblackmountain.org)
2019-11-15 - 9:18:13 PM GMT- IP address: 66.249.88.89

Document e-signed by Josh Harrold (josh.harrold@townofblackmountain.org)
Signature Date: 2019-11-20 - 1:14:58 PM GMT - Time Source: server- IP address: 64.147.211.242

Document emailed to shawn wilkerson (swilkerson@wildlandseng.com) for signature
2019-11-20 - 1:15:00 PM GMT

Email viewed by shawn wilkerson (swilkerson@wildlandseng.com)
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Document e-signed by shawn wilkerson (swilkerson@wildlandseng.com)
Signature Date: 2019-11-20 - 1:17:12 PM GMT - Time Source: server- IP address: 208.94.176.241

Signed document emailed to shawn wilkerson (swilkerson@wildlandseng.com), Jake McLean (jmclean@wildlandseng.com), Josh Harrold (josh.harrold@townofblackmountain.org), and Lee Knight Caffery (lcaffery@wildlandseng.com)
2019-11-20 - 1:17:12 PM GMT

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Budget Amendment #FY20-11 for Police Vehicles

AGENDA INFORMATION

Agenda Location:	**Consent Agenda**
Item Number:	**5G**
Department:	Finance
Contact:	Dean Luebbe, Assistant Town Manager/Finance Director
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: The FY20 approved budget included $51,000 for one fully equipped police car. The Police Department has negotiated with the dealer (Ilverton Dodge) and the upfitters to obtain two vehicles (Dodge Chargers) at an estimated cost of $71,000. The $20,000 difference will be split equally between restricted ABC police funds and fund balance.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY20-11 as submitted increasing the expense accounts, 1010-5100-730 (Capital Outlay) by $10,000 and 1010-5100-190 (ABC Expenditures) by $10,000 the revenues accounts, 1010-3335-300 (ABC-Police revenues) by $10,000 and 1000-3905-900 (Fund Balance Appropriated by $10,000.

FUNDING SOURCE: ABC Policed revenues and Fund Balance.

ATTACHMENTS: Budget Amendment #FY20-11.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2020-11
Fiscal Year 2019-2020

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5100-730	Capital Outlay	10,000		One extra
	1010-5100-190	ABC Expenditure	10,000		police car
	1000-3905-900	Fund Balance Approp		10,000	
	1010-3335-300	ABC Police Revenues		10,000	
		Totals:	20,000	20,000	

BD # ____________________ Entered By: ____________________

Journal # ____________________

Fiscal Yr ____________________ Approved By: ____________________

Date ____________________ Date ____________________

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Vickers Consulting Services, Inc. – AFG Regional Operations Application– Fire Department Grant for Air Packs

AGENDA INFORMATION

Agenda Location:	**Consent Agenda**
Item Number:	**8A**
Department:	Fire
Contact:	Scottie Harris, Fire Chief
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: The Fire Department requests Board authorization to enter into a contract with Vickers Consulting Services, Inc. for the purposes of assisting in applying for a regional federal grant through Assistance to Firefighters Grant Awards and FEMA to replace 40 air packs and mask with a spare bottle with each pack at a cost of approximately $8,500.00 ***per unit*** for a total cost of approx. $340,000 Currently the Fire Department has (32) air packs which are from the 2007 standard and (4) from the 2002 standard of NFPA. A NFPA (National Firefighters Protection Agency) standard is an equipment replacement safety recommendation. The current NFPA standard in place is to replace those packs in the year 2018. The normal life span of air packs is 15 years with light use.

Staff has met with Fire Chiefs from Riceville, Swannanoa, and Broad River who are also requesting to enter into a regional contract to apply for the grant to replace their air packs which will increase odds of being awarded. If the application is successful the Town would need to commit to approximately $18,000 (5% match) in Fiscal Year 20-21 Budget. A resolution of commitment is likely to follow once the application process begins and will be brought back before the Board for final approval.

MOTION FOR CONSIDERATION: To authorize the Town Manager to execute the contract with Vickers Consulting Services, Inc. in the amount of $500.00 for AFG Regional Applications – Fire Department Air Pack Replacement as presented.

FUNDING SOURCE:

ATTACHMENTS: Vickers Consulting Services, Inc. Consulting Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Vickers Consulting Services, Inc
Consulting Agreement – Flat Rate for Regional Applications

Rev. 11/06/2015

This Agreement is made effective as of ________________, by and between _________________________, of _________________________, _________________________, ___ __________, and Vickers Consulting Services Inc., 10601 Grant Road Suite 216, Houston, TX 77070.

In this Agreement, the party who is contracting to receive services shall be referred to as "Applicant", and the party who will be providing the services shall be referred to as "Consultant".

- Consultant has a background in Grant Writing, and is willing to provide services to Applicant based on this background.
- Applicant desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on ________________, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, application submission, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications prior to Consultant's submission of the application, if that particular service is being provided.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Applicant will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. PAYMENT. Applicant will pay a fee to Consultant for the Services based on a flat rate calculated by the rate of $500.00 for each organization involved in the grant application. The final fee will be calculated after the application has submitted since it is based on the final number of participants. The Applicant will be responsible for payment of Consultant's fees no later than thirty (30) days following the submission of the proper invoice for the application after said application's submission. Upon termination of this Agreement Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid. Work product constituting payment is considered to be narrative preparation. If a narrative is prepared and submitted to the Applicant for review the relationship is considered to be billable and even if the Applicant decides not to apply to said grant program they will be billed the full amount for services rendered.

4. EXPENSE REIMBURSEMENT. Consultant shall pay all "out-of-pocket" expenses, and shall be entitled to reimbursement within 30 days of the incurred expense from Applicant. Reimbursable costs include, but are not limited to, postage, facsimile, notary, airfare & other travel related expenses, and other administrative costs. These costs will be limited to $50 initially. If costs are to exceed $50 Consultant will notify Applicant of the costs and receive written approval prior to making the expenditure. Since travel is not normally necessary for the Consultant to perform their duties, any travel requests by the Applicant shall be done in writing and costs agreed to prior to any travel plans being made.

5. TERM/TERMINATION. Since this Agreement is open-ended in nature, it shall be terminated in writing and agreed to by both parties. Termination can be stipulated to be upon completion by Consultant of the Services required by this Agreement, and payment by the Applicant for those services if the termination date is prior to the completion of the Service.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Applicant, and not an employee of Applicant. Applicant will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

7. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"): *a. Consultant's Intellectual Property.* Consultant does not personally hold any interest in any Intellectual Property. Applicant claims no rights to any work product of the Consultant for the length of service with the exception of the completed application and its components. Applicant makes no claims to the knowledge of the Consultant acquired during the length of service, even if acquired solely for the purpose of this Agreement.

8. CONFIDENTIALITY. Applicant recognizes that Consultant has and will have the following information:

- prices of items included in the application
- costs & budgeting information of the organization
- discounts being given to only the Applicant by vendors
- future plans of the organization
- current business affairs of the organization

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Applicant and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any specific Information that can be used to identify the Applicant for Consultant's own benefit, or divulge, disclose, or communicate in any manner any of said specific Information to any third party without the prior written consent of Applicant. Consultant will protect the Information and treat it as strictly confidential. Applicant agrees that Consultant can use general information describing the project and Applicant that will not divulge the identity of the Applicant as examples for published materials, speaking engagements, or any other such use. A violation of this paragraph shall be a material violation of this Agreement.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered whe n delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Applicant :

____

____

__________________________, __________________________ __________

IF for Consultant:

Vickers Consulting Services, Inc.
10601 Grant Road Suite 216
Houston, TX 77070

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Notices may also be sent by email or facsimile, and will be verified by telephone as to their authenticity.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. ACCURATE INFORMATION. Consultant can not be held responsible for the inaccuracy of any information given by the Applicant. The Applicant is required to give the Consultant all proper information that is required to comply with all rules and regulations of the Grant or Funding Program which will be receiving the work product created by this agreement. This agreement holds harmless the Consultant in the event that the Applicant engages in fraudulent activity.

15. APPLICABLE LAW. As Consultant is a registered business in the State of Texas this Agreement shall be governed by the laws of the State of Texas and applicable Federal Laws governing interstate commerce.

Party receiving services (Applicant): ____________________________________

By:
Authorized Party #1
Name & Title (print)____________________________

Signature: ____________________________________

Authorized Party #2 (if required by Applicant)
Name & Title (print)____________________________

Signature: ____________________________________

Party providing services:

Vickers Consulting Services, Inc.
By Name & Title (print)____________________________

Signature: ____________________________________

REQUEST FOR PROPOSAL
FOR
SELECTION OF CONTRACTOR TO LEASE AND OPERATE THE 19TH HOLE SNACK SHOP AT THE BLACK MOUNTAIN GOLF COURSE

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

Due Date: **November 25, 2019** Time: **2:00 P.M.**

Receipt Location:
Mailing Address:
Town of Black Mountain Town Hall
Attention: Josh Harrold, Town Manager
160 Midland Ave.
Black Mountain, NC 28711

Physical Address:
Town of Black Mountain Town Hall
Attention: Jessica Trotman, Planning Director
160 Midland Ave.
Black Mountain, NC 28711

Phone: 828-419-9300

MEMO TO: Prospective Bidders

FROM: Josh Harrold, Town Manager

SUBJECT: Request for Proposals – 19th Hole Snack Shop

DUE DATE AND TIME: November 25, 2019 ~ 2:00 P.M.

The Town of Black Mountain is requesting proposals for The Town of Black Mountain is now seeking proposals from individual(s) interested in leasing the 19th Hole Snack Shop located on the Black Mountain Golf Course for the purpose of managing and operating the snack shop. The proposals can be for a

(1) full restaurant,
(2) grab and go snack shop,
(3) vending machine operation or
(4) hot and cold sandwich snack shop.

Enclosed are our specifications and bid proposal covering this proposal. Please review these documents carefully and use the forms provided to submit your bid.

All proposals are to be received by mail no later than Wednesday August 15, 2019 by 2:00 P.M. Each proposal should be clearly marked: **"PROPOSAL RESPONSE – 19TH HOLE SNACK SHOP**

These materials should be mailed or delivered to:

Mailing Address:
Town of Black Mountain- Town Hall
Josh Harrold, Town Manager
160 Midland Ave.
Black Mountain, NC 28711

Physical Address:
Town of Black Mountain- Town Hall
Josh Harrold, Town Manager
160 Midland Ave.
Black Mountain, NC 28711

*****Email or facsimile submissions will not be accepted*****

Should you have any questions, please contact Josh Harold, Town Manager, at the Town of Black Mountain by phone at 828-419-9311, or in person at 304 Black Mountain Ave., Black Mountain, North Carolina 28711.

NOTICE

Proposals will be received by the Town of Black Mountain, until 2:00 P.M. Monday, November 25, 2019 in the office of the Town Clerk, 160 Midland Ave., Black Mountain, North Carolina, at which time they will be considered for the following:

SELECTION OF CONTRACTOR TO LEASE AND OPERATE THE 19TH HOLE SNACK SHOP AT THE BLACK MOUNTAIN GOLF COURSE

The right is reserved to reject any or all bids and to waive all informalities concerning bid, or award bid to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals before the performance of the contract.

Town of Black Mountain
Angela L. Reece
Assistant to Manager/Town Clerk

REQUEST FOR PROPOSAL FOR SELECTION OF CONTRACTOR TO LEASE AND OPERATE THE 19TH HOLE SNACK SHOP AT THE BLACK MOUNTAIN GOLF COURSE

The Town of Black Mountain (hereinafter called the "Town") invites qualified independent contractors (hereinafter called "contractor") having sufficient experience in food services in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal to operate the 19th Hole Snack Shop at the Black Mountain Golf Course.

There is no expressed or implied obligation for the Town of Black Mountain to reimburse contractors or firms for any expenses incurred in preparing proposals in response to this request.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the Town of Black Mountain. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Buncombe County, North Carolina.

Introduction

The Town of Black Mountain is requesting proposals to manage and operate the 19th Hole Snack Shop at the Black Mountain Golf Course. The proposals can be for a

(1) full restaurant,
(2) grab and go snack shop,
(3) vending machine operation or
(4) hot and cold sandwich snack shop.

About Black Mountain

The Town of Black Mountain is located in the eastern portion of Buncombe County within the Swannanoa River Valley at an approximate elevation of 2,400 feet. The Town was incorporated in 1893. The current population is approximately 8,471.Black Mountain was originally known as Grey Eagle and later named for the range of mountains that border the town to the north. At the time of incorporation, the Town of Black Mountain had become a major pathway for westbound immigrants, commercial trade, and the mountain railroad. This strategic location helped establish Black Mountain as one of the most prosperous and picturesque communities in the state.

The Black Mountain Golf Course was established in 1929 and is located at the foot of the beautiful Black Mountain Range in Western North Carolina. The 6,215yd par 71 course has a front nine originally designed by Donald Ross and is home to the famous 747yd, par 6, 17th hole, at one time the longest hole in the world.
https://www.blackmountaingolf.org/#blackmountaingolfcourse

Scope of Work

The primary purpose of the snack shop is to cater to the golf course patrons. The lease will be for a period of one (1) year beginning February 1, 2020, with an option to extend said lease for additional one (1) year options.

Deliverables

The Town expects several deliverables to be produced including relevant experience, type and level of service to be provided, menu & pricing, and any other information you feel may be relevant for consideration.

Independent Contractor

Contractor shall be an independent contractor, and all persons working under the direction of contractor shall be employees of the contractor and not the Town of Black Mountain. Contractor shall be liable for the payment of their wages, benefits, and all taxes with respect thereof. Contractor agrees that the Town of Black Mountain will not be liable for any loss or damage to Contractors equipment, materials, or personal injuries to Contractors employees while performing services listed in this proposal.

Submission Requirements

At a minimum, each submission must be arranged according to the following outline:

I. Introduction to firm and summary to include
   a. Resumes reflecting qualifications and experience
   b. Examples of firm's experience and professional references
   c. Type of service you will be providing
   d. Menu & Pricing Information
   e. Any other information that may be relevant for consideration

Description of Selection Process & Criteria for Consideration

Three (3) copies should be submitted at the time and place indicated under the section entitled "Time Schedule for Awarding Contract."

The Town will evaluate the contractor on technical understanding of the area of practice the ability to perform the proposed work; ability to maintain communication with town staff; ability to involve partners/stakeholders as necessary; and references. The contractor best meeting the Town of Black Mountain's expectations for experience, qualifications and cost requirements will be selected.

The Town of Black Mountain requests that no Town of Black Mountain officials or employees be contacted during this process. The Town Manager may be contacted only to clarify questions concerning the RFP. Phone is the preferred method of communication. The Town Manager can be reached at 828-419-9300 ext. 311.

The Town reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the Town.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

Time Schedule for Awarding the Contract

Request for proposal packages will be posted to the Town of Black Mountain website on Thursday October 2, 2019. **Proposals are due by 2:00 p.m. on Monday November 25, 2019.**

The Town Manager will review the proposals and make a recommendation to the Board of Alderman at which time the contract will be placed on the agenda for their next regularly scheduled meeting for consideration of award.

December 2019 – Contract executed
February – March 2020 – Lease begins

Sample Leasing Agreement

1. The term of the lease shall be one (1) year, beginning February 1, 2020 and running until January 31, 2021. If the LESSEE intends to extend the lease it must give written notice to the Town no later than ninety (90) days before the end of the one year first term.

2. 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, 2020. Future monthly payments can be paid in advance for any portion of the lease term.

3. The LESSEE shall understand and agree that the primary purpose of the 19th Hole Snack Shop is to cater to golf course patrons.

4. 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

5. The LESSOR shall be required to pay the electric bill on the 19th Hole Snack (to include the entire building
6. The LESSEE will retain all receipts from the operation of the 19th Hole Snack Shop.

7. 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 lessee, said outing will be responsible for providing $5 per player or $300, whichever is greater, to the lessee. This is not a room rate rental fee. The golf course manager has the right to adjust this amount at any time

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

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

15. 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.

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

17. 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

18. 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.

19. 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.

20. The LESSEE shall provide a menu for the 19th Hole Snack Shop, that shall be reviewed by the Golf Course Manager and approved based off of what type of snack shop is proposed.

21. 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.

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

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

23. 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.

Conditions and Limitations

The Town expects to select a firm from the qualifications submitted, but reserves the right to request additional information from the firm if needed. The Town also reserves the right to reject any and all responses to the RFP and advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to the RFP should not be interpreted as a contract or an indication of a commitment of any kind on the part of the Town, nor does it commit either to pay for costs incurred in the submission of a response to this request prior to execution of a final contract.

Upon selection a contract shall be prepared and negotiated and fully executed before a lease is entered into. The Town reserves the right to dismiss any part or all of the contracted firm, when in the Town's opinion the project is not moving as scheduled or is hindered in any way by the action or performance of the firm members.
Unless authorized by the Town Manager, no other Town Official or employee is empowered to speak for the Town with respect to this RFP.

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: December 9, 2019

SUBJECT: Resolution of Support for Swannanoa River Restoration Grant **#R-19-22**

AGENDA INFORMATION

Agenda Location:	**NEW BUSINESS**
Item Number:	**8C**
Department:	Planning
Contact:	Jessica Trotman, Planning Director
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: This resolution is required by the Department of Water Quality grant applications. This grant requires 50% match. The Town is requested up to $77,000 in matching dollars from the State, but could need to request only $74,000. This is dedicated to construction and related tasks.

Total project budget is nearly $200,000 including in-kind support from Montreat College.

MOTION FOR CONSIDERATION:

FUNDING SOURCE:
$5,000 Town – budgeted for Pigeon River Grant Application
$28,000 Pigeon River Grant Award
$50,000 Duke Energy Grant Award
$83,000 in eligible matching funds

ATTACHMENTS: Draft Resolution

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

RESOLUTION #R-19-22

RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF BLACK MOUNTAIN SUPPORTING MATCHING FUNDS FOR SWANNANOA RIVER RESTORATION PROJECT

WHEREAS, the Town of Black Mountain Board of Alderman desires to sponsor of the Swannanoa River Restoration Project. This project will restore approximately 2,000 linear feet of stream and provide the following benefits: First, it allows the continued use of the area for recreation purpose in a responsible and sustainable practice. Second, it restores the stream to a functioning state and allows waters to subside at a more natural rate to reduce the potential for damage. Last, it helps to control sediment pollution downstream, reducing stress on the watershed; and

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain, that

1) The Board requests the State of North Carolina to provide financial assistance to Town of Black Mountain for Swannanoa River Restoration Project in the amount of $77,000 or 50% percent of project construction cost, whichever is the lesser amount;

2) The Black Mountain Board of Alderman assumes full obligation for payment of the balance of project costs;

3) The Black Mountain Board of Alderman will obtain all necessary State and Federal permits;

4) The Black Mountain Board of Alderman will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.

5) The Black Mountain Board of Alderman will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;

6) The Black Mountain Board of Alderman will obtain suitable soil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;

7) The Black Mountain Board of Alderman will assure that the project is open for use by the public on an equal basis with no restrictions

8) The Black Mountain Board of Alderman will hold the State harmless from any damages that may result from the construction, operation and maintenance of the ' project;

9) The Black Mountain Board of Alderman accepts responsibility for the operation and maintenance of the completed project.

READ, APPROVED AND ADOPTED by a vote of ____ to ____ this 9th day of December, 2019.

I move the adoption of the foregoing resolution:

____
Alderman

____
Don Collins, Mayor

ATTEST:

____
Angela Reece, Assistant to Manager/Town Clerk

Minutes Follow This Section

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

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Monday, November 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, November 4, 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 Ryan Stone
Alderman Larry Harris – arrived at 5:10 p.m.
Alderman Tim Raines
Alderman Carlos Showers – absent

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager
Angela Reece, Assistant to Manager/ Town Clerk
Joe Kidd, Police Lieutenant
Scottie Harris, 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 November 4, 2019 regular session meeting and made no changes.

Mayor Don Collins opened the meeting. Town Manager, Josh Harrold presented the proposed agenda to the Board of Aldermen. Pastor Mike McDonald of Black Mountain Methodist Church will give the invocation.

Manager Harrold discussed **Item 5B, 5C, and 5D** Resolution to Adopt Code of Ethics #R-19-20, Ordinance to Amend Sections of Chapter 2, Chapter 4, and Chapter 20 of Boards and Commissions #O-19-25, and Advisory Boards, Commission, Committees Policy Revision-Handbook stating these items are all related and recalling passage of the Code of Ethics as a policy a number of years ago and said that staff is following the Town Attorney's recommendation to have the Code of Ethics adopted as a resolution. Manager Harrold discussed amendments to the Code of Ordinances stating staff has added a section establishing the Zoning Board of Adjustment and its powers per NC GS 160A-388. Manager Harrold discussed amendments to the Greenways Commissions powers and clarified with the Board their preference to allow the Commission to appoint subcommittees and the process by which they are to adhere. Manager Harrold sought clarification from the Town Attorney and Board regarding the ABC Board serving without compensation from the Town. Attorney Sneed stated the ABC Board compensates its membership as allowed by statute and suggested the Town having language specific to the Town not providing that compensation. Manager Harrold discussed the revised policy Handbook calling attention to page 5, economic interest statement form stating the direction comes from the UNC SoG. Attorney Sneed clarified that this is not a requirement, but may be asked for of quasi-judicial board members if needed. Attorney Sneed said a statement of economic interest does not change any rules but serves to put board members on notice that they may not vote on matters in which they have an economic interest (conflict). Manager Harrold stated another notable addition to the Handbook is a prohibition of advisory board members (non-employees of the town) to administer a social media page that represents the town or its interests. Manager Harrold stated this would protect the Town's interests and ensure compliance with the social media policy.

Mr. Luebbe discussed **Item 5E, 5F, and 5G** Budget Amendment for Commerce Park Infrastructure Capital, Capital Project Ordinance Amendment – Commerce Park Infrastructure Fund, and Capital Project Change Order Approval #3 - Commerce Park Infrastructure Fund stating these items are related. Mr. Luebbe stated an amendment to the Capital Project Ordinance for the Black Mountain Commerce Park Infrastructure Fund is necessary to reflect the project spanning over multiple fiscal years. Mr. Luebbe stated there have been three change orders during this project and stated the first two totaled $55,000 for sewer connections and stated Manager Harrold worked with MSD who ultimately covered this expense. Mr. Luebbe stated the third change order for valves would require a contribution of $41,000 from the Water Fund. Mr. Luebbe stated if there are no other change orders by the conclusion of the project the Town would have spent $41,000 on the $1.75M project. Manager Harrold stated the change order relates to the Asheville waterline changeover, accepting new customers into the Town. Manger Harrold stated the City has now asked the Town to accept an additional 2,400 feet of line and about 30 more customers due to the geography of the area and available area to place a valve.

Manager Harrold discussed **Item 7A,** Offer received to purchase Town owned property located at 2992 U.S. Hwy 70, Black Mountain NC (Former Public Works Building) stating no further upset bids have been received and said the winning bid came in at $554,000. Attorney Sneed will continue the due diligence process

Manager Harrold discussed **Item 7B,** River Walk Greenway Update stating he has worked with new leadership at NCDOT and has received approvals to continue the greenway underneath Highway NC-9 which will produce a significant cost savings ($.5M) for the project.

Attorney Sneed discussed **Item 8A,** Ordinance Amendment to Authorize the Town Manager to Employ Attorneys #**O-19-27** citing new case law precedent recommending implementing this ordinance to protect the Town's interests when hiring outside council such as the HR Attorney and alternate Planning Board Attorney as well as any workers compensation attorneys.

Manager Harrold discussed **Item 8B,** RFQ Proposal Recommendation - Comprehensive Plan and Future Land Use Map Update stating staff have received three proposals and are recommending awarding the project bid to Clarion. Manager Harrold stated Clarion has extensive experience in this field having completing over 100 comprehensive plans.

Manager Harrold discussed **Item 8C,** Snow Removal Ordinance recalling direction from the Board to prepare an ordinance. Manager Harrold stated this ordinance also covers other obstructive debris on sidewalks such as mud or trimmings. He stated the ordinance places the burden on property owners adjacent to public sidewalks to clear them following a 48 hour timeframe after a snow event has passed. Manager Harrold stated the Town simply does not have the manpower to keep up and said this ordinance is not unlike what most municipalities currently have in place.

There being no further discussion, Mayor Don Collins adjourned the meeting at 5:18 p.m.

ATTEST:

Angela Reece, Assistant to Manger/Town Clerk	Don Collins, Mayor

TOWN OF BLACK MOUNTAIN

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

Date: **November 4, 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 - absent
Alderman Tim Raines

The following staff members were present:
Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager/Finance Director
Angela Reece, Assistant to Manager/Town Clerk
Ron Sneed, Town Attorney
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
Jessica Trotman, Planning Director
Joshua Henderson, Recreation Director

Mayor Don Collins welcomed everyone and led the Pledge of Allegiance. Pastor Mike McDonald of Black Mountain 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.

In his announcements, Mayor Collins reminded everyone to silence their cell phones and asked them to be respectful of their neighbors by keeping conversations to a minimum or having none at all. Mayor Collins announced the second annual Citizen Academy graduation to be held on Friday November 22nd at the Lakeview Center as well as Town Hall Day for Black Mountain Primary 3rd graders.

2. PROCLAMATION AND AWARD RECOGNITION

A. Proclamation- Carolyn Brown Day – Vice-Mayor Maggie Tuttle presented a proclamation to Carolyn Brown for her fifty years of service to the Black Mountain Methodist Church.

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.*

Elaine Loutzenheiser *of Black Mountain* addressed the Board of Aldermen asking that item 5B to be removed from the agenda. Ms. Loutzenheiser expressed concern regarding signing of the Code of Ethics by advisory board members and asked that the Board of Aldermen sign them as well.

Elizabeth Swann *of Black Mountain* addressed the Board of Aldermen requesting new Christmas decorations at the Lakeview Center.

Roberta Madden *of Black Mountain* addressed the Board of Aldermen expressing her concerns regarding even year elections.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

A. Geese Control Update – *Kathy Punshon z& Calvin*

Kathy Punshon & goose dog, Calvin presented a report to the Board regarding geese control at the golf course and Lake Tomahawk. Calvin was purchased from FlyAway Geese in the Raleigh area to control geese at the Golf Course and at Lake Tomahawk. Ms. Punshion stated Calvin has reduced geese nesting and congregating by 95% which has proved very beneficial for park patrons as well as golf patrons. Calvin does not harm the geese, he chases them and his appearance mimics a coyote so geese naturally avoid him and the area. Ms. Punshon stated Calvin will be allowed on the island at Lake Tomahawk this coming year which should eliminate further nesting. Mrs. Punshon stated she and her husband work as a team with Calvin and their dog, Daisy to work the geese up to two times per day during the active season.

B. Golf Annual Report – *Brent Miller, Golf Operations Manager*

Golf Operations Manager, Brent Miller presented the annual report to the Board. In his report Mr. Miller stated heavy rains had a negative impact on golf operations this year and said the course was closed 114 days. Mr. Miller discussed annul pass fees versus daily fees stating the focus is more on daily fees and competitive membership rates. Mr. Miller stated the Black Mountain Golf Course averages $300 less than the nearest competition. Mr. Miller discussed maintenance challenges such as high cost of fungicide, moisture, irrigation systems, and greens. Mr. Miller encouraged responses to an RFP that has been issued to operate the 19th Hole at the Golf Course. More information may be found on the Town's website at www.townofblackmountain.org

C. Public Services Annual Streets Report – *Jamey Matthews, Public Works Director*

Public Works Director, Jamey Matthews presented the annual report to the Board which is attached to and included in these minutes. Director Matthews stated street striping is underway and will continue over the next few weeks in the downtown area. Director Matthews stated preliminary estimates for Lake Tomahawk Dam repair are approximately $50,000. Director Matthews reminded the public that the section of Flat Creek Greenway has been repaired.

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 October10, 2019 (Agenda Session), and October 14, 2019 (Regular Session).*

B. Resolution to Adopt Code of Ethics **#R-19-20**

Manager Harrold stated after speaking with the Town Attorney, adopting the Code of Ethics by resolution is best practice. Manager Harrold stated the only amendment was the addition of the Board's current attendance policy.

Motion: *To adopt* ***Resolution No. R-19-20*** presented [or as amended].

C. Ordinance to Amend Sections of Chapter 2, Chapter 4, and Chapter 20 of Boards and Commissions **#O-19-25**

Manager Harrold stated staff updated sections of each Advisory Board and Commission ordinance for consistency and to comply with North Carolina General Statutes. He stated a section has been added section detailing powers of Mayor and Council regarding boards & commissions, creation, appointment, authority.

Manager Harrold stated language was added in Chapter 2, Planning Board, for attendance and clarification that the secretary may be a staff member.

Manager Harrold stated language was added in Chapter 2, Recreation Commission for attendance and authority to supervise recreation facilities and activities and to have staff report to the recreation commission has been removed. The authority to accept gifts and property has also been removed. Manager Harrold clarified that these ordinances were established in 1986, well before the Council-Manager form of government was adopted which by statute grants supervision authority to the Town Manager or his or her designee. Attorney Sneed clarified that no advisory board or commission should have authority to accept gifts or property on behalf of the town.

Manager Harrold stated a new section, Chapter 2, Zoning Board of Adjustment, has been added to reference the creation by NC GS 160A-388. He stated additional language was added regarding Board of Aldermen preference to appoint from the third alternate position, staff may serve as secretary, and clarification that the board serves without compensation.

Manager Harrold stated attendance language was added to Chapter 2, Historic Preservation Commission as well as clarification that staff may serve as secretary. Manager Harrold stated in Chapter 2, Greenways, procedures were added for guidance for appointments of subcommittee members and language was removed requiring the Greenways Commission to report to the Recreation Commission (They will report to the Board of Aldermen).

Manager Harrold stated a section was added, Chapter 4, ABC Board, to establish creation, powers, duties, and functions by NC GS 18B-700 for clarity. Board members discussed compensation and stated their preference was for all advisory boards and commissions to serve without compensation from the Town. Attorney Sneed clarified that the ABC Board receives compensation from the ABC funds and not the Town. Board members requested to amend the ordinance to reflect this. “serve without compensation from the Town”.

Manager Harrold stated language was added in Chapter 20, Urban Forestry Commission to reflect the attendance policy.

Manager Harrold stated language was added in Chapter 2, Zoning Board of Adjustment, for attendance and clarification that the secretary may be a staff member.

The following language regarding attendance was added to the ordinances and Handbook: *The Board of Aldermen may dismiss any member who misses three consecutive meetings or one-half of the meetings held in a single six-month period without good cause (such as temporary severe illness of a member or of a member of such member's family, or overriding but temporary business concerns). Such dismissal may be considered upon or complaint by the Historic Preservation Commission chairperson, a member of the Historic Preservation Commission, staff, or on the Board of Aldermen's own motion. A member must attend fifty percent (50%) of a meeting in order to be considered in attendance for the purposes of this policy. On January 1st of each year, a member of any board or commission appointed by the Mayor or Board of Aldermen may be automatically removed from said body for failure to attend at least one half of* *all regular and special meetings of the body held during the immediately preceding calendar year.*

Motion: *To adopt Ordinance #O-19-25 as amended.*

D. Advisory Boards, Commissions, Committees Policy Revision –Handbook

Manager Harrold stated this Handbook will take place of the previous version of the Boards and Commissions Policy Manual. He stated the revision contains all of the previous information but has been rewritten for clarity and to be more user friendly. He stated it also includes new material expanding on roles and responsibilities of advisory board members and staff, clearer sections pertaining to public records, open meetings, attendance policy and the code of ethics and allows members to sign one acknowledgement form rather than two. Manager Harrold stated one noteworthy addition is the inclusion of a prohibition of advisory boards and commissions membership creating and or administering social media pages on behalf of the Town of Black Mountain. Manager Harrold stated this change is recommended in order to comply with public records laws and open meetings laws and serves to protect the Town's interests. Manager Harrold clarified this role should be the responsibility of staff and reminded the Board that staff are required to sign a social media policy which governs appropriateness of internet usage by staff.

Motion*: To adopt the Handbook for Advisory Board, Commission & Committee Members as presented [or amended].*

E. Budget Amendment for Commerce Park Infrastructure Capital ***#FY20-8***

Finance Director Luebbe stated a project ordinance amendment is necessary to reflect capital project fund expenditures across fiscal years and advised this item and the following two items are interrelated to the Commerce Park project to reflect a change order for valves. Mr. Luebbe stated this requires the Town to contribute $41,578 but reminded everyone the whole project is $1.75M for water and sewer infrastructure and improvements which includes a new pumping station on Highway 70. Mr. Luebbe stated assuming there are no further change orders by the end of the project the town would have contributed $41,000 from the Water Fund to the total project. The infrastructure project is on schedule for completion by year end and will benefit the new customers coming onto the system from the City of Asheville soon.

Motion: *To approve Budget Amendment #FY20-8 as submitted. In the project fund this amendment increases the expense account, 6700-4200-730 (Capital Outlay) by $96,926 and the revenue accounts, 6700-3745-720 (Contribution from MSD) by $55,348 and 6700-3915-960 (transfer from Water Fund) by $41,578, and in the Water Fund, increases expense account 3091-8100-543 (Transfer to Capital Project Fund) by $41,578 and increases the revenue account 3091-3905-900 (Fund Balance Appropriated by $41,578.*

Manager Harrold presented a waterline map, which is made part of and included in these minutes, and stated the tie in will now encompass about thirty additional customers in the Cragmont/North Fork Road area due to the geography of the lines and suitable connections point. Manager Harrold stated this is an additional 2,400 feet of water line. Alderman Larry B. Harris reminded the public that when construction begins on the commerce park it will conclude in approximately one year.

F. Capital Project Ordinance Amendment – Commerce Park Infrastructure Fund ***#O-19-26***

> ***Motion:*** *To approve Ordinance O-19-26, Capital Project Amendment for Commerce Park Infrastructure Fund as presented.*

G. Capital Project Change Order Approval #3 - Commerce Park Infrastructure Fund

> ***Motion:*** *To allow the Town Manager to execute approval of Change Order #3, in the amount of $57,000 for the Commerce Park Infrastructure Fund as presented.*

Vice Mayor Maggie Tuttle moved to approve consent items A-G as presented.

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

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

A. Consideration of Offer(s) received to purchase Town owned property located at 2992 U.S. Hwy 70, Black Mountain NC (Former Public Works Building)
Pin # 0609-32-7975-00000 ***#R-19-18***

Town Attorney Sneed recalled offers being presented to the Board of Aldermen to purchase Town owned property. NC G.S. 160A-265. Article 12, Sale and Disposition of Property guides the process for accepting bids and advertisement of upset bids. Attorney Sneed stated the Board has received an upset bid in the amount of $554,000 and said the ten day notice period has expired without receiving additional bids. The high bidder is Jay Lurie who is an investor. Attorney Sneed stated the offer contains a due diligence period through January to allow time to complete inspections and a level 1 environmental study. Attorney Sneed stated a survey is necessary to account for easements for the pump station and said sharing the cost with the bidder would be wise. Attorney Sneed stated once the due diligence has been completed he will return with a contract.

B. River Walk Greenway Update

Manager Harrold stated he was pleased to announce he has worked with new staff at NCDOT and has obtained preliminary approval to use an existing box culvert under NC-9 which is a significant cost savings to the project and beneficial to the public by not having to deal with road construction. Manager Harrold reminded everyone that the town has obtained approximately $5M in grant funding toward this project. Manager Harrold presented a map showing various greenway routes which is made part of and included in these minutes, stating the ideal trail route along the river will not be feasible as property owners have declined to give easements. Manager Harrold stated the greenway will now be placed along Terry Estate Drive in the right-of-way. Manager Harrold stated this could also pose a cost savings to the project. Manager Harrold stated he will continue working with NCDOT engineers and designers to see what this route will look like. Manager Harrold stated we are in the design and engineering phase right now and said right-of-way acquirements will begin in January 2020. Manager Harrold stated the project is on schedule to award the construction contract in June 2021. This project is on schedule.

C. Public Hearing to Adopt Phase II Stormwater Ordinance ***#O-19-21*** (**Cont. from 10-14-19**)

Planning Director Trotman returned with information regarding size of storms and disturbed area stating the findings were mixed across the municipalities who were surveyed. Alderman Larry B. Harris stated he preferred to have a 10 year storm instead of 25 year storm.

Vice Mayor Maggie Tuttle moved to reconvene the public hearing for Ordinance #O-19-21 for amendments to Stormwater Phase II. The motion was approved by a vote of 4-0.

Alderman Larry B. Harris move to adopt Ordinance #O-19-21 as amended 8.2.15(c) for a 10 year storm. The motion was approved by a vote of 4-0.

8. NEW BUSINESS

A. Ordinance Amendment to Authorize the Town Manager to Employ Attorneys #**O-19-27**

Attorney Sneed stated he has proposed an ordinance to allow the Town Manager to employee outside council other than the Town Attorney, which is set in statute. Attorney Sneed recalled recent case law and stated the current ordinance could be interpreted that the Board must hire all outside council. Attorney Sneed stated this is difficult due to timing and noticing requirements to call special meetings when council is needed for things that are outside his expertise such as HR issues or quasi-judicial advisory board council or even workers compensation cases where the insurance company hires the attorney. Attorney Sneed stated this ordinance is a protection for the Town in the event a case is challenged in court.

Vice Mayor Maggie Tuttle moved to adopt Ordinance No. O-19-27, authorizing the Town Manager to employ attorneys as presented. The motion was approved by a vote of 4-0.

B. RFQ Proposal Recommendation - Comprehensive Plan and Future Land Use Map Update

Manager Harrold stated it has been five years since the last update and recalled funding being budgeted for this update. Manager Harrold stated a comprehensive plan is very important to every function in the town and said there is a lot of public engagement and input that will go into it. Manager Harrold stated Clarion has extensive experience in this field having completing over 100 comprehensive plans.

Alderman Larry B. Harris moved to approve Clarion as the consulting team for the Comprehensive Plan and Future Land Use Map update and direct Town Manager to execute the contract after it has been approved by the Town Attorney. The motion was approved by a vote of 4-0.

C. Snow Removal Ordinance

Manager Harrold recalled direction from the Board to prepare an ordinance. Manager Harrold stated this ordinance is applicable town wide to any property owner abutting a town owned sidewalk and said it also covers parking on streets during a snow event as well as other obstructive debris on sidewalks such as mud or trimmings. He stated the ordinance places the burden on property owners adjacent to public sidewalks to clear them following a 48 hour timeframe after a snow event has passed. Manager Harrold stated the Town simply does not have the manpower to keep up and said this ordinance is not unlike what most municipalities currently have in place. Alderman Larry B. Harris stated the ordinance is somewhat unpleasant to present to the community but said he feels an ordinance is appropriate because the town simply does not have the resources to do this. Alderman Harris stated he would be surprised to see if any penalties are passed out because this is what merchants usually want to do to clear a path for their patrons in the downtown area. Alderman Harris stated the important part of the ordinance is clarifying who is responsible.

Alderman Larry B. Harris moved to adopt Ordinance No. O-19-28, Snow Removal as presented. The motion was approved by a vote of 4-0.

9. PUBLIC HEARING - NONE

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.*

10. COMMUNICATION FROM STAFF

A. Town Attorney – Attorney Sneed discussed the Watson building on Highway 70 stating the recent storm blew down a wall. Attorney Sneed stated he observed Mr. Watson on site clearing the debris.

B. Town Manager – Manager Harrold reminded the public town offices would be closed on Veterans Day and Thanksgiving Day. Manager Harrold asked the Board to begin looking at their calendars in December to schedule a meeting to discuss sanitation.

Town Manager - Manager Harrold gave a brief report on Planning Board actions recalling interest by citizens to rezone their properties on Flat Creek Road from SR-2 to TR-4 as well as information coming forth regarding a traffic impact analysis for projects larger than equivalent of 75 units or more.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Tim Raines thanked all of the Town's Veterans for their service to our country.

12. ADJOURNMENT

There being no further business, on a motion by Vice Mayor Maggie Tuttle with a vote of 4-0, Mayor Don Collins adjourned the meeting at 7:26 p.m.

ATTEST:

______________________________	______________________________
Angela Reece, Assistant to Manger/Town Clerk	Don Collins, Mayor

2018 Black Mountain Golf Course Report

Fiscal Year 17-18 vs Fiscal Year 18-19

Sales Recorded Between 7/1/2017 and 6/30/2018

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	14933	$192,073.68	$15.69	#########	$13,308.23	$205,366.02
Gift Card Sold	81	$4,490.81	$0.00	$4,490.81	$0.00	$4,490.81
Golf Shop Sales	2860	$24,508.67	$1,189.66	$23,319.01	$1,639.77	$24,958.78
Green Fees	16889	$164,526.40	#########	#########	$0.00	$182,523.40
Kits	10003	$0.00	$0.00	$0.00	$0.00	$0.00
Membership	128	$58,167.05	$985.00	$57,182.05	$2.95	$57,185.00
Rain Checks Liability	1	$0.00	$0.00	$0.00	$0.00	$0.00
	44895	**$443,766.61**	**#########**	**#########**	**$14,950.95**	**$474,524.01**

Sales Recorded Between 7/1/2018 and 6/30/2019

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	13726	$173,016.12	$0.00	#########	$11,972.88	$184,989.00
Gift Card Sold	97	$5,568.00	$0.00	$5,568.00	$0.00	$5,568.00
Golf Shop Sales	3258	$23,462.02	$984.83	$22,477.19	$1,583.34	$24,060.53
Green Fees	16213	$173,126.53	#########	#########	$0.00	$190,909.03
Kits	10098	$0.00	$0.00	$0.00	$0.00	$0.00
Membership	116	$58,875.00	$4,246.65	$54,628.35	$0.00	$54,628.35
Rain Checks Liability	3	$0.00	$0.00	$0.00	$0.00	$0.00
	43511	**$434,047.67**	**#########**	**#########**	**$13,556.22**	**$460,154.91**

July 2018 – September 2018 vs July 2019 – September 2019

Sales Recorded Between 7/1/2018 and 9/30/2018

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	5665	$73,274.03	$0.00	$73,274.03	$5,076.97	$78,351.00
Gift Card Sold	31	$1,598.00	$0.00	$1,598.00	$0.00	$1,598.00
Golf Shop Sales	1327	$8,969.75	$249.00	$8,720.75	$614.91	$9,335.66
Green Fees	6387	$71,616.69	($3,462.00)	$75,078.69	$0.00	$75,078.69
Kits	4362	$0.00	$0.00	$0.00	$0.00	$0.00
Membership	8	$7,200.00	$0.00	$7,200.00	$0.00	$7,200.00
	17780	**$162,658.47**	**($3,213.00)**	**#########**	**$5,691.88**	**$171,563.35**

Sales Recorded Between 7/1/2019 and 9/30/2019

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	6440	$83,810.88	$0.00	$83,810.88	$5,803.12	$89,614.00
Gift Card Sold	26	$2,184.00	$0.00	$2,184.00	$0.00	$2,184.00
Golf Shop Sales	1615	$9,858.02	$186.47	$9,671.55	$682.27	$10,353.82
Green Fees	7295	$86,619.75	($2,509.00)	$89,128.75	$0.00	$89,128.75
Kits	5101	$0.00	$0.00	$0.00	$0.00	$0.00
Membership	6	$4,925.00	$0.00	$4,925.00	$0.00	$4,925.00
	20483	**$187,397.65**	**($2,322.53)**	**#########**	**$6,485.39**	**$196,205.57**

Three Year Trend 16-17, 17-18, 18-19

Sales Recorded Between 7/1/2016 and 6/30/2017

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	16837	$201,602.05	$0.01	#########	$13,881.93	$215,483.97
Gift Card Sold	74	$4,328.00	$0.00	$4,328.00	$0.00	$4,328.00
Golf Shop Sales	3016	$27,013.83	$898.44	$26,115.39	$1,836.16	$27,951.55
Green Fees	19548	$196,523.04	#########	#########	$0.00	$209,628.04
Kits	11239	$0.00	$0.00	$0.00	$0.00	$0.00
Membership	105	$75,325.00	$6,660.00	$68,665.00	$0.00	$68,665.00
Rain Checks Liability	92	$0.00	$0.00	$0.00	$0.00	$0.00
	50911	**$504,791.92**	**($5,546.55)**	**#########**	**$15,718.09**	**$526,056.56**

Sales Recorded Between 7/1/2017 and 6/30/2018

Department	Qty Sold	= Retail Value	- LESS Disc Applied	= GROSS Retail Sales	+ ADD Sales TAX	= NET RETAIL SALES
Cart Fees	14933	$192,073.68	$15.69	#########	$13,308.23	$205,366.02
Gift Card Sold	81	$4,490.81	$0.00	$4,490.81	$0.00	$4,490.81
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	43511	**$434,047.67**	**#########**	**#########**	**$13,556.22**	**$460,154.91**

Town of Black Mountain
Public Works Department
Annual Streets & Parks Report 2018

2018 Street Capital Projects

- Paved Bartlett St, Ridge St, Buckeye St and Burnett St
- Street Striping on Swannanoa Ave, Tomahawk Ave, N Dougherty, Ninth St, N Cherokee Ave, Third St, Fourth St, Portman Villa, Enthoffer, W Chapel, E Connally/Connally
- Built new Salt Bin at new Public Works facility
- Bi-Annual Bridge inspections

2018 Street Maintenance

- Storm Water Ditching and Culvert Replacement/Repair accounted for 8% of total work orders completed
- Street Trimming, Tree Removal and Mowing make up 13% of total work orders in 2018
- 48 tons of asphalt was purchased for pavement patching
- Hemlock Inoculation – 377 trees were treated

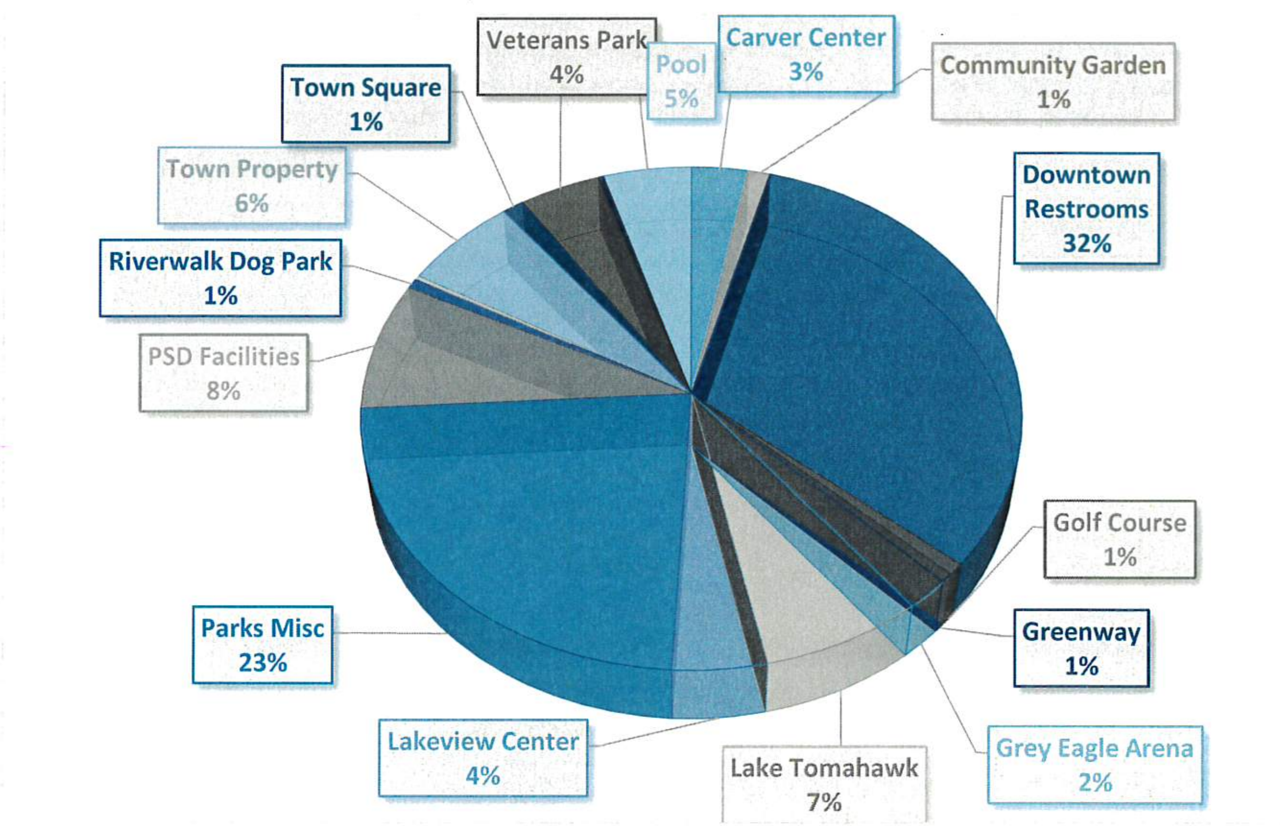
2018 Parks Projects/Maintenance

- Parking lot repairs at Park venues accounted for 14.5 tons of asphalt
- Replaced pump and installed auto fill at Town Square Fountain
- Lakeview Center refurbishment
- Repaired Flat Creek Greenway due to storm damage

- **Town Property Work Orders Completed**

The Public Works Department completed a total of 1092 work orders for Town Properties.

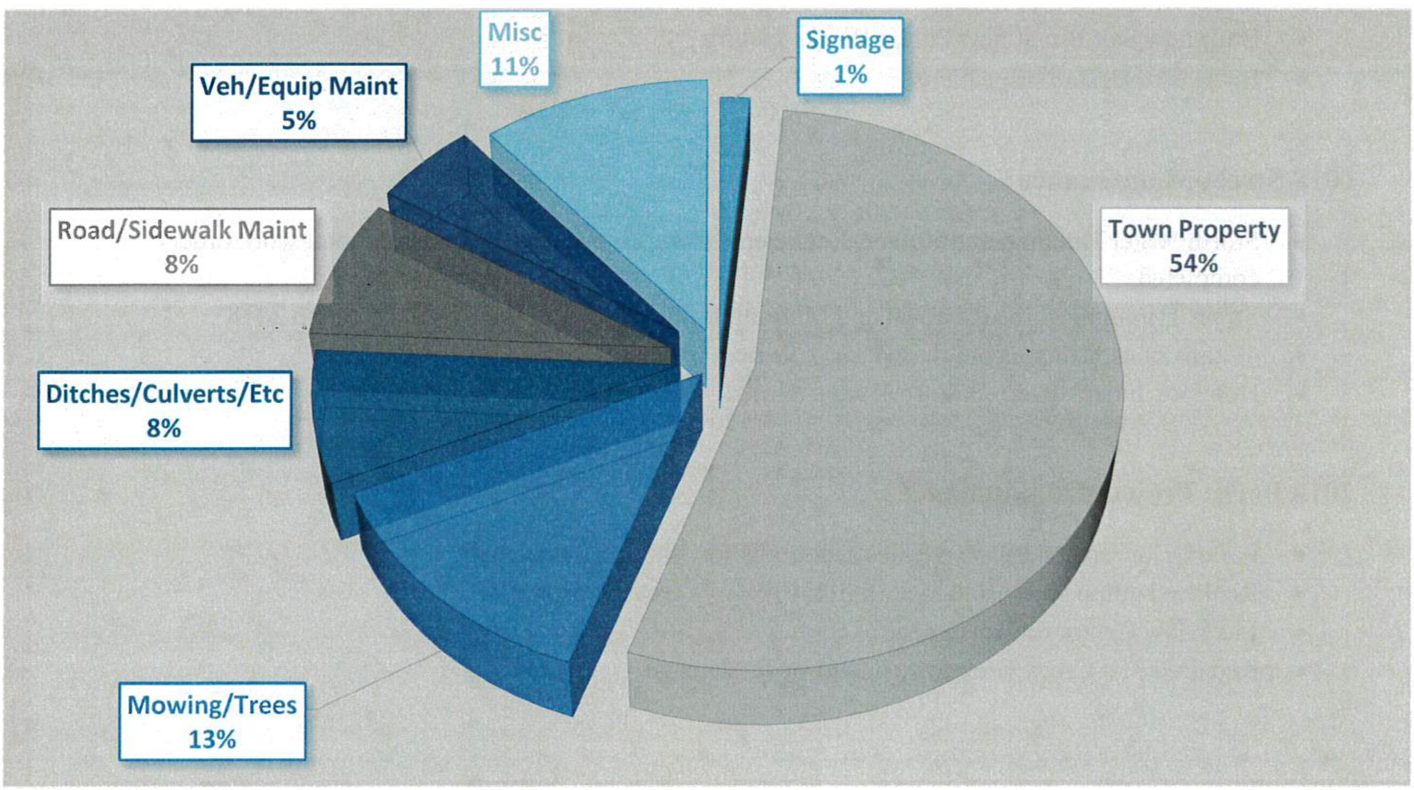
Town Property	Total Work Orders
Carver Center	33
Community Garden	13
Cragmont Park	0
Downtown Restrooms	348
Golf Course	8
Greenway	6
Grey Eagle Arena	22
Lake Tomahawk	79
Lakeview Center	46
Parks Miscellaneous	254
Public Works Department Facility	90
Riverwalk Dog Park	7
Skate Park	0
Tennis Courts	3
Town Property/Town Hall/Police	68
Town Square	13
Veteran's Park	47
Playground Inspection	3
Pool	52
TOTAL	**1092**



- **Work Orders Completed**

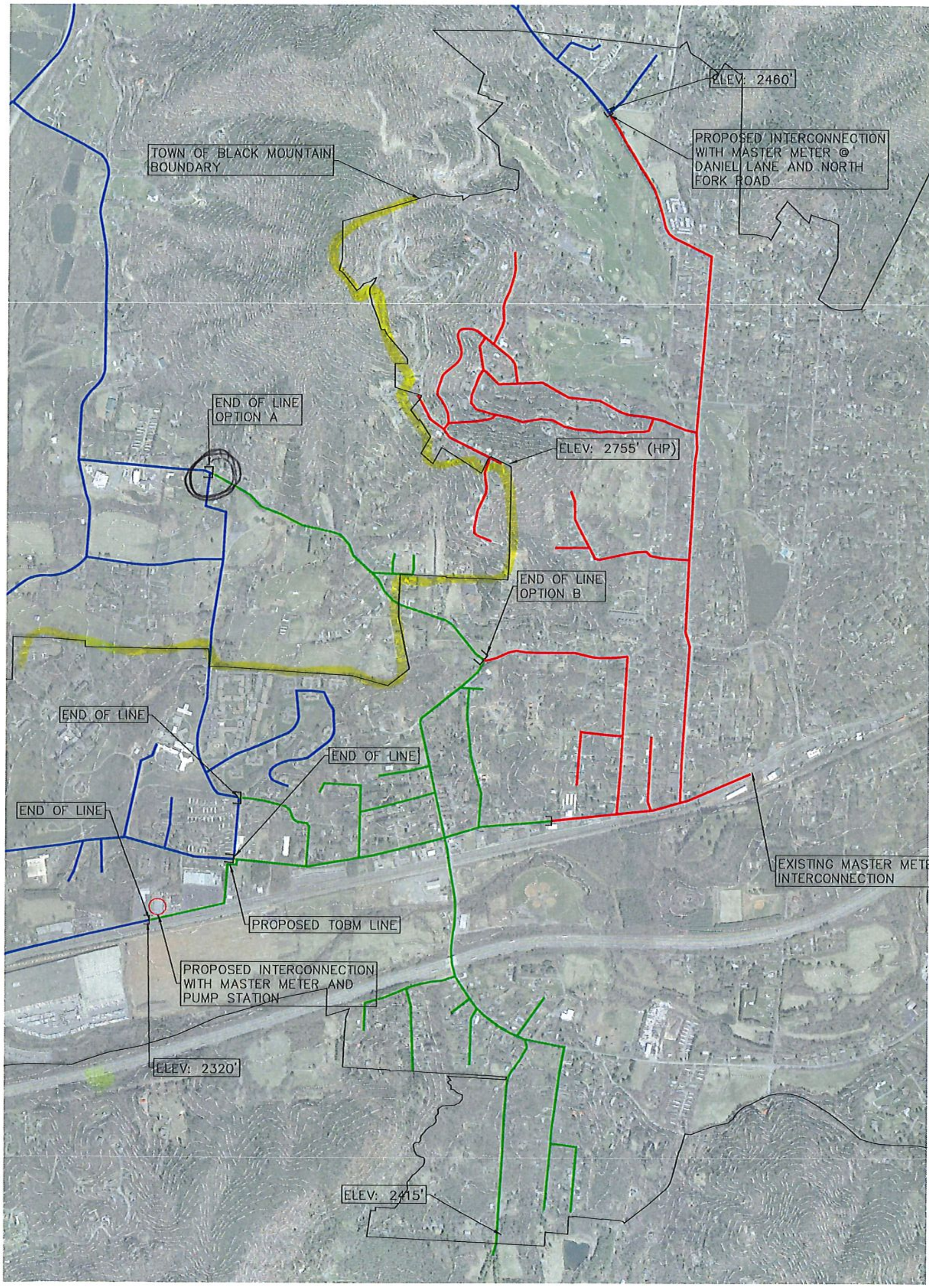
During 2018, the Public Works Department completed a total of 2027 work orders.

Description	Total Work Orders
Signage	29
Town Property	1092
Mowing/Tree Removal & Trimming	263
Ditches/Culverts/Etc	154
Road/Sidewalk Maintenance	164
Vehicle/Equipment Maintenance	102
Miscellaneous	223
Total	**2027**



2019 Year to Date Highlights

- Street Striping
- Paving
- Moving into new Public Works/Recreation & Parks facility
- Sidewalk replacement & repair
- Installing Trees and Porous pave on State Street
- Bridge Repairs
- Dam Inspections
- Painted Pool



CITY OF ASHEVILLE /TOWN OF BLACK MOUNTAIN WATER SYSTEM INTERCONNECTIONS

LEGEND

BLUE	REMAIN COA LINES
GREEN	PHASE I LINES TO TOBM
RED	PHASE II LINES TO TOBM

NORTH

NOT TO SCALE

SEPTEMBER 29, 2016

Oaks Connector Options