



TOWN OF BLACK MOUNTAIN

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

Date: July 12, 2021 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 Council** to download materials for all Town Council 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 at 419-9310, or by email at townclerk@townofblackmountain.org

(828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- Welcome
- Prayer - Deacon Bobby Stafford, Mills Chapel Baptist Church
- Pledge of Allegiance
- Announcements

2. PROCLAMATIONS, AWARDS & RECOGNITION

A. Proclamation for Ruby Begley's 100th Birthday

3. CITIZEN COMMENTS

Individuals wishing to address the Council are asked to sign in at the entrance to the Council room, the top of the 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 Council. **Comments by any one speaker shall be limited to three (3) minutes.**

To send comments prior to the meeting, please call Town Hall at 828-419-9310 or email comments to Comments@townofblackmountain.org. The Clerk will compile them and present them to the Mayor for consideration.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

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 the June 14, 2021 regular session meeting, the June 10, 2021 agenda meeting, the June 3, 2021 special call meeting, the June 10, 2021 special call meeting, and the June 21, 2021 special call meeting.

- B. Budget Amendment for sanitation truck purchase.

Motion: *To approve the budget amendment as presented.*

- C. Addendum of Collection Contract with Buncombe County.

Motion: *To approve the Addendum of the Collection Contract as presented.*

- D. Call for Public Hearing for Text Amendments to add a Minor Subdivision Cooling Off Period.

Motion: *To call for a public hearing for text amendments to add a minor subdivision cooling off period to be held on Monday, August 9, 2021, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.*

- E. Revised Fee Schedule

Motion: *To approve the revised fee schedule as presented.*

- F. Budget Amendment for Police Vehicle Repair

Motion: *To approve the budget amendment as presented*

- G. Budget Amendment to recognize the reimbursement from The Settings for the repair of the booster station.

Motion: *To approve the budget amendment as presented*

- H. Building Inspections Interlocal Agreement with Buncombe County

- I. CARES Act Special Revenue Project Fund Ordinance and Interlocal Agreement with Buncombe County.

Motion: *To approve the agreement as presented.*

- J. Budget Amendment Riverwalk Greenway.

Motion: *To approve the budget amendment as presented*

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

6. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Council 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.

To send comments **prior to the meeting**, please call Town Hall at 828-419-9310 or email comments to **Comments@townofblackmountain.org**. The Clerk will compile and present written comments to the Mayor for consideration.

7. UNFINISHED BUSINESS

- A. Riverwalk Greenway Update

8. NEW BUSINESS

- A. American Rescue Plan Act Discussion.

- B. Golf Cart Financing

Motion: *To approve the financing terms as presented.*

C. Town Council Vacancy

Motion: To appoint _____ to fill an unexpired term ending December 12, 2022 by a vote of _____ for and _____ against

D. Board Appointments

Planning Board - (3) vacancies - 3-year terms ending June 30, 2024

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against

The Planning Board reviewed seven applications for three vacant seats. The Planning Board voted 7-0, with Shawn Slome abstaining, to recommend Kathy Phillips, Chas Fitzgerald, and Pam Norton for appointment to the three vacant seats.

Historic Preservation Commission - (2) vacancies - 3 year terms ending June 30, 2024

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

1 application was received from Jay Parmar. One vacancy will remain open pending new applications.

ABC Board – (1) vacancy/3-yr term ending June 30, 2024

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

There is one applicant for this vacancy - Rick Harwood. The applicant has served two full terms on the ABC Board, however the Council may choose to reappoint the applicant, according to the handbook.

Greenways Commission – (3) 3-year terms ending June 30, 2024

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against

The Greenways Commission reviewed three applications for three vacant seats. The Greenways Commission voted 7-0 to recommend Julia Weatherford, Julie White, and Lincoln Walters for appointment to the three vacant seats.

Zoning Board of Adjustment – (3) alternate terms (do not expire)

Motion: To appoint _____ as 1st alternate by a vote of _____ for and _____ against.

Motion: To appoint _____ as 2nd alternate by a vote of _____ for and _____ against.

Motion: To appoint _____ as 3rd alternate by a vote of _____ for and _____ against.

The Board of Adjustment reviewed one application for three vacant alternate seats. The Board of Adjustment voted 6-0 to recommend David Barley for appointment to the first alternate seat. Two vacancies will remain open pending new applications.

Recreation Commission – (3) vacancies/ 3-yr terms ending June 30, 2024

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against.

Motion: To appoint _____ to fill a 3 year term ending June 30, 2024 by a vote of _____ for and _____ against

Two applications were received for Recreation Commission – Joseph Scotto and Andrea Menzel. One vacancy will remain open pending new applications.

9. PUBLIC HEARING

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

- A. Public Hearing to Close Portion of Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street and Central Avenue

Motion:

To open the public hearing for **Resolution #R-21-12** to Close Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street and Central Avenue.

To close the public hearing.

To approve **Resolution #R-21-12** for the right-of-way closure

10. COMMUNICATION FROM STAFF

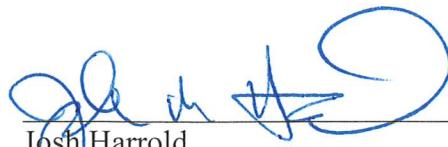
- A. Town Attorney – Ron Sneed
B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION

- A. Closed session to discuss personnel matters as permitted by North Carolina General Statute 143-318.11(6).

13. ADJOURNMENT



Josh Harrold
Town Manager



PUBLIC NOTICE

BLACK MOUNTAIN TOWN COUNCIL

REGULAR SESSION MEETING

Monday, July 12, at 6:00 p.m.

The Black Mountain Town Council will meet for their monthly Regular Session Meeting on **Monday, July 12, 2021 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC.

The meeting is open to the public.

Savannah M. Parrish

**Savannah Parrish
Town Clerk**

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, Savannah Parrish, Town Clerk at 419-9310 or by email at savannah.parrish@townofblackmountain.org

Please visit www.townofblackmountain.org to obtain agenda packets and other meeting information.

Posted to the Town Bulletin Board 06/18/21



PUBLIC NOTICE

BLACK MOUNTAIN TOWN COUNCIL

AGENDA WORKSHOP MEETING

Thursday, July 8, 2021 at 5:00 p.m.

The Black Mountain Town Council Agenda Workshop Meeting will be held on **Thursday, July 8, 2021 at 5:00 p.m.** at Town Hall, 160 Midland Avenue, Black Mountain, NC.

The meeting is open to the public.

Savannah M. Parrish
Savannah Parrish
Town Clerk

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, Savannah Parrish, Town Clerk at 419-9300 or by email at savannah.parrish@townofblackmountain.org

Please visit www.townofblackmountain.org to obtain agenda packets and other meeting information.

Posted to the Town Bulletin Board 06/18/21



Proclamation

Ruby Begley

July 12, 2021

WHEREAS, it is fitting and proper to honor and pay tribute to Ruby Begley as she celebrates her 100th birthday; and

WHEREAS, Mrs. Begley is known for her kindness, warm personality, and many skills; and

WHEREAS, Mrs. Begley and her late husband Marcus Begley have made many significant contributions to the Town of Black Mountain; and

WHEREAS, Mrs. Begley has been a member of Black Mountain Presbyterian Church since 1946, and served on the advisory committee for the Senior Center, was the Citizen of the Year for Kiwanis, and has been recognized for her many civic activities; and

WHEREAS, Mrs. Begley devoted her life to her family by teaching faith, respect for all people, lifelong learning, and generosity; and

WHEREAS, Mrs. Begley has seen many changes in the Town of Black Mountain and the world during her 100 years, but her enduring values confirm her love for her family, her church, her community and friends; and

NOW, THEREFORE, I, Larry B. Harris, Mayor of the Town of Black Mountain, do hereby proclaim July 13, 2021 in the Town of Black Mountain as

Ruby Begley Day

SIGNED this 12th day of July 2021.

Larry B. Harris, Mayor

Attest:

Savannah Parrish, Town Clerk



**TOWN OF BLACK MOUNTAIN TOWN COUNCIL
BUDGET PUBLIC HEARING MEETING MINUTES
June 21, 2021**

THE BLACK MOUNTAIN TOWN COUNCIL, held a special called meeting on Monday, June 21, 2021 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting is for the Town Council is to hold a public hearing for the FY21-22 Budget.

1. CALL TO ORDER

Mayor Larry B. Harris called the special meeting to order at 8:30 a.m. with the following members present:

Mayor Larry B. Harris
Vice Mayor Ryan Stone
Council Member Archie Pertiller
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Assistant to Manager/Town Clerk
Jessica Trotman, Planning Director
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
Jamey Matthews, Public Services Director
Joshua Henderson, Recreation Services Director

Mayor Larry B. Harris called the meeting to order and asked Manager Harrold to review the recruitment process for the new Police Chief, as Chief Freeman will be retiring on July 31, 2021. Manager Harrold stated that the job has been posted to the North Carolina League of Municipalities Website, the North Carolina Chiefs of Police Association, and the International Association of Chiefs of Police. Internally, Manager Harrold intends to form a diverse interview panel, which will include Council Member Archie Pertiller.

Mayor Harris called for a motion to open to the public hearing for the Fiscal Year 2021-2022 Budget.

Council Member Archie Pertiller moved to open the public hearing. The motion was approved by a vote of 4-0.

Manager Harrold reviewed the budget message. The budget message is included and made part of these minutes.

Black Mountain's tax rate is currently 33.25 cents. The revenue neutral tax rate, which includes the 7.13% growth rate, is 30.60 cents. The Town of Black Mountain will stay at a revenue neutral tax rate for FY21-22.

Black Mountain's total budget for FY 2021-22 is **\$14,322,248**, an increase of **26.57%** from the previous fiscal year. Personnel, capital, debt and operating costs show increases from the FY20-21 adopted budget. The increase in personnel costs is due to a 3% COLA adjustment for all employees, three new fire department positions, one stormwater field technician, one new accounts payable position, converting two part time police officer positions to one full time position, and an increase in LGERS contribution to the retirement system.

The total fund balance for the Town of Black Mountain General Fund is **estimated** to be \$4,503,679 or 47% of **projected** General Fund expenditures at 06/30/2021. The FY 21-22 recommended General Fund budget is \$10,809,048 a 19.94% increase from FY 20-21.

The Town is currently budgeted to expend \$751,027 on debt service in FY 21-22.

It is estimated that the Capital Reserve Fund for the General Fund will have a balance of \$530,000 at June 30, 2021.

Capital Project Funds have been set up for the Swannanoa Watershed Restoration, Riverwalk Greenway Phase II, Tomahawk Stream, Veterans Park, automated meter infrastructure, and Lake Tomahawk Dam repair because the Town anticipates expending funds on these projects in FY 21-22 and future years.

Manager Harrold reviewed other items in the budget message and answered questions from the Mayor and Council Members.

Manager Harrold thanked the staff for their work on the budget.

There were no public comments.

Vice Mayor Ryan Stone moved to close the public hearing. The motion was approved by a vote of 4-0.

Vice Mayor Ryan Stone moved to adopt the Fiscal Year 2021-2022 Budget as presented. The motion was approved by a vote of 4-0.

There being no further business, Mayor Harris adjourned the meeting at 9:02 a.m.

ATTEST:

Savannah Parrish, Assistant to Manger/Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN

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

Date: **June 14, 2021**

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 Town Council** to download materials for all Town board meetings.*

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CALL TO ORDER

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

Mayor Larry B. Harris
Vice Mayor Ryan Stone
Council Member Archie Pertiller
Council Member Ryan Stone
Council Member Tim Raines
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Town Clerk
Jessica Trotman, Planning Director
Ron Sneed, Town Attorney

Mayor Harris welcomed members of the public and led the Pledge of Allegiance. Mayor Harris offered the invocation. Mayor Harris introduced Dr. David Phillips, pastor of First Baptist Church Black Mountain. Dr. Phillips offered the invocation.

PROCLAMATIONS, AWARDS & RECOGNITION

Mayor Harris read a proclamation in honor of Council Member Tim Raines. Council Member Raines resigned from the Town of Black Mountain Town Council, and his resignation took effect after the June 14, 2021 regular session meeting.

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.

Manager Josh Harrold presented the consent agenda to the Town Council.

A. Adoption of Minutes

Motion: *To adopt the minutes of the May 10, 2021 regular session meeting, the May 6, 2021 agenda meeting, the May 13, 2021 special call meeting, the May 20, 2021 special call meeting, and the May 27, 2021 special call meeting.*

B. Call for Public Hearing for Text Amendments to add Conditional Zoning

Motion: *To call for a public hearing for text amendments to add conditional zoning to be held on Monday, July 12, 2021, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.*

C. Call for Public Hearing to Close Portion of Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street (Southern End)

Motion: *To call for the public hearing to close an unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street (southern end) to be held on Monday, August 9, 2021 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

D. Adoption of the Buncombe Madison Hazard Mitigation Plan

Motion: *To approve **Resolution #R-21-11** to adopt the Buncombe Madison Hazard Mitigation Plan.*

E. Appropriate budgeted funds from Contingency

Motion: *To approve contingency fund appropriations.*

F. Consideration of Revisions to the Town's Purchasing and Uniform Guidance Policies

Motion: *To approve revised purchasing policy and the Uniform Guidance Policy.*

G. Budget Amendment to recognize Covid-19 relief funds received from the county and budget additional funds in expense lines used to pay for approved Covid-19 expenses.

Motion: *To approve or deny the budget amendment as presented.*

H. Budget Amendment to approve proceeds from the sale of 2992 Hwy 70 to pay down the debt principle.

Motion: *To approve or deny the budget amendment as presented.*

I. Budget Amendment to transfer funds from the Fire Department Special Revenue Fund to purchase Fitness Equipment for the Fire Station.

Motion: *To approve or deny the budget amendment as presented.*

J. Budget Amendment to transfer funds from Police Department Forfeiture Treasury fund balance to purchase two police vehicles.

Motion: *To approve or deny the budget amendment as presented.*

K. Resolution to accept American Rescue Plan Funds #R-21-10

Motion: *To adopt Resolution #R-21-10 to accept ARP Funds.*

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

Vice Mayor Ryan Stone moved to approve consent items A-N as presented. The motion was approved by a vote of 5-0

CITIZEN COMMENTS

Manager Harrold read citizen comments from Connie Pruitt and Constance Rosata, both in opposition to the proposed Buncombe County Library Master plan.

Mayor Harris stated that the county commissions have no plans to move forward with the Library Master Plan at this time.

UNFINISHED BUSINESS

A. Riverwalk Greenway Update

Manager Harrold presented an update on the Riverwalk Greenway. Mayor Harris asked that this matter be placed on the agenda at the regular session meeting on July 12, 2021 so that the council may vote on an alternate route.

NEW BUSINESS

A. Planning Board Appointment

Town Clerk Savannah Parrish provided ballots to each Town Council Member in order to facilitate a vote on the Planning Board appointment for an unexpired term ending June 30, 2022. Each ballot was read in the meeting, and the ballots are attached and made part of these minutes.

Council Member Archie Pertiller moved to appoint Shawn Slome to fill an unexpired term ending June 30, 2021 by a vote of 5 to 0.

B. Fire Protection, Ambulance and Rescue Service Agreement.

Attorney Ron Sneed presented the proposed agreement to the Council. The Town contracts with Buncombe County to provide fire protection services, first responder services, emergency rescue services within the East Buncombe Fire District, as well as operational locations and first responder assistance to ambulance services in that fire district.

Vice Mayor Ryan Stone moved to approve the Fire Protection, Ambulance, and Rescue Service Agreement as presented. The motion was approved by a vote of 5-0.

C. Black Mountain Greenways and Trails Committee Pollinator Garden Proposal

Ann Lutz presented the Greenways and Trails Committee Pollinator Garden Proposal. The Greenways and Trails Committee asked for permission to process with a renovation of garden strip on Charlotte Street that is part of the Village Greenway. Village Greenway is a short, safe passage between the Primary and Elementary Schools. The section under discussion runs behind the Super 8 Motel.

Council Member Doug Hay moved to approve the proposed renovation of the Charlotte St. Garden. The motion was approved by a vote of 5-0.

D. Ordinance to create a Grant Project Fund Ordinance for the American Rescue Plan Act transactions

Manager Harrold presented ordinance to create a grant project fund for the American Rescue Plan Act transactions. The budget ordinance appropriates \$2,390,000 for Council to expend over four years (through December 31, 2024) for projects and initiatives that meet the legal requirements of the grant funds.

Council Member Archie Pertiller moved to adopt ordinance 0-21-09 as presented. The motion was approved by a vote of 5-0.

PUBLIC HEARINGS

A. Public Hearing for Text Amendments to Open Space Requirements in Major Subdivisions (continued from the May 10, 2021 regular session meeting)

Vice Mayor Ryan Stone moved to open the public hearing for Ordinance #O-21-04 for amendments to open space requirements in major subdivisions. The motion was approved by a vote of 5-0.

Planning Director Jessica Trotman presented the proposed amendment, which would increase the amount of open space requirements for major subdivisions. The amendment changes the requirement from five percent to fifteen percent. She also clarified how this ordinance applies in light of stormwater requirements. The changes is in response to feedback from citizens about providing more greenspace and open space for developments.

The Planning Board voted 7-0 to recommend the amendment at their March 22, 2021.

There were no public comments.

Council Member Archie Pertiller moved to close the public hearing. The motion was approved by a vote of 5-0.

Vice Mayor Ryan Stone moved to adopt Ordinance O-21-04 (statement of consistency included) as presented. The motion was approved by a vote of 5-0.

B. Public Hearing to Create a Stormwater Utility Ordinance

Council Member Pam King moved to open the public hearing for Ordinance 0-21-06 to create a stormwater utility ordinance. The motion was approved by a vote of 5-0.

Planning Director Jessica Trotman presented the proposed ordinance. The ordinance is being created to comply with the NPDES permit.

Lisa Milton made a public comment.

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

Vice Mayor Ryan Stone moved to adopt Ordinance O-21-06 as presented. The motion was approved by a vote of 5-0.

C. Public Hearing to Create a Stormwater Utility Fund

Council Member Tim Raines moved to open the public hearing to create a stormwater utility fund. The motion was approved by a vote of 5-0.

Planning Director Jessica Trotman presented the stormwater utility fund. The purpose of the fund is to hold the funds generated from the stormwater utility and will be used for stormwater projects and other items related to the NPDES permit.

Director Trotman answered questions from the Town Council. There were no public comments.

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

Vice Mayor Ryan Stone moved to adopt ordinance O-21-06.

D. Public Hearing for Elevate Black Mountain

Council Member Doug Hay moved to open the public hearing for Elevate Black Mountain. The motion was approved by a vote of 5-0.

Planning Director Jessica Trotman introduced Nate Baker. Mr. Baker introduced the comprehensive plan to the Town Council, and made a brief presentation. The plan was informed by one-on-one interviews and public meetings and online meetings and surveys. The plan has been through a public comment period and the Planning Board recommended the plan be forwarded to the Town Council for adoption at their February 22, 2021 meeting with a vote of 6-0.

Manager Harrold read a public comment from Charlotte McRaine.

Council Member Pam King moved to close the public hearing. The motion was approved by a vote of 5-0.

Vice Mayor Ryan Stone moved to approve Elevate Black Mountain as presented. The motion was approved by a vote of 5-0.

E. Public Hearing for Text Amendments to Comply with Chapter 160D

Council Member Archie Pertiller moved to open the public hearing. The motion was approved by a vote of 5-0.

Attorney Anna Stearns presented Chapter 160D, which consolidates, reorganizes, and modernizes the state's planning and development regulation statutes and repeals the existing statutes that are collected and merged into this new chapter of the General Statutes. The amendments address all mandatory changes made by Chapter 160D and also address some sentence structure and readability. The Planning Board made a recommendation to move the forward the amendments to the Town Council as presented at their May 24, 2021 meeting by a vote of 6-0.

Council Member Archie Petiller moved to close the public hearing. The motion was approved by a vote of 5-0.

Council Member Doug Hay moved to adopt Ordinance #O-21-05 (statement of consistency included) as presented. The motion was approved by a vote of 5-0.

COMMUNICATION FROM STAFF

Town Attorney – Attorney Sneed reviewed a bills in the state legislature that could impact the Town should it pass, as it changes the definition of a single family residence.

Town Manager – Josh Harrold shared that town hall would be closed for July 4th on Monday July 5, 2021. He also informed the public that the budget public hearing will take place on June 21, 2021.

CLOSED SESSION

Vice Mayor Ryan Stone moved to enter into closed session to discuss personnel matters as permitted by North Carolina General Statute 143-318.11(6). The motion was approved by a vote of 5-0.

Council Returned to Open Session.

Council Member Tim Raines moved to increase the salary of Charlie Russel by \$15,000. The motion was approved by a vote of 5-0.

ADJOURNMENT

There being no further business Mayor Larry B. Harris adjourned the meeting at 7:34 p.m.

ATTEST:

Savannah M. Parrish Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
SPECIAL CALL MEETING MINUTES
June 10, 2021

THE BLACK MOUNTAIN TOWN COUNCIL, held a special called meeting on Thursday, June 10, 2021 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting is for the Town Council is to discuss the American Rescue Plan Act and the FY21-22 Budget.

1. CALL TO ORDER

Mayor Larry B. Harris called the special meeting to order at 8:30 a.m. with the following members present:

Mayor Larry B. Harris
Vice Mayor Ryan Stone
Council Member Archie Pertiller
Council Member Doug Hay – absent
Council Member Pam King
Council Member Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Assistant to Manager/Town Clerk
Tammy Holland, Finance Director
Jessica Trotman, Planning Director
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
Jamey Matthews, Public Services Director
Joshua Henderson, Recreation Services Director

Mayor Larry B. Harris called the meeting to order. Manager Harrold began the discussion of the American Rescue Plan Act by informing the public that the Town of Black Mountain will receive \$2,390,000 in two equal payments.

Manager Harrold recommended to the Council that the first round of funding be focused on two infrastructure projects. The first being a water line replacement, a six inch line needs to be upgraded to a ten inch line. The second project is the Lake Tomahawk Dam repair.

There was some discussion among the Town Council and the Mayor about how best to use the American Rescue Act funds. Council Member King recommended that a portion of the funds be spent on project important to the public.

Mayor Harris asked for a motion to approve spending the first disbursement of American Rescue Act Funds on the Highway 70 waterline and the Lake Tomahawk Dam Repair.

Council Member Archie Pertiller moved to approve spending the first disbursement of American Rescue Act Funds on the Highway 70 waterline and the Lake Tomahawk Dam Repair. The motion was approved by a vote of 4-0.

Manager Harrold reviewed the five year Capital Improvement Plan. In the general fund there will be several capital expenses. The Recreation and Parks van is a 1989 model, and is no longer reliable. Manager Harrold budget \$30,000 to replace the van.

Human Resources and Finance use software which is outdated and does not perform the functions needed. A more modern system has been included in the CIP.

Other capital expenses include Downtown Streetscaping, The Riverwalk Greenway, and a Unified Development Ordinance. The Unified Development Ordinance is a policy tool which combines zoning regulations, floodplain and stormwater management, subdivision regulations, and other guidelines and standards into one cohesive document.

Manager Harrold is recommending funding two vehicles for the Police Department.

There was some discussion among the Town Council.

Mayor Harris called for a motion to call for a Public Hearing/or FY21-22 Budget, to be held on Monday, June 21, 2021 at 8:30 a.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

There being no further business, Mayor Harris adjourned the meeting at 9:00 a.m.

ATTEST:

Savannah Parrish, Assistant to Manager/Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
AGENDA WORKSHOP MEETING MINUTES
June 10, 2021

THE BLACK MOUNTAIN TOWN COUNCIL held an agenda workshop on Thursday, June 10, 2021 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, June 14, 2021 at 6:00 p.m.

1. CALL TO ORDER

Mayor Larry B. Harris called the meeting to order at 5:00 p.m. with the following members present:

Mayor Larry B. Harris
Vice Mayor Ryan Stone
Council Member Tim Raines
Council Member Archie Pertiller
Council Member Pam King
Council Member Doug Hay – absent

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Assistant to Manager/ Town Clerk
Ron Sneed, Town Attorney

Mayor Larry Harris opened the meeting. Town Manager, Josh Harrold presented the proposed agenda to the Town Council.

There will be no presentations from boards, commissions, or staff.

Manager Josh Harrold presented each **Items 5A – 5K**, the consent agenda.

Mayor Harris inquired about Item **8A**, Planning Board Appointment. The Town Attorney reviewed the process with the council in regard to the new appointment policy, which was adopted at the regular session meeting on May 10, 2021.

Manager Harrold continued the presentation of the new business agenda items and public hearings with minimal discussion.

Council Member Pam King shared information concerning the Black Mountain Library. County Commission Chair Brownie Newman requested that the Council Member King compile a list of desired updates to the Black Mountain Library. The list will be presented and reviewed by the Black Mountain Library Board, and then presented to the Town Council.

Council will approve or modify, and then the document will be sent to the County Manager for review.

There being no further discussion Mayor Larry B. Harris adjourned the meeting at 5:15 p.m.

ATTEST:

Savannah Parrish, Assistant to Manger/Town Clerk

Larry B. Harris, Mayor



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
SPECIAL CALL MEETING MINUTES
June 3, 2021

THE BLACK MOUNTAIN TOWN COUNCIL, held a special called meeting on Thursday, June 3, 2021 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting is for the Town Council is to review the Manager Recommended Budget.

1. CALL TO ORDER

Mayor Larry B. Harris called the special meeting to order at 8:30 a.m. with the following members present:

Mayor Larry B. Harris
Vice Mayor Ryan Stone - absent
Council Member Archie Pertiller
Council Member Doug Hay
Council Member Pam King
Council Member Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Assistant to Manager/Town Clerk
Jessica Trotman, Planning Director
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
Jamey Matthews, Public Services Director
Joshua Henderson, Recreation Services Director

Mayor Larry B. Harris called the meeting to order and opened the floor for discussion.

Manager Harrold began the discussion by presenting the proposed revenue neutral budget and stated that the tax rate would be 30.06 cents. The general fund budget for FY21-22 is \$10,808,798, up 6.6% from FY20-21.

Manager Harrold then presented the major changes in each department. Manager Harrold is proposing a Cost of Living Increase of 3%

Governing Board

The only significant change to the Governing Board budget is an increase in the amount given to volunteer organizations, such as Black Mountain Beautification Committee. Friends of Fonta Flora State Trail was added as a recipient of funds in the amount of \$5000.

Administration

Manager Harrold proposed adding a new position to the finance department to administer payroll, and other responsibilities as needed. There is a proposed increase in contract services in order to upgrade the email systems and new phones for Town Hall.

Public Buildings

Insurance costs and Contract Services will increase in FY21-22. There is a solar project at Carver Center planning for FY21-22. Mayor Harris asked the manager to quantify the savings for the Town through the installation of the solar panels.

FY21-22 will be the last year for the debt payment on the Herron St. property.

Planning

There is a decrease in salaries for the Planning Department as the Building Inspector position was filled internally, and combined with the Fire Inspection position. Professional Services will increase in FY21-22 to begin a Unified Development Ordinance.

Capital Outlay for Planning increased to begin work on the I40 pedestrian connections, as well as implementing the Pedestrian and Bike plans.

Police

New items include the consolidation of two part-time positions into one full time position, the increase of Contract Services due to the move to Buncombe County Dispatch. Manager Harrold expects the cost of the dispatch to decrease in time.

Capital Outlay for the Police Department includes two police cars, and renovations to the evidence room.

Fire

There are three new positions budgeted in fire, leading to an increase in salaries. \$70,000 will be appropriated to the Capital Reserve Fund. Capital Outlay includes a vehicle for the deputy chief, a boat replacement, and the emergency signal for Montreat Rd.

Public Services

Manager Harrold is proposing \$500,000 for street paving from Powell Bill. The budget for sanitation will increase due to the cost of maintenance on the sanitation vehicles. The budget also includes new downtown trash cans, and debt payments for the sanitation trucks.

Recreation and Parks

Part-time salaries increased for the Community Garden. Benches for Lake Tomahawk, and restoration of tennis courts are also included.

Manager Harrold also presented the Water and Golf Funds to the Council.

The Council will meet in a special call meeting on June 10, 2021 at 8:30 a.m.

There being no further discussion Mayor Larry B. Harris adjourned the meeting at 10:02 a.m.

ATTEST:

Savannah Parrish, Assistant to Manger/Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021

SUBJECT: Budget Amendment

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5B
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

Within the November 9, 2020 Town Board meeting, Board approved the purchase of an additional rear loader (\$180,000) and an additional scout truck (\$65,000) for the sanitation department. This purchase was funded by a 7 year financing agreement. A budget amendment is needed to recognize the loan funds and the expense of acquiring the equipment.

Budget Impact:

Increase Loan Proceeds-Sanitation	10-00-3920-902	\$245,000.00
Increase Capital Outlay	10-30-5800-730	\$245,000.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: BUDGET AMENDMENT

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.



BUDGET AMENDMENT REQUEST FORM

DATE:

06/24/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3920-902	Loan Proceeds-Sanitation		\$245,000.00
10-30-5800-730	Capital Outlay	\$245,000.00	
Total:		\$245,000.00	\$245,000.00

REASON FOR BUDGET AMENDMENT

Recognize loan proceeds for additional rear loader and additional scout truck. Financing approved by the board within November board meeting

Entered by:

Department Head signature:

Budget Adjustments must be approved by the Department Head before being submitted to Finance

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021

SUBJECT: Addendum of Collection Contract with Buncombe County

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5C
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

On May 13, 2019 the Town of Black Mountain and Buncombe County entered into an agreement for the billing and collection of the Town's Taxes. The funds collected would be deposited into the Town's NCCMT account per the agreement between the Town and the County.

The requested Agreement Addendum provides the ability for the Town Finance Director to request a change to the account to which such monthly deposits are made by the County by giving thirty (30) days advance notice, without additional addendums to the agreement.

Budget Impact:
none

MOTION FOR CONSIDERATION: To approve or deny the Agreement Addendum

ATTACHMENTS: Addendum to Collection Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

ADDENDUM TO COLLECTION AGREEMENT

This Addendum to Collections Agreement made and entered into effective as of the ____ day of July, 2021 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Black Mountain, a North Carolina Municipal Corporation (hereinafter sometimes referred to as "Town");

Witnesseth:

Whereas, effective July 1, 2019 the County and Town entered into an Agreement for County to bill and collect real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and any lien for special assessments made and confirmed by the Town;

Whereas, this Agreement requires County to deposit tax collections to which the Town is entitled into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by weekly electronic transfer on Mondays for the preceding week's receipts;

Whereas, the Town desires to modify this provision and the County desires to accommodate this requests;
and

Whereas, County and Town desire to enter into this Addendum to Collection Agreement.

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

That paragraph 8 of the Agreement is deleted and replaced with the following:

That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into an account identified by the Town Finance Director by monthly electronic transfer for the preceding month's receipts. The Town Finance Director may request to change the account to which such monthly deposits are made by the County by giving thirty (30) days advance notice. The County will make reasonable efforts to accommodate such a request.

That each and every other of the terms and conditions of the Agreement remain in full force and effect except as modified herein.

BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN

TOWN OF BLACK MOUNTAIN

BY: _____
Larry Harris, Mayor

ATTEST:

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires:

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

Name:
Finance Officer

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 12, 2021

SUBJECT: Call for Public Hearing for Text Amendments to add a Minor Subdivision Cooling Off Period
#O-21-11

AGENDA INFORMATION

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

BRIEF SUMMARY: A cooling off period between minor subdivisions helps to prevent circumvention of the requirements of major subdivisions. The proposed amendment would require three years to pass between minor subdivision approvals for the same property. The Planning Board recommended approval of the text amendments as amended by a vote of 7-0 at their June 28, 2021 meeting.

MOTION FOR CONSIDERATION: To call for a public hearing for text amendments to add a minor subdivision cooling off period to be held on Monday, August 9, 2021, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: *Ordinance # O-21-11*

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting on Monday, August 9, 2021, or as soon thereafter as possible.



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, August 9, 2021, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, August 9, 2021, at 6:00 p.m.** in the Council Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to add a minor subdivision cooling off period.

The meeting is open to the public.

Savannah Parrish
Town Clerk

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, Savannah Parrish, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

Posted to the Town Bulletin Board 07/15/2021
Published in the Black Mountain News 07/22/2021 and 07/29/2021

www.townofblackmountain.org

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021**

SUBJECT: Revised Fee Schedule

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5E
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

Revision of the FY21-22 fee schedule previously approved with the 2021-2022 Budget. The revised fee schedule is needed to update fees that were previously stated incorrectly or not included on the original fee schedule. The updated fee schedule will ensure that the appropriate fees are being charged and are clearly stated for citizens and staff.

Included Revisions:

- Update schedule to reflect previously approved water rates and golf fees
- Addition of Motor Vehicle License Tax-this is already an approved tax but never stated on fee schedule
- Update of Police Department Off-Duty Officer/Vehicle Fees-these services are now outsourced to a 3rd part
- Update of Parks and Recreation fee schedule. The rates and fees listed were for prior year
- Addition of Planning and Development (including building inspections) technology fee
- Addition of Paving Cut, Sprinkler Installation, Irrigation Installation, and Sanitation Bulk pick-up fees that were previously not listed

MOTION FOR CONSIDERATION: To approve or deny the revised fee schedule.

ATTACHMENTS: Revised Fee Schedule

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

ADMINISTRATION

Copies

B/W, single sided, legal or letter per page	\$0.02
B/W, double sided, legal or letter per page	\$0.03
Color, single sided, legal or letter per page/side	\$0.09

Public Records (includes sections out of ordinance)

FINANCE

General

Returned Check Fee	\$35.00
Motor Vehicle License Tax	\$5.00

Beer and Wine License*

Beer License-On Premises	\$15.00
Beer License-Off Premises	\$5.00
Wine License-On Premises	\$15.00
Wine License-Off Premises	\$10.00
Wholesale Dealers License-Beer Only	\$37.50
Wholesale Dealers License-Wine Only	\$37.50
Wholesale Dealers License- Beer & Wine	\$62.50

**In accordance with G.S. 105-113.77 and G.S. 105-113.79 If a business has multiple locations in one county or city, that business will need to obtain separate ABC licenses for each location. City beer and wine taxes must increase by 10% for each additional license of the same type issued to the same taxpayer for use at a separate location. Furthermore, G.S. 105-236 applies penalties for failure to pay for and obtain local beer and wine license taxes. Operating a business without the required privilege license triggers a monthly penalty of 5 % of the applicable privilege license tax, up to a total of 25 %. Failure to pay the required tax triggers a separate 10% penalty. These violations are also Class 1 misdemeanors*

FIRE DEPARTMENT

	Black Mountain	Montreat
General		
ABC Inspections	\$100.00	\$110.00
Outdoor Event Fire Inspection/ 200 Sq Ft Onsite Cooking	\$75.00	\$75.00
Violations		
Illegal Burning	\$100.00	\$100.00
Work without permit	\$250.00	\$250.00
Fire Lane	\$100.00	\$100.00
Fire Hydrant	\$100.00	\$100.00
General violation Re-inspection	\$50.00	\$50.00
Repeated False Fire Alarms (3 within a 72 hr window subject to review by the Fire Inspector)	\$150.00	\$150.00
Residential and Rental Inspections		
Carbon Monoxide Detector Inspections	\$25.00	\$28.00
Solid Fuel Inspections	\$25.00	\$28.00
Foster Care	\$25.00	\$28.00
Home Fire Safety	exempt	
Personnel & Apparatus for Events		
Officer/ Supervisor Per Hour-4 hour Minimum	\$50.00	\$50.00
Firefighter/AEMT ALS Per Hour-4 hour Minimum	\$45.00	\$45.00
Firefighter/ EMT Per Hour-4 hour Minimum	\$40.00	\$40.00
Light Duty Vehicle/Support Vehicle/ ATV Per Hour-4 hour Minimum	\$20.00	\$20.00
Fire Engine/ Rescue/ Ladder Truck Per Hour-4 hour Minimum	\$200.00	\$200.00

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

FIRE DEPARTMENT

	Black Mountain	Montreat
Fire Permits		
Automatic Fire Extinguishing Systems	\$100.00	\$110.00
Compressed gas installation	\$100.00	\$110.00
Fire Alarm and Detection Systems and Related Equipment	\$100.00	\$110.00
Fire Pumps and Related Equipment	\$100.00	\$110.00
Flammable and Combustible Liquid Installations	\$100.00	\$110.00
Hazardous Materials	\$100.00	\$110.00
Industrial Ovens	\$100.00	\$110.00
LP Gas	\$100.00	\$110.00
Private Hydrant System	\$100.00	\$110.00
Spraying and Dipping operations	\$100.00	\$110.00
Standpipe Systems	\$100.00	\$110.00
Temporary membrane structures, tents, canopies and air supported Structures	\$50.00	\$55.00
Special events as defined in current ToBM Ordinances	\$100.00	\$110.00
Sprinkler/ Fire Alarm Systems		
Minimum up to 1000 square feet	\$50.00	\$55.00
1,001 – 5,000 square feet	\$100.00	\$110.00
5,001 – 10,000 square feet	\$150.00	\$165.00
10,001 – 25,000 square feet	\$200.00	\$220.00
25,001 – 50,000 square feet	\$250.00	\$275.00
50,001 – 100,000 square feet	\$300.00	\$330.00
100,001 – 200,000 square feet	\$350.00	\$385.00
Over 200,000 square feet	\$400.00	\$440.00
Annual Fire Inspections		
General		
Minimum up to 1000 square feet	\$50.00	\$55.00
1001 – 5000 square feet	\$100.00	\$110.00
5001 – 10000 square feet	\$150.00	\$165.00
10001 – 25000 square feet	\$200.00	\$220.00
25001 – 50000 square feet	\$250.00	\$275.00
50001 – 100000 square feet	\$300.00	\$330.00
100001 – 200000 square feet	\$350.00	\$385.00
Over 200000 square feet	\$400.00	\$440.00
R-2 occupancies		
1-20 units	\$50.00	\$55.00
21-50 units	\$100.00	\$110.00
51-100 units	\$150.00	\$165.00
101-150 units	\$200.00	\$220.00
151-200 units	\$250.00	\$275.00
201-250 units	\$300.00	\$330.00
251-300 units	\$350.00	\$385.00
Over 300 units	\$400.00	\$440.00

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

GOLF COURSE

	Weekday	Weekend
Green Fees - 18 Holes	\$20.00	\$30.00
Green Fees - 9 Holes	\$12.00	\$15.00
Twilight Green Fees - 18 Holes	\$20.00	\$20.00
Twilight Green Fees -9 Holes	\$10.00	\$10.00
Rack Rates- 18 Holes	\$40.00	\$50.00
Rack Rates - 9 Holes	\$22.00	\$25.00
Twilight Rack Rates -18 Holes	\$30.00	\$30.00
Twilight Rack Rates -9 Holes	\$20.00	\$20.00
Senior Rack Rate - 60+ (weekdays) 18 Holes	\$35.00	N/A

Membership

Special Players Pass**	\$200.00	
Gen X (19-30 yrs) **	\$600.00	
Individual 7 Day**	\$1,200.00	
Family 7 Day**	\$1,750.00	
**Required Riding for Memberships. 7 Day Membership Requires Riding on weekends before noon		
	\$28.00	\$38.00

Cart Rates

18 Hole Cart	\$20.00
9 Hole Cart	\$10.00

**Cart Fee is required on weekdays before 10AM and weekends before 12PM by all players 5/1-9/30. Walking will be allowed anytime 10/1-4/31. Rack Rates includes Green and Cart Fees. Twilight hours begin at 2PM (1PM Winter) daily*

PLANNING AND DEVELOPMENT

General

Copy Charges

Documents-Single Sided	\$0.03
Documents-Double Sided	\$0.05
Town Zoning/Sub-Division Ordinances	\$20.00
B/W Comprehensive Plan	\$2.00
Greenway Master Plan	\$1.00
Assessment of Housing Needs	\$5.00
House Assessment Selected Census Tables	\$2.00

Plotter and Map Copy

8.5" x 11" color map	\$3.00
11" x 17" color map	\$3.00
18" x 24" color map	\$20.00
36" x 48" color map	\$25.00
GIS Print Out 8.5" x 11"	\$1.00 + \$200 for each increment of 5 minutes or less

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

PLANNING AND DEVELOPMENT

Permits and Fees*

General

Technology Fee-All Permits and Fees*	4% of Transaction Total
Special Use Application	\$600.00 + notification
Variance Application	\$600.00 + notification
Conditional Rezoning Application	\$800.00 + notification
Re-zoning Application	\$600.00 + notification
Required Notification-Each	\$7.00
Zoning Permit	\$75.00
Road Closure Application	\$500.00
Exempt Subdivision Review	\$25.00
Subdivision Plat Review (minor)	\$150.00
Subdivision Plat Review (major 11+ lots)	\$1,200.00
Subdivision Plat Review (major, 4-10 lots)	\$600.00
Floodplain Development Permit	\$600.00
Text Amendment to Development Regulations	\$200.00
Certificate of Appropriateness -Historic District	\$50.00
Fence Permit	\$50.00
Recombination plats	\$25.00
Retaining Walls	\$75.00
Site Plan Review (single family or duplex)	No Charge

Sign Permits

Sign Permit Review Fee	\$50.00 + Application fee by type
Free Standing Sign	\$250.00
Temporary Signs-Special Event-Limit of 30 days**	\$25.00
A-Frame Annually	\$50.00
All other regulated signs	\$200.00
Political (Deposit Only)*	\$100.00

**Deposit will be returned ten days after the election if all signs have been removed.*

***Temporary signs, flags, banners, etc.- Not to exceed 50 sq. ft Aggregate area, must be on premise, freestanding or mounted to wall.*

BUILDING INSPECTIONS

Permit and Fees*

Technology Fee-All Permits and Fees*	4% of Transaction Total
ABC License	\$50.00 per trade discipline
Certificate of Occupancy	\$100.00
Day Care Centers	\$50.00 per trade discipline
Demolition Permit (with AQ Permit)	\$75.00
Driveway Permit	\$100.00
Electrical, Mechanical & Plumbing	\$75.00 per trade discipline
Fire Inspection	\$50.00
Grading Permit	\$600.00
Homeowners Recovery Fund**	\$10.00
Modular Office	\$125.00
Moved Home	\$400.00
Re-Inspection Fee	\$75.00
Temporary Structures (tents, etc.) 400 sq ft or greater	\$150.00

Fire Construction Plan Review

	Black Mountain	Montreat
Commercial Kitchen Hood Suppression Systems	\$100.00	\$110.00
Explosives and Fireworks	\$100.00	\$110.00
Petroleum tanks and appurtenances	\$100.00	\$110.00

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

BUILDING INSPECTIONS

Inspection Fees*

NON-RESIDENTIAL FEES

New Construction & Remodel-up to \$1,000,000	\$150.00 or \$50.00 + 5.00 per each 1,000 of gross project cost value whichever is greater	
Clean-up Fee (refundable)*		\$300

RESIDENTIAL FEES

New Construction *

Site Built Homes		\$66.00
Manufactured Homes		\$44.00
Covered Unheated		\$30.00
Porches, Decks, etc.		\$22.00
Concrete Slabs, Walks, etc.		\$2.00

**fees are based on sq. footage x amount per sq. ft. x .0085*

Remodel & Renovation**

0-\$999.99		\$20.00
\$1,000 - \$1,999.99		\$25.00
\$2,000 - \$4,999.99		\$30.00
\$5,000 or more		.0085

***fees are based on estimated project cost*

Electrical, Mechanical & Plumbing	\$75.00 per inspection, per trade discipline	
Mechanical/Electrical Change out		\$100.00
Clean-up Fee (refundable)*		\$100.00

**Clean-up fee is refunded to the applicant upon final inspection, all construction materials removed, final grading and stabilization is completed.*

POLICE DEPARTMENT

General

Precious Metals Dealer Annual Fee	\$180.00
Precious Metals Dealer -Special Occasion	\$180.00
Precious Metals Employee	\$10.00
Precious Metals Employee Renewal	\$3.00
ABC License Fee	\$50.00

Off-Duty Officer/Vehicle

Off Duty Management Inc
Responsible for Scheduling and Rates

Civil Fines & Penalties

Parking Violations	\$50.00
Fire Lane Violation	\$50.00
Fire Hydrant Violation	\$50.00
Loading Zone Violation	\$50.00
Handicapped Parking Violation	\$250.00
Nuisance Alarms	\$75.00

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

PARKS & RECREATION

Rental

	Non-Profit		Public		Employee
	Resident	Non-Resident	Resident	Non-Resident	
Alcohol fee of \$50.00 NON-REFUNDABLE on Rentals					
Lakeview Clubhouse					
120 Max--Deposit:	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00
Monday-Thursday Rental	\$ 180.00	\$ 240.00	\$ 200.00	\$ 260.00	\$ 160.00
Friday - Sunday Rental	\$ 300.00	\$ 360.00	\$ 360.00	\$ 420.00	\$ 220.00
Lakeview Downstairs					
50-60 Max--Deposit:	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00
Monday-Thursday Rental	\$ 140.00	\$ 180.00	\$ 160.00	\$ 200.00	\$ 140.00
Friday-Sunday Rental	\$ 240.00	\$ 280.00	\$ 260.00	\$ 320.00	\$ 180.00
Lake Tomahawk Picnic Pavilion					
Deposit:	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Full Day Rental	\$ 30.00	\$ 60.00	\$ 60.00	\$ 100.00	\$ 25.00
Half Day Rental 9am-3pm & 3:30pm-9:00pm	\$ 15.00	\$ 30.00	\$ 30.00	\$ 50.00	\$ 15.00
Gazebo					
Deposit:	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ -
Daily Rental	\$ 10.00	\$ 20.00	\$ 20.00	\$ 30.00	\$ 10.00
Wedding Package					
Please contact the Parks & Recreation Department for Further Details					
Deposit					\$200.00
Rental (Please contact Parks and Rec regarding specifics)					\$860.00
Alcohol Permit Required (Beer, Wine, and Champagne Only)					

Rental

	Non-Profit		Public		Employee	
	<i>Resident</i>	<i>Non-Resident</i>	<i>Resident</i>	<i>Non-Resident</i>		
Swimming Pool (40 people)						
Friday-Sunday 6:15-8:15pm only	\$ 145.00	\$ 205.00	\$ 185.00	\$ 245.00	\$ 100.00	
Lifeguards mandatory over 40 people	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Grey Eagle						
Deposit:	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	
Building & Field Per Hour	\$ 20.00	\$ 40.00	\$ 40.00	\$ 60.00	\$ 20.00	
Veterans Park						
<i>Picnic Pavilion</i>						
Deposit:	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	
Full Day 9 AM-9 PM	\$ 20.00	\$ 40.00	\$ 40.00	\$ 60.00	\$ 20.00	
Half Day Rental 9am-3pm/3:30pm-8:00pm	\$ 10.00	\$ 20.00	\$ 20.00	\$ 30.00	\$ 10.00	
<i>Ballfield</i>						
Ballfield(each)	\$ 100.00	\$ 140.00	\$ 120.00	\$ 160.00	\$ 100.00	
Lights (each Field) Per Hour	\$ 20.00	\$ 40.00	\$ 20.00	\$ 40.00	\$ 20.00	
Press Box	\$ 40.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 60.00	
Consession Stand	\$ 60.00	\$ 80.00	\$ 80.00	\$ 100.00	\$ 40.00	

Deposit and rental contract are required to make a reservation. Deposits are refundable as long as all of the terms of the contract are met. Cancellations made within 10 business days will receive half of their deposit refund. Proof of address (drivers license, utility bill etc.) must be provided in order to receive resident rates.

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

PARKS & RECREATION

Activities

Community Garden Plots

Half Plot	\$	20.00
Full Plot	\$	35.00

Youth Sports

Youth Flag Football	\$	65.00
Youth Basketball	\$	65.00
Youth Swim League	\$	60.00
Youth Tennis Clinics	\$	30.00
Youth Indoor Soccer	\$	65.00

Camp

Half Day Sports Camp	\$	60.00
Summer Camp per Week	\$	180.00

Aquatics

	Resident	Non-Resident	Employees
Pool Daily Entry Fee	\$ 3.00	\$ 4.00	\$ -
Multiple Entry Pass (10 Visits)	\$ 25.00	\$ 35.00	\$ -
Season Pool Pass - INDIVIDUAL	\$ 75.00	\$ 95.00	\$ 20.00
Season Pool Pass - FAMILY (up to 5)	\$ 150.00	\$ 170.00	\$ 30.00
Additional Family Members over 5-Per Person	\$ 25.00	\$ 25.00	\$ 10.00
Swim Lessons per session	\$ 40.00		

SAFETY & LIABILITY

*No persons under the age of thirteen (13) years
old will be allowed in the pool area unless
accompanied by a responsible person, eighteen (18) years of age or older.*

UTILITIES

Water

Fees

Connection fee	\$25.00
Deposit with verified SSN or FEIN	\$100.00
Deposit without verified SSN or FEIN	\$200.00
Deposit and overpayments will only be refunded for amounts over \$5.00	
Late Fee	\$10.00 or 5% of account balance whichever is greater
Bond Fee	\$2.82
Credit Card Convenience Fee	\$3.95
Replacement of removed meter due to usage after non-payment disconnect	\$75.00
Premise Visit-1st visit no charge	\$40.00
Utility non-payment fee	\$60.00
Hydrant Water Meter Deposit (50.00 non refundable + 450.00 refundable)	\$500.00
Hydrant Water Meter Usage	Based on Water Rate
Illegal Use of Fire Hydrant/Tamper Fee	\$500+ Damages
Relocate Meter/Box	Cost + 10%
Boring fee	\$400.00
Meter/Box Replacement Fee	Cost + 10%
Meter/Box Tampering Fee	\$500.00 each offense
Sprinkler Installation	Cost + 10%
Paving Cut	\$200-\$500

Town of Black Mountain

Schedule of Fees and Rates

Fiscal Year 2021-2022

UTILITIES

Water and Sewer

	InTown Limits	OutTown Limits
Rates		
Water Consumption Rate (per 1000 gallons)	\$7.51	\$12.23
Base Water Utility Charge	\$4.29	\$4.29
Sewer Services provided by Metropolitan Sewage District. Rates are published on their website at www.msdbc.org		

Taps and Connections

Connection fee		See Water Fees
Deposit required		See Water Fees
3/4" Water Tap	\$800.00	\$1,200.00
1" Water Tap	\$1,000.00	\$1,500.00
1 1/2" Water Tap	\$2,000.00	\$3,000.00
2" Water Tap	\$2,500.00	\$3,750.00
4" Water Tap	\$8,000.00	\$12,000.00
6" Water Tap	\$16,000.00	\$24,000.00
Irrigation Installation	Subject to all applicable Tap and Connection Fees	
System Development Fee		Rate Varies

System development fees are assessed to water customers for their use of water system capacity and serve as an equitable method by which to recover up-front system costs from those using the water capacity. North Carolina General Statute §162A, Article 8 provides the uniform authority to implement system development fees for public water systems in North Carolina. Revenues from this fee are set aside in a capital reserve fund, per NCGS §162A Article 8.

Sanitation

Bulk Pick Up	1 free monthly
Additional Bulk Pick up per item	\$25.00
White Goods	no charge
TV Pick Up	\$10.00

Stormwater

General

Late Fee on Stormwater Fee	5.00 or 10% whichever is larger
----------------------------	---------------------------------

Monthly Fee

Tier 1- Residential minimal impact	\$6.00
Tier 2- Commerical and Institutional moderate impact	\$20.00
Tier 3- Undeveloped	\$0.00
Tier 4- Exempt Government Properties	\$0.00
Tier 5- Industrial heavy impact	\$100.00

Permits

Disturbed acreage up to 3 acres	\$750.00 + Engineer Fee
Disturbed acreage greater than 3 acres	\$1200.00 + Engineer Fee
Engineer Fee	\$150.00 minimum

Stormwater Fee is charged to residents and businesses to fund the Town's federally mandated stormwater management program.

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021**

SUBJECT: Budget Amendment

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5F
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

A budget amendment is needed to recognize the Insurance Proceeds and Expenses incurred for the repair of a Police Dept Vehicle.

Budget Impact:

Increase Insurance Proceeds	10-00-3840-800	\$11,206.00
Increase M&R Auto	10-10-5100-170	\$11,206.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: BUDGET AMENDMENT

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.



BUDGET AMENDMENT REQUEST FORM

DATE:

06/25/21

BUDGET AMEND #

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3840-800	Insurance Proceeds		\$11,206.00
10-10-5100-170	M&R Auto	\$11,206.00	
Total:		\$11,206.00	\$11,206.00

REASON FOR BUDGET AMENDMENT

Budget Amendment to Recognize Insurance proceeds for PD vehicle repairs

Entered by:

Department Head signature:

Danny Heland

Budget Adjustments must be approved by the Department Head before being submitted to Finance

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021**

SUBJECT: Budget Amendment

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5G
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

A budget amendment is needed to recognize the Reimbursement from The Settings for the repair of the booster station.

Budget Impact:

Increase Reimbursement Revenue	30-91-3810-105	\$28,264.00
Increase Reimbursable Expense	30-91-8100-370	\$28,264.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: BUDGET AMENDMENT

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.



BUDGET AMENDMENT REQUEST FORM

DATE:

06/25/21

BUDGET AMEND #

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
30-91-3810-105	Reimbursements		\$28,264.00
30-91-8100-370	Reimbursable Expense	\$28,264.00	
Total:		\$28,264.00	\$28,264.00

REASON FOR BUDGET AMENDMENT

Budget Amendment to Recognize Revenue to be received from The Settings for repair of Booster Station

Entered by:

Department Head signature:

Budget Adjustments must be approved by the Department Head before being submitted to Finance

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 12, 2021

SUBJECT: Building Inspections Interlocal Agreement with Buncombe County

AGENDA INFORMATION

Agenda Location:	CONSENT
Item Number:	5H
Department:	Planning and Development Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY:

This is an updated interlocal agreement with Buncombe County to provide building inspection services on an as needed basis. The fee has increased from \$40 to \$80 per inspection provided.

MOTION FOR CONSIDERATION: Approve as presented.

FUNDING SOURCE: Local and STBG/FHWA

ATTACHMENTS: Draft agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT
Between
BUNCOMBE COUNTY
And
THE TOWN OF BLACK MOUNTAIN
For
BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is dated the _____ of _____, 20____ (the “Agreement”), and is between the **BUNCOMBE COUNTY** (“Buncombe County”), a body politic and corporate organized and existing under the laws of the state of North Carolina and the **TOWN OF BLACK MOUNTAIN** (“Town of Black Mountain”), a political subdivision of the State of North Carolina a municipal corporation chartered and operating under the laws of the State of North Carolina (hereinafter, collectively, the “Parties”).

WITNESSETH:

WHEREAS, from time to time, it may become necessary for the Town of Black Mountain to request building inspection services from Buncombe County; and

WHEREAS, Buncombe County is willing to perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Black Mountain on an as-needed basis and upon request of the Town’s Building, Planning, and/or Zoning Department staff subject to the terms and conditions set forth herein; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
RECITALS and PURPOSE

1.01 Recitals

The Recitals are incorporated into this Agreement.

1.02 Purpose

The purpose of this agreement is to establish the terms and conditions under which the Town of Black Mountain may request building inspection services from Buncombe County. This will allow, among other things, the Town of Black Mountain to continue the building inspections and permitting process should the Town’s building inspector be unavailable. This Memorandum of

Agreement updates and replaces any prior building inspection services agreements between Buncombe County Permits and Inspections Department and the Town of Black Mountain.

ARTICLE II

TERM, AMENDMENT, and TERMINATION

3.01 Term. This Agreement shall become effective upon the properly authorized execution of the Agreement by both Parties and shall continue until superseded or terminated by either Party (“Term”).

3.02 Amendment. This Agreement may only be amended by a writing signed by the Parties. To propose an amendment to Agreement either Party may submit the proposed amendment and the reasons for the proposed amendment in writing to the other Party per the Notice provisions in this Article II. If the Parties agree to the proposed amendment, a written amendment to Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

3.03 Disputes. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. If any such dispute cannot be informally resolved, then such dispute shall be resolved as provided in 7.08.

3.04 Termination. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days written notice to the other Party per the Notice provisions in this Article II.

3.05 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Buncombe County: Buncombe County Permits and Inspections Director
30 Valley Street
Asheville, NC 28801.

For Town of Black Mountain: Town of Black Mountain Permits and Inspections Director
106 Montreat Road
Black Mountain, NC 28711

3.06 Prior Agreements Superseded. Upon the execution and delivery of this Agreement, this Agreement shall supersede any and all prior agreements, if any, and shall constitute the definitive Agreement between the Parties regarding all matters relating to the undertaking.

3.07 Survive Termination. Those obligations concerning enforcement of warranties and representations which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

3.08 Responsibilities of the Parties.

a. Buncombe County agrees to:

1. Perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Black Mountain on an as-needed basis within twenty four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the Town of Black Mountain.
2. Promptly invoice the Town of Black Mountain for each inspection performed pursuant to this Agreement. Such an invoice shall include the type of inspection performed, the date of inspection, the fee and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

b. The Town of Black Mountain agrees to:

1. Pay Buncombe County the rate contained in Buncombe County's fee schedule inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Black Mountain under this Agreement, for each inspection conducted pursuant to this Agreement.
2. The Town of Black Mountain agrees to remit payment to the Buncombe County Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

ARTICLE V

EXHIBITS AND RELATED DOCUMENTS

6.01 Exhibits

The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

- A. Exhibit "A" Buncombe County's Current fee schedule for inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Black Mountain under this Agreement

6.02 Related Documents. The Parties acknowledge that the Indenture must be finalized and shall be executed as soon as reasonably possible and in no event later than the creation of the Trust.

ARTICLE VI

OTHER PROVISIONS

7.01 No Third Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

7.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

7.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Buncombe County, North Carolina.

7.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

7.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

7.08 Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Buncombe County, North Carolina.

7.09 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

7.10 Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina.

7.11 Assignment. No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

7.12 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

7.13 Execution in Counterparts/Electronic Version of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

7.16 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

7.17 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

7.18 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

7.19 Authority to Inspect. The Parties authorize their respective permits and inspections directors to conduct inspections according to their statutory powers and internal policies and to execute such documents necessary to effect the spirit and intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

{Signature Page Follows}

BUNCOMBE COUNTY, NORTH CAROLINA By: _____ County Manager Buncombe County, North Carolina	This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Finance Officer Buncombe County, North Carolina
ATTEST: By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina [Seal]	This instrument is approved as to form and legal sufficiency. _____ County Attorney/County Staff Attorney Buncombe County, North Carolina
TOWN OF BLACK MOUNTAIN, NORTH CAROLINA By: _____ Town Manager	This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Town Finance Director Black Mountain, North Carolina
ATTEST: By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina [Seal]	This instrument is approved as to form and legal sufficiency. _____ Town Attorney Black Mountain, North Carolina

EXHIBIT A

Buncombe County's Current Fee Schedule for Inspections



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: July 12th, 2021

SUBJECT: CARES Act Special Revenue Project Fund Ordinance and Inter-local Agreement with Buncombe County for distribution of funds.

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5I
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

The federal government passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020. The Act provides funding to cover COVID-19 expenses for the public health emergency that were not budgeted as of March 27, 2020 and are incurred between March 1, 2020 and December 30, 2020. The funds provided by the Act are intended to help state and local governments cover costs directly associated with the emergency. On July 1, 2020 Governor Cooper signed Session Law 2020-80 which appropriated additional Federal Coronavirus Relief Funds to the counties of the state. This law also mandated that counties offer of minimum of 25% of their total allocation of the funds to municipalities.

The Town of Black Mountain share of the funds received by the County is \$94,177. East Buncombe Fire District share of the funds received is \$28,779. In addition, the Town and the Fire District was required to submit a plan of how to spend the funds to the County by September 1, or return the funds to the county for use by the county or redistribution to other municipalities within the county.

Based on NC General Statute 159-26(b)(2) and GASB Statement 54, CARES Act funds should be budgeted and accounted for in a special revenue fund. All funds that are unspent as of December 30, 2020 must be returned to the U.S. Department of Treasury. Municipal use of the funds is

restricted to specific public health emergency used indicated as set forth in section 60 I (d) of the Social Security Act.

MOTION FOR CONSIDERATION: Council to accept the funds distributed from Buncombe County and approval of the CARES Act Special Revenue Project Fund.

ATTACHMENTS: Ordinance and Buncombe County

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.



Ordinance :O-21-12

Town of Black Mountain CARES ACT Special Revenue Project Fund Ordinance

WHEREAS, The Local Government Budget and Fiscal Control Act provides alternative budget methods to account for capital or grant projects. A local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; and the following Special Revenue Project Fund Ordinance is hereby adopted as follows:

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) on March 27, 2020 to provide funding to cover COVID-19 expenses for the public health emergency intended to help state and local governments cover costs directly associated with the emergency, and

WHEREAS, in response to the devastating impacts of the Coronavirus (COVID-19) pandemic, Governor Roy Cooper signed into law House Bill 1043 (Session Law 2020-4) on May 4, 2020 appropriating funds for COVID-19 recovery funding and establishing the Coronavirus Relief Fund, and

WHEREAS, on July 1, 2020, the Governor signed Session Law 2020-80 appropriating additional Coronavirus Relief Funds to counties and requiring counties to allocate twenty-five percent of the total funds to municipalities within the counties for eligible Covid related expenses, and

WHEREAS, on June 16, 2020 Buncombe County entered into an agreement with the Town of Black Mountain detailing the Town's and the East Buncombe Fire District's calculated allocation from the Coronavirus Relief Fund amounts.

Now Therefore, On August 6, 2020 the town was notified of a modification in the agreement increasing the maximum amount of the contracts with Buncombe County. A total maximum distributed amount of \$94,177.00 to be disbursed to the Town of Black Mountain and a total maximum distributed amount of \$28,799.00 to be disbursed to the East Buncombe Fire District, and

THEREFORE BE IT ORDAINED by the Council of the Town of Black Mountain, North Carolina that the Town accepts the allocation and that the following Special Revenue Project Budget Ordinance for associated revenues and expenditures be adopted as follows:

Section 1. The following anticipated Revenues are hereby adopted for the CARES Act Special Revenue Project Fund:

Town of Black Mountain

<u>Project/Fund Name</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Revenue Amount</u>
CARES ACT	48-00-4000-300	Grant Revenue	\$94,177.00

East Buncombe Fire District

<u>Project/Fund Name</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Revenue Amount</u>
CARES ACT	48-00-5300-300	Grant Revenue	\$28,779.00

Section 2. The following anticipated appropriations are hereby adopted for the CARES Act Special Revenue Project Fund:

Town of Black Mountain

<u>Project/Fund Name</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Expenditure Amount</u>
CARES ACT	48-00-4000-380	Non-Capital Equipment	\$7,672.71
CARES ACT	48-00-4000-510	Capital Outlay-Equipment	\$63,164.10
CARES ACT	48-00-4000-330	Supplies and Materials	\$2,980.21
CARES ACT	48-00-4000-150	M&R Buildings	\$20,359.98
Total Expenses			\$94,177.00

East Buncombe Fire District

<u>Project/Fund Name</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Expenditure Amount</u>
CARES ACT	48-00-5300-020	Salary and Wages-East Buncombe Fire District	\$23,725.50
CARES ACT	48-00-5300-380	Non-Capital Equipment	\$3,299.62
CARES ACT	48-00-5300-330	Supplies and Materials	\$1,295.03
CARES ACT	48-00-5300-300	Mileage	\$458.85
Total Expenses			\$28,779.00

Section 3. The Finance Director is hereby directed to maintain within the Special Revenue project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable

Section 4. Copies of this grant project ordinance shall be furnished to the Town Clerk, the Town Manager and the Finance Director for the direction in carrying out this project.

Section 5. Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include in the budget, information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized by project ordinance during the budget year and also include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

Duly adopted by the Town Council of Black Mountain on this the 12th day of July, 2021.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Modification of Agreement
Coronavirus Relief Funds

WITNESSETH:

This Modification of Agreement is made and entered into effective as of August 6, 2020, by and between Buncombe County, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and East Buncombe Fire District, a North Carolina Fire District organized and existing under the laws of the state of North Carolina (hereinafter referred to as the "Sub-Grantee"), hereinafter, sometime, collectively referred to as the "Parties."

Whereas, on or about June 16, 2020, County and Sub-Grantee did enter into and execute an agreement to/for Coronavirus Relief Funds; and

Whereas, said agreement is attached hereto as "Exhibit A" and referred to herein as the "Agreement;" and

Whereas, Parties now desire to enter into this Modification of Agreement to modify the maximum amount of the contract, include Federal Uniform Guidance, and include Subaward Information Form.

Now Therefore, County and Sub-Grantee, for valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

- Increase the maximum amount of the contract by \$15,246, for an overall total of \$28,779.
- Inclusion of Appendix A – Federal Uniform Guidance
- Inclusion of Appendix B – Subaward Information Form

If there is any conflict between this Amendment and the Lease, the provisions of this Amendment shall prevail.

In Witness Whereof, the Parties have caused the due execution of the foregoing instrument as of the date and year first written above:

County of Buncombe

By: *Avril M. Pinder*
(Signature)
Avril M. Pinder
(Printed Name)
County Manager
(Title)
10/13/20
(Date)

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

Dell P

Buncombe County Chief Financial Officer

Sub-Grantee

By: *David Scott Harris*
(Signature)
DAVID Scott HARRIS
(Printed Name)
Fire Chief
(Title)
Sept 29th 2020
(Date)

Exhibit A
REIMBURSEMENT CONTRACT

NORTH CAROLINA
BUNCOMBE COUNTY

THIS REIMBURSEMENT CONTRACT, made and entered into this 16 day of June 2020, by and between the County of Buncombe, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and East Buncombe Fire District, a North Carolina Fire District organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Sub-Grantee");

WITNESSTH

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Buncombe County totals \$4,499,663.00;

WHEREAS, local municipalities and fire districts have been critical partners in our Emergency Operations Center, and, accordingly, Buncombe County will distribute funds as sub-grants to these entities. The distribution methodology chosen uses the same method that the NC Department of Revenue uses for Sales Tax Allocation which is an ad valorem distribution based on the total taxable value of each entity/district and dividing the total of all entities/districts; and

WHEREAS, the County and Grantee mutually desire to establish the means and method for the allocation of Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the maximum amount of \$13,533 based on the proposed budget submitted by Sub-Grantee as its share of the CRF funding.
3. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:
 - Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter.
- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to:

John Wilson
East Buncombe Fire District
106 Montreat Road
Black Mountain, NC 28711
john.wilson@townofblackmountain.org

If to the County, to:

Rachael Nygaard
Strategic Partnerships Director
200 College Street, Suite 300
Asheville, NC 28801
rachael.nygaard@buncombecounty.org

With copy to:

Michael C. Frue
Buncombe County
Senior Staff Attorney
200 College Street, First Floor
Asheville, NC 28801

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Sub-Grantee's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Sub-Grantee or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Sub-Grantee prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Sub-Grantee (and, to the extent possible, give Sub-Grantee the opportunity to contest any disclosure of information or records Sub-Grantee believes should not be disclosed) before making any such disclosure.

E-Verify. Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Counterparts. The individual signatories below have the expressed and implied authority

on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursement Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

East Buncombe Fire District

County of Buncombe

By DAVID Scott HARDER By Rachael Nygaard
David Scott Harder County Manager *designee*
Fire Chief

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

D. P. L.
Buncombe County Chief Financial Officer

Appendix A Federal Uniform Guidance

Federal Uniform Guidance:¹ This contract shall follow the requirements under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. During the performance of this contract, the contractor agrees as follows:

I. Equal Employment Opportunity

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

¹ Terms modeled on the FEMA Contract Provisions Template Available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf. (Last visited March 31, 2020)

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Davis-Bacon Act²

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

III. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

² All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

IV. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

V. Clean Air Act and the Federal Water Pollution Control Act³

³ This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

(1) Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VI. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VII. Additional FEMA Requirements

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends and the Parties agree to the following:

(1) Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Appendix B
Subaward Information form

Subrecipient Name:	East Buncombe Fire District
Subrecipient Employer Identification Number (EIN):	566001182
Subrecipient D-U-N-S Number:	832626659
Federal Award Identification Number: (FAIN)	
Federal Award Date: (Date of award to Buncombe County by the Federal agency)	May 7, 2020
Subaward Period of Performance: (Start and end date)	June 16, 2020 through December 30, 2020
Amount of Federal Funds Obligated by this Action: (by Buncombe County to the subrecipient)	\$28,779
Total Amount of Federal Funds Obligated to the Subrecipient by Buncombe County:	\$28,779
Federal Award Project Description (Responsive to the Federal Funding Accountability and Transparency Act or FFATA)	Coronavirus Relief Funds (CRF).
Name of Federal Awarding Agency:	US Treasury via the North Carolina Pandemic Recovery Office
Name of Pass-Through Entity:	Buncombe County
Name & Contact Information for Federal Awarding Official:	Richard Delmer Deputy Inspector General
Name & Contact Information for Buncombe County Project Director:	Rachael Nygaard 828.250.6536 Rachael.Nygaard@BuncombeCounty.org
CFDA Number and Name:	CFDA 21.019
Identification of whether subaward is R&D: (Research and development activities)	No
Indirect cost rate for the Federal award: (including if the de minimis rate charged per § 200.414 Indirect (F&A) costs) – if applicable	N/A

WITNESSETH:

This Modification of Agreement is made and entered into effective as of August 6, 2020, by and between Buncombe County, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Black Mountain, a North Carolina Municipality organized and existing under the laws of the state of North Carolina (hereinafter referred to as the "Sub-Grantee"), hereinafter, sometime, collectively referred to as the "Parties."

Whereas, on or about June 16, 2020, County and Sub-Grantee did enter into and execute an agreement to/for Coronavirus Relief Funds; and

Whereas, said agreement is attached hereto as "Exhibit A" and referred to herein as the "Agreement;" and

Whereas, Parties now desire to enter into this Modification of Agreement to modify the maximum amount of the contract, include Federal Uniform Guidance, and include Subaward Information Form.

Now Therefore, County and Sub-Grantee, for valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

- Increase the maximum amount of the contract by \$42,817, for an overall total of \$94,177.
- Inclusion of Appendix A – Federal Uniform Guidance
- Inclusion of Appendix B – Subaward Information Form

If there is any conflict between this Amendment and the Lease, the provisions of this Amendment shall prevail.

In Witness Whereof, the Parties have caused the due execution of the foregoing instrument as of the date and year first written above:

County of Buncombe

By: 
(Signature)
Avril M. Pinder
(Printed Name)
County Manager
(Title)
10/20/20
(Date)

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


Buncombe County Chief Financial Officer

Sub-Grantee

By: 
(Signature)
Josh Harrold
(Printed Name)
Town Manager
(Title)
10/8/2020
(Date)

Exhibit A
REIMBURSEMENT CONTRACT

NORTH CAROLINA
BUNCOMBE COUNTY

THIS REIMBURSEMENT CONTRACT, made and entered into this 16 day of June 2020, by and between the County of Buncombe, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Town of Black Mountain, a North Carolina Municipality organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Sub-Grantee");

WITNESSTH

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Buncombe County totals \$4,499,663.00;

WHEREAS, local municipalities and fire districts have been critical partners in our Emergency Operations Center, and, accordingly, Buncombe County will distribute funds as sub-grants to these entities. The distribution methodology chosen uses the same method that the NC Department of Revenue uses for Sales Tax Allocation which is an ad valorem distribution based on the total taxable value of each entity/district and dividing the total of all entities/districts; and

WHEREAS, the County and Grantee mutually desire to establish the means and method for the allocation of Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the maximum amount of \$51,360 based on the proposed budget submitted by Sub-Grantee as its share of the CRF funding.
3. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:
 - Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

- Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the budget proposal submitted to County by Sub-Grantee;
- Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
- County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act."

4. Reimbursement Process. Sub-grantee shall submit reimbursement requests to the county by the 15th of each month in order to be processed for that cycle. Reimbursement requests shall include a detailed accounting and detailed documentation for each expense. Following receipt of the report and certification requesting reimbursement of the Sub-Grantee the County shall review for compliance. County will notify Sub-Grantee of its approval or denial within thirty (30) days of receipt of Certification and request for reimbursement. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies.

Approved reimbursements will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

5. Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Grantee for uses in violation of CRF shall be repaid by Sub-Grantee to the County upon demand.

6. Maintain Records. The Sub-Grantee shall maintain records documenting each expenditure that is subject for reimbursement under CRF and will provide that documentation to the County upon request or make such documentation available should there be an audit of expenditures of these CARES Act sub-grant funds.

7. Failure to make Timely Reimbursement Requests. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Grantee's most recently approved budget as of March 27, 2020. Qualifying requests for reimbursements of sub-grant funds must be delivered to Buncombe County by not later than the 15th of each month within the contract period. Any portion of the maximum amount of sub-grant funds listed as available for reimbursement uses by Sub-Grantee that are not properly and timely requested for disbursement by Sub-Grantee shall be retained by Buncombe County and may be expended by Buncombe County for any CARES Act eligible expenses as determined in its sole discretion.

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter.
- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to:

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

If to the County, to:

Rachael Nygaard
Strategic Partnerships Director
200 College Street, Suite 300
Asheville, NC 28801
rachael.nygaard@buncombecounty.org

With copy to:

Michael C. Frue
Buncombe County
Senior Staff Attorney
200 College Street, First Floor
Asheville, NC 28801

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Sub-Grantee's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Sub-Grantee or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Sub-Grantee prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Sub-Grantee (and, to the extent possible, give Sub-Grantee the opportunity to contest any disclosure of information or records Sub-Grantee believes should not be disclosed) before making any such disclosure.

E-Verify. Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors

Counterparts. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

Town of Black Mountain

By Jahlan
Town Manager
6/19/2020

By Avril M. Puder 7/13/20
County Manager

Appendix A

Federal Uniform Guidance

Federal Uniform Guidance:¹ This contract shall follow the requirements under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. During the performance of this contract, the contractor agrees as follows:

I. Equal Employment Opportunity

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

¹ Terms modeled on the FEMA Contract Provisions Template Available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf. (Last visited March 31, 2020)

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Davis-Bacon Act²

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

III. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

² All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

IV. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

V. Clean Air Act and the Federal Water Pollution Control Act³

³ This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

(1) Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VI. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VII. Additional FEMA Requirements

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends and the Parties agree to the following:

(1) Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Appendix B
Subaward Information form

Subrecipient Name:	Town of Black Mountain
Subrecipient Employer Identification Number (EIN):	56-6001182
Subrecipient D-U-N-S Number:	089148175
Federal Award Identification Number: (FAIN)	
Federal Award Date: (Date of award to Buncombe County by the Federal agency)	May 7, 2020
Subaward Period of Performance: (Start and end date)	June 16, 2020 through December 30, 2020
Amount of Federal Funds Obligated by this Action: (by Buncombe County to the subrecipient)	\$94,177
Total Amount of Federal Funds Obligated to the Subrecipient by Buncombe County:	\$94,177
Federal Award Project Description (Responsive to the Federal Funding Accountability and Transparency Act or FFATA)	Coronavirus Relief Funds (CRF).
Name of Federal Awarding Agency:	US Treasury via the North Carolina Pandemic Recovery Office
Name of Pass-Through Entity:	Buncombe County
Name & Contact Information for Federal Awarding Official:	Richard Delmer Deputy Inspector General
Name & Contact Information for Buncombe County Project Director:	Rachael Nygaard 828.250.6536 Rachael.Nygaard@BuncombeCounty.org
CFDA Number and Name:	CFDA 21.019
Identification of whether subaward is R&D: (Research and development activities)	No
Indirect cost rate for the Federal award: (including if the de minimis rate charged per § 200.414 Indirect (F&A) costs) – if applicable	N/A

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12th, 2021**

SUBJECT: Budget Amendment Riverwalk Greenway

AGENDA INFORMATION

Agenda Location: CONSENT AGENDA
Item Number: 5J
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

Recognize Buncombe County contribution of funds to the Riverwalk Greenway project within FY20 and FY21

Budget Impact:

Increase Contribution from Buncombe County	64-00-3915-936	\$267,000.00
Increase Professional Services	64-00-5400-040	\$267,000.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.



BUDGET AMENDMENT REQUEST FORM

DATE:

06/30/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
64-00-3915-936	Contribution from Buncombe County		\$267,000.00
64-00-5400-040	Professional Services	\$267,000.00	
Total:		\$267,000.00	\$267,000.00

REASON FOR BUDGET AMENDMENT

Recognize Riverwalk Greenway Contribution from Buncombe County for FY20 and FY21

Entered by:

Department Head signature:

Budget Adjustments must be approved by the Department Head before being submitted to Finance

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 12, 2021

SUBJECT: Greenway alignment and funding updates.

AGENDA INFORMATION

Agenda Location:	OLD BUSINESS
Item Number:	7A
Department:	Planning and Development Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY:

Greenway Updates:

1. The Greenway Commission has voted to recommend that Town Council enter into an encroachment agreement with NCDOT to paint the interior of the ped connection under I-40 white.
2. Staff has prepared a “no-build” package for NCDOT. This formally acknowledges the town is not moving forward with the original alignment due to the inability to meet the no-rise on structure conditions. It also formally acknowledges the town will not pursue purchasing the nearly \$1.4 million dollars in property impacted by the rise in order to pursue the alignment.
3. Staff is seeking vote for alignment endpoints.
4. Staff is seeking vote for funding endpoints of the federally funded sections in order to amend the STIP.

MOTION FOR CONSIDERATION:

1. To direct staff to begin/not begin the encroachment process and paint the tunnel white.
2. To submit the “no-build” package for the eastern section of the greenway project to Black Mountain Avenue in order to move forward with a new alignment.
3. Project endpoints (from presented options).
4. Federal funding endpoints (from presented options).

FUNDING SOURCE: Local and STBG/FHWA

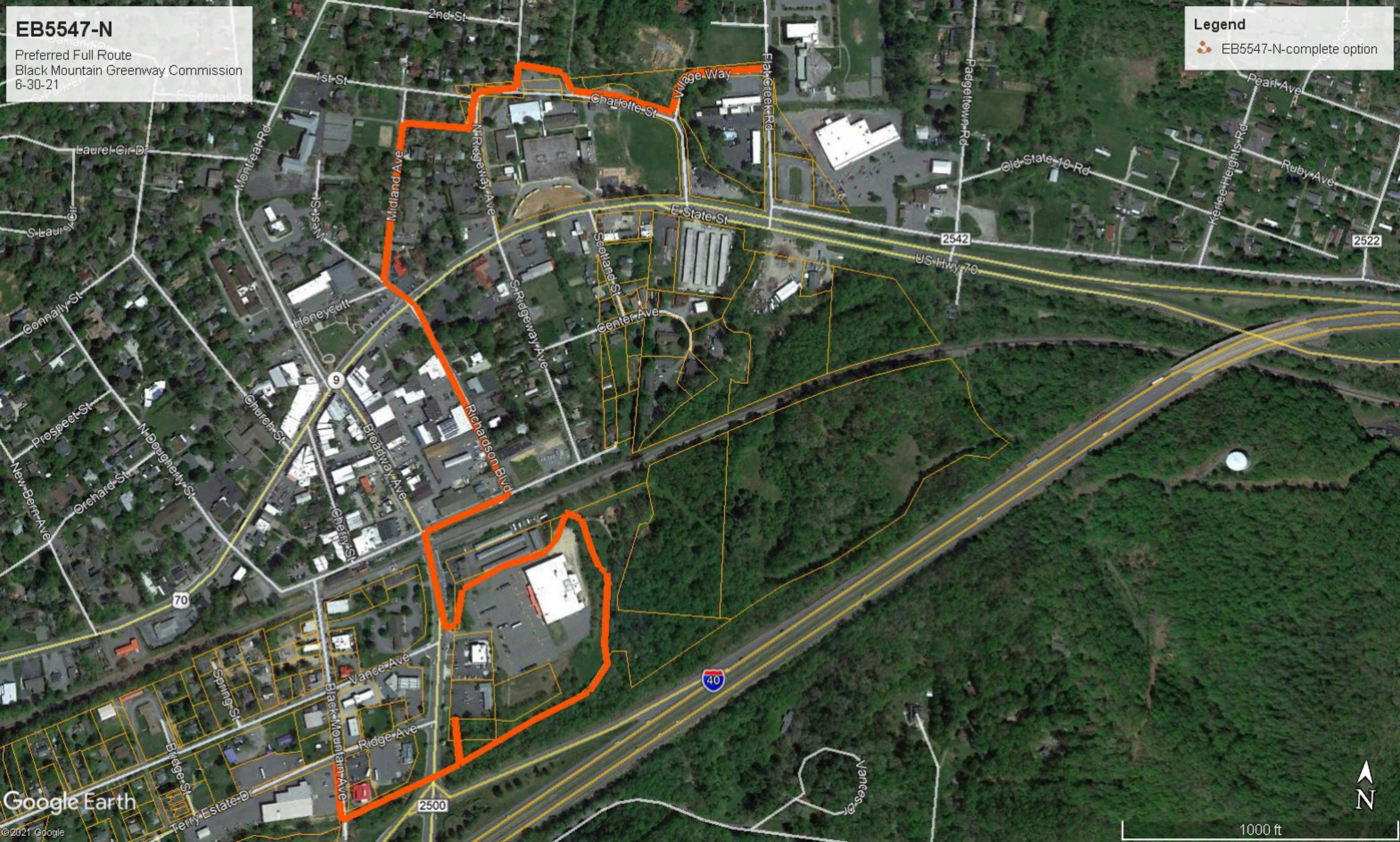
ATTACHMENTS:

MANAGER’S COMMENTS AND RECOMMENDATIONS:

EB5547-N
Preferred Full Route
Black Mountain Greenway Commission
8-30-21

Legend

-  EB5547-N-complete option



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 12, 2021

SUBJECT: Trusit Bank Installment Financing Terms for Golf Carts

AGENDA INFORMATION

Agenda Location:	NEW BUSINESS
Item Number:	8B
Department:	Administration
Contact:	Tammy Holland, Finance Director
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: Town Council approved the purchase of new Club Car Golf Carts at April 12, 2021 regular session meeting. Trusit Bank offered financing for the golf carts in the amount of \$170,000 for 3 years with a 1.28% interest rate.

MOTION FOR CONSIDERATION: To approve the financing terms as presented.

FUNDING SOURCE: Golf Fund.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:



Branch Banking & Trust Company

Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

June 22, 2021

Mr. Josh Harrold
Town of Black Mountain, NC
160 Midland Ave.
Black Mountain, NC 28711

Dear Mr. Harrold:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the Town of Black Mountain, NC ("Borrower").

PROJECT:	Golf Carts
AMOUNT:	\$170,000.00
TERM:	3 years
INTEREST RATE:	1.28%
TAX STATUS:	Tax Exempt – Bank Qualified
PAYMENTS:	<u>Interest:</u> Annual <u>Principal:</u> Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	Vehicles and Equipment
PREPAYMENT TERMS:	Prepayable in whole at any time without penalty
RATE EXPIRATION:	August 21, 2021
DOCUMENTATION/ LEGAL REVIEW FEE:	N/A
FUNDING:	Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

A handwritten signature in black ink, appearing to read 'AGS', with a long horizontal flourish extending to the right.

Andrew G. Smith
Senior Vice President

Resolution Approving Financing Terms

WHEREAS: The Town of Black Mountain, NC ("Borrower") has previously determined to undertake a project for the financing of golf carts (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated June 22, 2021. The amount financed shall not exceed \$170,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.28%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2021

By: _____

By: _____

Title: _____

Title: _____

SEAL



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING



Date: June 8, 2021

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): William H. Christy

Title: _____ Home Address: 108 9th Street, Black Mountain, NC 28711

Mailing Address: 108 9th Street

City: Black Mountain State: NC Zip: 28711 Phone: 828-669-0884

Email Address: william.h.christy@gmail.com

Do you reside within the town limits of Black Mountain? Yes Yes No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? No

Are you at least 21 years of age? Yes Yes No _____

Are you a registered voter? Yes Yes No _____

Do you have any prior experience with a Local Government or a public agency? Yes Yes No _____

If yes, please explain Served on the Black Mountain ABC Board

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you

in any jurisdiction? Yes _____ No XX If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: _____

Date: 6/8/21

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.

William H. Christy
108 9th Street
Black Mountain, NC 28711

Town of Black Mountain Town Council
c/o Savannah Parrish, Town Clerk
160 Midland Avenue
Black Mountain, NC 28711

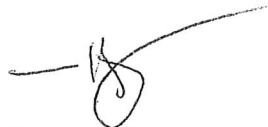
Dear Town Council:

I am writing to formally express my interest in appointment to the Town Council to fill the seat being vacated by Tim Raines. I have been a resident of Black Mountain since August of 1995 when my wife, Deirdre, and I moved here with our three young children to begin a new chapter of our lives. This is a great community in which our children grew and learned, and both of us are grateful for the opportunity to live and work in this Town for the past 26 years.

My interest in serving on the Town Council is driven by my interest in service. My experience with local government is limited to the six years that I served on the Black Mountain ABC Board. I greatly appreciated that opportunity and learned a lot from that experience. I have served over the years on a number of local non-profit boards and have appreciated the opportunity to hopefully contribute to the betterment of our community through those experiences. Most recently I have ended a 10 year tenure as a Trustee of Warren Wilson College, which included serving as Chair of the Board for four years. Serving on all of these Boards has taught me the value of relationships among Board members, the value of listening to various points of view, and the importance of being able to respectfully disagree with those whose opinions I may not share while working on solutions to problems and concerns.

Thank you for considering my application; if selected I will work hard to "get up to speed" on the many issues that Council faces and to do my best to represent the best interest of the residents of the Town. If I am not selected I hope that the Council finds someone who can positively contribute to the Council and be an asset for this special place that we are lucky enough to call home. With best wishes I remain

Sincerely yours,

A handwritten signature in black ink, appearing to be "W. Christy", with a long horizontal line extending to the right.

William H. Christy



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING

Date: June 29, 2021

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): ~~Parmer~~ Jay Parmer Jay

Title: Mr. Home Address: 107 Hilltop Road

Mailing Address: _____

City: Black Mountain State: NC Zip: 28711 Phone: 310 218 2815

Email Address: JAY-PARMAR11@HOTMAIL.COM

Do you reside within the town limits of Black Mountain? Yes ☒ No ☐

Are you presently serving on a Board/Commission/Committee for Black Mountain? No, but applied to Planning Board, zoning & historical

Are you at least 21 years of age? Yes ☒ No ☐

Are you a registered voter? Yes ☒ No ☐

Do you have any prior experience with a Local Government or a public agency? Yes ☐ No ☒

If yes, please explain _____

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes ☐ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: [Signature] Date: June 29, 2021

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.

Jay Parmar
Resident of Black Mountain
310 218 2815
Jay_parmar11@hotmail.com

Why do I wish to serve the town in this capacity?

For years, I have been searching for community. As an immigrant to the United States and a citizen, my pride and consistent love for this town has been a massive sense of warmth and comfort to me.

Black Mountain has served as a pivotal community in the past few years of our lives. At the time my wife and I moved here from Los Angeles 3.5 years ago, we were going through a challenging time in our lives, or rather, a major transition. Moving across country to a place we knew no one, starting life as new homeowners, planning a wedding, and going through all the emotions that come with this. Nonetheless, the beauty of this town, the quaintness, and the nature got us through it all, it is what drew us here, it was love at first sight. From the friendly neighbors to the fresh lake waters of Tomahawk, to the beautiful mountain views and endless trails, there is no better place for tranquility than here.

I am from Kenya originally, where I was born and raised, then moved to Los Angeles (in 2005) to pursue my undergrad and then grad school. Shortly after, we made the move to beautiful Black Mountain. My wife, a labor and delivery nurse, working full time at Mission Hospital in Marion and I, a local business owner of Wander Africa, Inc., a luxury safari company that curates private conservation based adventures to Africa and beyond. We also own a short-term rental out of our home. I understand what it is like to own a small business, working with our teams across the world, and the financial implications/models that come with it all. Being in this industry during the pandemic, only accelerated our knowledge and problem-solving skills to survive.

Everything I love about Black Mountain seems to be shifting since we moved here. With unsustainable development, massive growth without long term considerations on the impact, and physically witnessing the effects this all has on not only our home, but all the public areas of this town. Having a lot of interest in real estate, as well as sustainability, conservation, and community growth, I am all for growth via sustainability and looking at the long-term benefits, not just the short term. Some areas of concern and concentration for me is the mindless building, cutting down of our trees, and high-density developments, in a town famous for its charm and history. Instead, I ask myself, what I can do to give back somehow or to help find solutions that are more productive in nature, and other ways to generate revenue?

Whether it is through recommendations, research, consulting, conversations, or physically volunteering, I want to help, I want to give back to this community with all the love that it has given me.

Having talked to several in the community, the neighbors, being active on our Facebook groups, and generally trying to understand the mindset of those we share Black Mountain with, it is safe to say that there is a shared frustration with many things that seem to be evolving in our beloved town. Those I have spoken to have also voiced that we need some diversity in

leadership within our Town, and renewed energy. I am in my early 30s, with the time and capacity to serve and be of service to a place I feel so passionate about.

Obstructionism is not my goal, rather, communication, and being there to hear out reasonable points of view, understanding, and then, seeking ways to preserve our community.

Jay Parmar
Resident of Black Mountain
310 218 2815
Jay_parmar11@hotmail.com

With all the above, I see Black Mountain as an incubator for innovation. There is so much to be proud of, there is so much potential, and everything is possible. Our local business community needs support. Our local farmers need support, and more importantly, our community needs the support to know that we all want to preserve the beauty that we have chosen to live within, in our town.

In whatever capacity, I want to be involved in our community, to be a voice, and to be a listener, to share a voice and to work together so that Black Mountain remains a town that we want to raise my future children, and to be a beacon of good community. I just want to know that I am doing something to give back to the community that has given us so much.

As a side story, I want to share, right before the elections last year, I became a US Citizen. After living in the US since 2005. The night before my Citizenship interview, I went to Charlotte, while there, I encountered my first racist and hurtful attacks in my life while parking my car, the next day, I was sworn in as a US Citizen surrounded by so much love and pride. The day after, I arrive at the voting station at the Black Mountain Library, with my newly received Citizenship Certificate, and I register to vote. Never have I felt so much emotion within a 3-day span, only to walk into that library to claps, thumbs ups and smiles, everyone welcomed me in, it felt like a movie. I cast my vote, as the lady manning the machine said, "I am so proud to witness a new citizen voting for the first time." This is what I mean, when I say that Black Mountain is our community of inclusion, love, and kindness. It is a place I feel so proud to call home, and why I am so dedicated to giving back to our community.

Experience and Civic Involvement

I am new to civic duties, mostly because I never found a community, I was so passionate about, until we made Black Mountain our home.

During my graduate studies, I was part of the planning phase of a redevelopment project at the San Pedro Waterfront, where we worked closely with the developer and local communities to create a plan that would have mutual benefits to all stakeholders. I have also worked in mortgage finance, as well as for a real estate investment trust. Now, I am a business owner with interest in Real Estate, and a growing conservation focused safari company that is based in our little majestic town of Black Mountain.

Through my graduate studies in Leadership and Global Development, my diverse background, my determination, my extensive travels around the world, and growing up surrounded by different points of views, cultures and backgrounds, I feel confident in my ability to listen, have empathy, and to think outside of the usual framework.

I hope that you can consider me as a Town Council member, and more importantly as a member of our community with a voice. At whatever capacity, I can be involved, I would like to be considered.

Thank you.

Best,
Jay Parmar



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING

Date: June 28, 2021

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): Hosch, Suzanne M.
Title: MS Home Address: 106 Dogwood Dr.
Mailing Address: 106 Dogwood Dr
City: Black Mtn State: NC Zip: 28711 Phone: 8282153625
Email Address: SUZHOsch@GMAIL.com

Do you reside within the town limits of Black Mountain? Yes ☒ No ☐

Are you presently serving on a Board/Commission/Committee for Black Mountain? No

Are you at least 21 years of age? Yes ☒ No ☐

Are you a registered voter? Yes ☒ No ☐

Do you have any prior experience with a Local Government or a public agency? Yes ☐ No ☐

If yes, please explain I have served on Human Rights Committee for
a number of years, as a board member for nonprofits across the years

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes ☐ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: Suzanne M. Hosch Date: June 28, 2021

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.

June 28, 2021

Town of Black Mountain Town Council
160 Midland Ave.
Black Mountain, NC 28711

Re: Letter of Interest in Interim position on Town Council

Dear Mayor and Black Mountain Town Council Members,

This letter is to express my interest in serving as interim Town Council member for the remainder of the open term from June of 2021 – 2022.

I have been a resident of Black Mountain for many years, having moved here in 1987. I raised my three children in this beautiful community and my son has a business here, so you can likely understand my strong interest in the health and wellbeing of all aspects of our town.

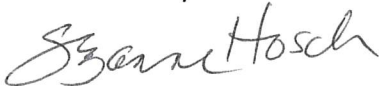
We are in a time of great growth that consequently brings up many questions, challenges and opportunities, all of which must be considered carefully. I would very much like to be a part of the process of listening, advocating, acting and following through with the care for our town. I would be honored to act in this role, with the history and experiences I have within this community and work with you as we navigate building and maintaining a thriving future for Black Mountain and all of our residents.

My professional history is in education and human services. I was a teacher of students with special needs for well over 30 years. Participation in and chairing Client Rights committees has been an ongoing passion for me. I am also a certified instructor of National Crisis Intervention (NCI+) and have been active in this therapeutic intervention instruction for the past 33 years. Advocacy is at the core of my pursuits.

Other personal interests include music (professional musician), Dance (Board member of Old Farmers Ball), travel (led travel groups of students and adults from 2012-2019), crafts (professional seamstress for most of my adult years).

I can and will make myself available for meetings and related work. One benefit for me in this time of Covid has been developing fluency and flexibility with online meetings in partnership with in-person meetings and activities.

I appreciate your consideration of me as an interim member of the Black Mountain Town Council. It would be an honor to serve beside you all.



Suzanne Hosch, MA Ed
106 Dogwood Dr.
Black Mountain, NC
8282152615
suzhosch@gmail.com



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING



Date: 6/11/2021

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): Fuller, Theresa, L

Title: _____ Home Address: 207 Rhododendron Ave

Mailing Address: Same

City: Black Mtn State: NC Zip: 28711 Phone: 828-337-0034

Email Address: theresa1fuller@gmail.com

Do you reside within the town limits of Black Mountain? Yes ☒ No ☐

Are you presently serving on a Board/Commission/Committee for Black Mountain? no

Are you at least 21 years of age? Yes ☒ No ☐

Are you a registered voter? Yes ☒ No ☐

Do you have any prior experience with a Local Government or a public agency? Yes ☐ No ☒

If yes, please explain _____

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes ☐ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: Theresa Fuller

Date: 6/11/2021

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711



NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING

Date: 5-28-21

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): TURNER, Matthew B.

Title: _____ Home Address: 423 McCoy Cove Road

Mailing Address: 423 McCoy Cove Road

City: Black Mountain State: NC Zip: 28711 Phone: (828) 231-5579

Email Address: coachmtturner@yahoo.com

Do you reside within the town limits of Black Mountain? Yes ☒ No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? HISTORIC PRESERVATION COMMISSION

Are you at least 21 years of age? Yes ☒ No _____

Are you a registered voter? Yes ☒ No _____

Do you have any prior experience with a Local Government or a public agency? Yes _____ No ☒

If yes, please explain _____

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes _____ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: Matthew Turner Date: 5-28-21

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.

Interest Letter for Black Mountain Town Council

Matthew B. Turner

423 McCoy Cove Road, Black Mountain NC 28711

Town Council,

I am writing this letter in regards to my interest in filling the opening for Town Council. I've had interest in serving on the Council for several years. I took that interest and registered as a candidate for this past November's election. Even though I was born and raised here, and know a lot of people in the area, I got to meet a lot of new people. They all had great questions and great ideas to throw around, and most just wanted the best for our town. That's exactly what I want, the best. I learned a lot during the election process, and even though I wasn't one of the three candidates selected, I stayed energized to continue to work for the people of the town. In December, a couple of openings were available on town commissions, so I applied, and was nominated for the Historic Preservation Commission. In just the few months that I have been on this board, I have learned a lot about our Historic Downtown area.

I feel that I would be a great asset to the Council and to the Citizens of Black Mountain. I know that my Level-minded outlook on things, and my love for this community will be great assets. Also, with me having three school aged children, I want to get the town more involved in our youth. They are the future of our great town and Country, and sometimes we need to make them a bigger priority. I know I can work well with existing Council Members to get problems solved and to continue working on new projects. I have a great willingness to be a part of the Council and I can promise you that bringing me on board will be a great decision for our town.

Thank you for taking time to read this letter, and I would appreciate your consideration for this appointment.



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org



The Town of Black Mountain Board of Aldermen have adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions **completely**. Incomplete applications will **NOT** be considered. Applications accepted through **Thursday, June 10, 2021 by 4:00 p.m.** to the Town Clerk.

Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828) 669-4204

APPLICANT INFORMATION

NAME: Kathryn Phillips DATE: 5-13-21

PREFERRED NAME: Kathy

HOME ADDRESS: 26 Hi View Dr, Black Mountain, NC 28711

MAILING ADDRESS (if different): PO Box 455, ...

CITY, STATE and Zip: Black Mountain, NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS (this is mainly how we will communicate with you): Kenkat100@gmail.com

PHONE NUMBER(S): MAIN 704-957-9875 EMERGENCY 704-957-9884 (husband)

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: Planning Are you seeking re-appointment? Yes ☒ No ☐

Why do you wish to serve the Town (or continue serving) in this capacity?

If additional space is needed please attach a separate sheet.

As a relatively long-term permanent resident of Black Mountain I feel very invested in its future. I feel it's important to manage the growth to the best of our ability to keep the wonderful feeling of community that original residents established and that brought many of us newer residents here. I think I bring a balanced, thoughtful approach to the Planning Commission. It would be an honor to continue to serve on this board.

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

Associate Degree (CPCC) (Charlotte)

American University - classes in business - degree not completed

Notary Public - 30+ years

Real Estate Investment Courses

QuickBooks - small business certification

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

Medical Group Management - 30+ yrs. administrator & managing medium-large medical clinics. Every clinic managed I directed, negotiated & supervised numerous commercial building projects. New buildings, expansion/addition, install Radiation Room
Kendall Properties, LLC - (Owner) Purchased, renovated & now rent 10+ rental homes in Charlotte & Black Mtn. Dealt with City of Charlotte on issues of zoning, FEMA & flooding (sold a house to FEMA), sidewalk installation requiring property sale to city.

^{current}
Dynatech Services, LLC (Co-Owner) Industrial mechanical services provided to large companies such as Kimberly-Clark, Bayer. Involved with large industrial bldg projects.

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

Kathy Phillips

Applicant's Signature

May 13, 2021

Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Town Council will assume their position on the date of Town Council approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in. All Town of Black Mountain Advisory Boards and Commissions must operate by the ethics, policies and laws set forth in the Boards & Commissions Handbook.

The Handbook and additional information may be viewed on the Town's website at

www.townofblackmountain.org



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

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JUN 07 REC'D

BY:



The Town of Black Mountain Board of Aldermen have adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions **completely**. Incomplete applications will **NOT** be considered. Applications accepted through **Thursday, June 10, 2021 by 4:00 p.m.** to the Town Clerk.

Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

APPLICANT INFORMATION

NAME: Pamela A. Norton DATE: 6-4-2021

PREFERRED NAME: Pamela

HOME ADDRESS: 103 Oakland Drive

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No _____

EMAIL ADDRESS (this is mainly how we will communicate with you): pamblackmountain@aol.com

PHONE NUMBER(S): MAIN 828-273-7714 EMERGENCY _____

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: Planning Board Are you seeking re-appointment? Yes ☒ No _____

Why do you wish to serve the Town (or continue serving) in this capacity?
If additional space is needed please attach a separatesheet.

Please see attached

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

Please see Attached

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

Please see Attached

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

Pamela Q. Norton

Applicant's Signature

6-4-2021

Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Board of Aldermen will assume their position on the date of Board of Aldermen approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in. All Town of Black Mountain Advisory Boards and Commissions must operate by the ethics, policies and laws set forth in the Boards & Commissions Handbook.

The Handbook and additional information may be viewed on the Town's website at

www.townofblackmountain.org

Why do you wish to serve the Town (or continue serving) in this capacity?

I have 9 years' experience on the Planning Board. Over those years I have enjoyed representing the residents of Black Mountain and being their voice on the board. The Planning Board is a vital link to making sure that the growth of Black Mountain is accomplished in a responsible manner. Growth is good for our town, and as I have learned over the years, residents want good responsible planning that allows for that growth, but at the same time makes sure the very reasons residents love Black Mountain are not compromised for that growth. I want to continue to be part of that responsible planning that our residents want.

Please list your educational background and any certifications you have. Include names of all schools attended.

Appalachian State University - Bachelor of Science and Master of Arts in Communication Disorders

Charles D. Owen High School – High School Diploma

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations you currently hold membership.

Current member of The Planning Board with 9 years' experience on the board. Have served as Vice Chair 3 years over the 9 I have served.

Previously served 7 years on the Recreation Commission, one year as Commission chair, 2 as vice chair.

Over the course of my tenure on the board I have attended workshops on Planning presented by the UNC School of Government and have been the member of different committees as a representing member of the Planning Board.



Town of Black Mountain

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Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

APPLICANT INFORMATION

NAME: Chas Fitzgerald DATE: 5/27/21

PREFERRED NAME: Chas

HOME ADDRESS: 46 Clanshire Dr Blk Mtn

MAILING ADDRESS (if different): " "

CITY, STATE and Zip: Blk Mtn NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS (this is mainly how we will communicate with you): chasjack@sbcglobal.net

PHONE NUMBER(S): MAIN 214-244-1935 EMERGENCY 214 477 0902

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: Plan Commission Are you seeking re-appointment? Yes ☒ No ☐

Why do you wish to serve the Town (or continue serving) in this capacity?

If additional space is needed please attach a separate sheet.

To serve the Town to help implement the ideals
and goals of Elevate Black Mountain as well
as use my experience in land planning and
regulatory processes to better the town's liveability.

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

University of Illinois. Bachelor of Science - Architecture
" " Master of Landscape Architecture
registered landscape architect in NC

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

20+ years in land development including writing zoning codes, esp. PLU's

25+ years land planning

- former board member of Preservation Dallas
- current planning board member -
- member Conserving Carolina, Black Mtn Ctr for the Arts, SVMuseum,
- landscape & infrastructure chair of Cheshire community.

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.



Applicant's Signature

4/27/2021

Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Town Council will assume their position on the date of Town Council approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in. All Town of Black Mountain Advisory Boards and Commissions must operate by the ethics, policies and laws set forth in the Boards & Commissions Handbook.

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TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE JULY 12, 2021 REGULAR SESSION MEETING

Date: June 29, 2021

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): ~~Parmer Jay~~ Parmer Jay

Title: Mr. Home Address: 107 Hilltop Road

Mailing Address: _____

City: Black Mountain State: NC Zip: 28711 Phone: 310 218 2815

Email Address: JAY-PARMAR11@HOTMAIL.COM

Do you reside within the town limits of Black Mountain? Yes ☒ No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? No, but applied to Planning Board, Zoning & historical

Are you at least 21 years of age? Yes ☒ No _____

Are you a registered voter? Yes ☒ No _____

Do you have any prior experience with a Local Government or a public agency? Yes _____ No ☒

If yes, please explain _____

Please attach a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes _____ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: _____

Date: June 29, 2021

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Clerk 160 Midland Ave., Black Mountain NC, 28711. Please submit form by June 30, 2021. Discussion and/or appointment is anticipated at the July 12, 2021 Regular Scheduled Meeting.

Jay Parmar
Resident of Black Mountain
310 218 2815
Jay_parmar11@hotmail.com

Why do I wish to serve the town in this capacity?

For years, I have been searching for community. As an immigrant to the United States and a citizen, my pride and consistent love for this town has been a massive sense of warmth and comfort to me.

Black Mountain has served as a pivotal community in the past few years of our lives. At the time my wife and I moved here from Los Angeles 3.5 years ago, we were going through a challenging time in our lives, or rather, a major transition. Moving across country to a place we knew no one, starting life as new homeowners, planning a wedding, and going through all the emotions that come with this. Nonetheless, the beauty of this town, the quaintness, and the nature got us through it all, it is what drew us here, it was love at first sight. From the friendly neighbors to the fresh lake waters of Tomahawk, to the beautiful mountain views and endless trails, there is no better place for tranquility than here.

I am from Kenya originally, where I was born and raised, then moved to Los Angeles (in 2005) to pursue my undergrad and then grad school. Shortly after, we made the move to beautiful Black Mountain. My wife, a labor and delivery nurse, working full time at Mission Hospital in Marion and I, a local business owner of Wander Africa, Inc., a luxury safari company that curates private conservation based adventures to Africa and beyond. We also own a short-term rental out of our home. I understand what it is like to own a small business, working with our teams across the world, and the financial implications/models that come with it all. Being in this industry during the pandemic, only accelerated our knowledge and problem-solving skills to survive.

Everything I love about Black Mountain seems to be shifting since we moved here. With unsustainable development, massive growth without long term considerations on the impact, and physically witnessing the effects this all has on not only our home, but all the public areas of this town. Having a lot of interest in real estate, as well as sustainability, conservation, and community growth, I am all for growth via sustainability and looking at the long-term benefits, not just the short term. Some areas of concern and concentration for me is the mindless building, cutting down of our trees, and high-density developments, in a town famous for its charm and history. Instead, I ask myself, what I can do to give back somehow or to help find solutions that are more productive in nature, and other ways to generate revenue?

Whether it is through recommendations, research, consulting, conversations, or physically volunteering, I want to help, I want to give back to this community with all the love that it has given me.

Having talked to several in the community, the neighbors, being active on our Facebook groups, and generally trying to understand the mindset of those we share Black Mountain with, it is safe to say that there is a shared frustration with many things that seem to be evolving in our beloved town. Those I have spoken to have also voiced that we need some diversity in

leadership within our Town, and renewed energy. I am in my early 30s, with the time and capacity to serve and be of service to a place I feel so passionate about.

Obstructionism is not my goal, rather, communication, and being there to hear out reasonable points of view, understanding, and then, seeking ways to preserve our community.

Jay Parmar
Resident of Black Mountain
310 218 2815
Jay_parmar11@hotmail.com

With all the above, I see Black Mountain as an incubator for innovation. There is so much to be proud of, there is so much potential, and everything is possible. Our local business community needs support. Our local farmers need support, and more importantly, our community needs the support to know that we all want to preserve the beauty that we have chosen to live within, in our town.

In whatever capacity, I want to be involved in our community, to be a voice, and to be a listener, to share a voice and to work together so that Black Mountain remains a town that we want to raise my future children, and to be a beacon of good community. I just want to know that I am doing something to give back to the community that has given us so much.

As a side story, I want to share, right before the elections last year, I became a US Citizen. After living in the US since 2005. The night before my Citizenship interview, I went to Charlotte, while there, I encountered my first racist and hurtful attacks in my life while parking my car, the next day, I was sworn in as a US Citizen surrounded by so much love and pride. The day after, I arrive at the voting station at the Black Mountain Library, with my newly received Citizenship Certificate, and I register to vote. Never have I felt so much emotion within a 3-day span, only to walk into that library to claps, thumbs ups and smiles, everyone welcomed me in, it felt like a movie. I cast my vote, as the lady manning the machine said, "I am so proud to witness a new citizen voting for the first time." This is what I mean, when I say that Black Mountain is our community of inclusion, love, and kindness. It is a place I feel so proud to call home, and why I am so dedicated to giving back to our community.

Experience and Civic Involvement

I am new to civic duties, mostly because I never found a community, I was so passionate about, until we made Black Mountain our home.

During my graduate studies, I was part of the planning phase of a redevelopment project at the San Pedro Waterfront, where we worked closely with the developer and local communities to create a plan that would have mutual benefits to all stakeholders. I have also worked in mortgage finance, as well as for a real estate investment trust. Now, I am a business owner with interest in Real Estate, and a growing conservation focused safari company that is based in our little majestic town of Black Mountain.

Through my graduate studies in Leadership and Global Development, my diverse background, my determination, my extensive travels around the world, and growing up surrounded by different points of views, cultures and backgrounds, I feel confident in my ability to listen, have empathy, and to think outside of the usual framework.

I hope that you can consider me as a Town Council member, and more importantly as a member of our community with a voice. At whatever capacity, I can be involved, I would like to be considered.

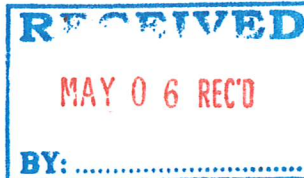
Thank you.

Best,
Jay Parmar



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711-3116
Phone (828) 419-9300 Fax (828) 669-4204 TDD 800-735-2962



The Town of Black Mountain Town Council has adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.

Return this application either in person, by mail or by fax to the Town Clerk, Town of Black Mountain, 160 Midland Avenue, Black Mountain, NC 28711-3116 or Fax (828) 669-4204 by May 29, 2015.

Personal Information

NAME: John Schutz DATE: 5/6/21

HOME ADDRESS: 15 Daniel Lane

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS: john@thebluedoorhvl.com

PHONE NUMBER(S): HOME _____ WORK _____ CELL (630) 388-8379

Board Preference

Are you currently serving on a board or commission of the Town of Black Mountain? Yes _____ No ☒

If so, what is the name of the board? _____

Please list the name(s) of the board(s)/commission(s) to which you are applying or seeking reappointment (you may apply to more than one):

Planning Board

Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet.

My family and I moved here a little under 2 years ago but we absolutely love this town. To us, Black Mountain is the perfect place for us, but as Asheville grows, we want to ensure this town maintains its character. The pandemic has accelerated trends that were already in motion and as Black Mountain grows I would love to have a voice to maintain the town's charm.

Education

Please list your educational background. Include names of all schools attended.

- University of Kentucky
BA in History and a BA in International Studies
- University of Alabama - Birmingham
BS in Finance
- Appalachian State University
MS in Accounting

Employment

Please list the name and address of your current employer, the title of your current position and a brief description of your job duties.

Name of Employer The Blue Door Bottleshop & Beer Hall
Address 146 3rd Avenue East City Hendersonville State NC Zip 28792

Description of job duties:

Owner and manager
Designed concept; budgeting; ordering product; producing schedules for
employees; all aspects of operations: cleaning shelves; organizing coolers;
heavy dose of customer service and relationship building with regular
customers; closing books and data entry

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership.

CERTIFICATE OF APPLICANT

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.


Applicant's Signature

5/6/21
Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointments will assume their position July 1 or date of Council approval.



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org

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Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

Personal Information

NAME: David Bryant Barley DATE: 6/11/21

PREFERRED NAME: Dave

HOME ADDRESS: 301 View St

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS: barleydb@gmail.com

PHONE NUMBER(S): MAIN _____ CELL 704.651.1764

Board or Commission Preference

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must **submit a separate application for each board or commission you apply for**. You will only be considered for one board or commission seat).

Board or Commission Preference: Planning

Are you currently serving on a board or commission of the Town of Black Mountain? Yes ☐ No ☒

If so, what is the name of the board? _____

Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet.

Worked over 20 years in Zoning Administration & Planning:
Charlotte-Mecklenburg, Town of Pineville, City of Norfolk. Believe
planning can be a tremendous force for positive change in a community.
Previously served on Town of Matthews Planning Board.

Education and Certifications

Please list your educational background and any certifications you have. Include names of all schools attended.

West Charlotte SHS, Charlotte, NC
Guilford College, Greensboro, NC
UNC-Chapel Hill, Chapel Hill, NC BA in Political Science
Certified Zoning Official, UNC-CH School of Government
Introduction to Planning in NC, UNC-CH School of Government

Employment

Please list the name and address of your current employer, the title of your current position and a brief description of your job duties.

Name of Employer Kessel Engineering
Address 582 Hendersonville Rd. #1 City Asheville State NC Zip 28803

Description of job duties:
Conduct field & lab testing of concrete, soil and asphalt. Write reports for sites being developed.

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership.

Recently moved to this area.

CERTIFICATE OF APPLICANT

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

[Signature] 6/11/21
Applicant's Signature Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Board of Aldermen will assume their position on the date of Board of Aldermen approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in.



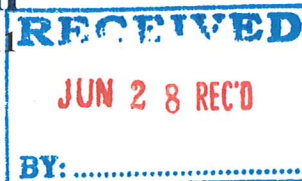
Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org



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Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

Personal Information

NAME: Ricky Harwood DATE: 6/28/21

PREFERRED NAME: Rick

HOME ADDRESS: 110 Beech Tree Drive

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain NC 28711

Do you live inside the town limits of Black Mountain? Yes X No _____

EMAIL ADDRESS: Rickharwood@bellsouth.net

PHONE NUMBER(S): MAIN 828-669-5034 CELL 828-777-6509

Board or Commission Preference

Please list the name of the board or commission to which you are applying or seeking reappointment.

(You may apply for more than one, however you must **submit a separate application for each board or commission you apply for**. You will only be considered for one board or commission seat).

Board or Commission Preference: ABC Board

Are you currently serving on a board or commission of the Town of Black Mountain? Yes X No _____

If so, what is the name of the board? ABC Board

Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet.

Education and Certifications

Please list your educational background and any certifications you have. Include names of all schools attended.

Charles D Owen High School graduated 1974
Cupton Jones Mortuary of Science graduated 1996

Employment

Please list the name and address of your current employer, the title of your current position and a brief description of your job duties.

Name of Employer HARWOOD Home for Funerals / owner
Address 208 W State St. City BLK Mtn State NC Zip 28711

Description of job duties:

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership.

CERTIFICATE OF APPLICANT

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

Richie E. Harwood
Applicant's Signature

6/28/21
Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Board of Aldermen will assume their position on the date indicated in the selection letter and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in.



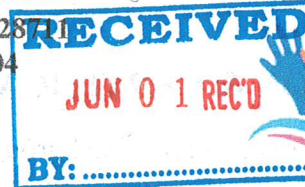
Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org



The Town of Black Mountain Board of Aldermen have adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions **completely**. Incomplete applications will **NOT** be considered. Applications accepted through **Thursday, June 10, 2021 by 4:00 p.m.** to the Town Clerk.

Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

APPLICANT INFORMATION

NAME: JULIA WEATHERFORD DATE: 4/3/2021

PREFERRED NAME: JULIA

HOME ADDRESS: 15 BRIAR BRANCH

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: BLACK MOUNTAIN, NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No _____

EMAIL ADDRESS (this is mainly how we will communicate with you): julia.weatherford@gmail.com

PHONE NUMBER(S): MAIN 828-712-0765 EMERGENCY _____

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: GREENWAYS Are you seeking re-appointment? Yes ☒ No _____

Why do you wish to serve the Town (or continue serving) in this capacity?

If additional space is needed please attach a separate sheet.

SEE ATTACHED SHEET

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

BA from Berea College,

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

I served on the ad-hoc committee that initiated the concept of greenways in Black Mountain. I became the first chair of the Black Mountain Greenways Commission as that body was initially organized by the town. I served two terms and after a break of 6 years was reappointed in 2018.

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

Julie Weatherford

Applicant's Signature

4/3/2021

Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Town Council will assume their position on the date of Town Council approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in. All Town of Black Mountain Advisory Boards and Commissions must operate by the ethics, policies and laws set forth in the Boards & Commissions Handbook.

The Handbook and additional information may be viewed on the Town's website at

www.townofblackmountain.org

I believe there is an essential role for engaged residents to hold the vision and provide input into decisions that affect their lives in this town. My particular interest in greenways and the need for greenways in Black Mountain began in the 1980s when I wished there was a safe route to walk or cycle with my own children to school. Now that my grandchildren are school age, there have been improvements and we can safely bike and walk in small areas near schools and parks. Yet, there is significant work to be done to make a connected, safe network of greenways between important destinations in town.

Over the years, I have spent time in many towns across the country that have embraced greenways and developed extensive systems for non-motorized travel and recreation. I have realized that when folks are getting around town on bikes or walking, they greet each other, and engage in a way that rarely happens when closed up in a car driving from one parking lot to the next. When stacked beside the other clear benefits of greenways: economic impact, lessening of vehicular congestion, saving of green spaces, health of citizens, attraction of tourists, maybe the most important benefit of all is community building.

The vision of a small town, with ample parking on the edges for visitors, ample sidewalks in center of town, threaded with safe, beautiful greenways used by residents, tourists, school children, and seniors is a vision I believe is possible for Black Mountain, and I am motivated to volunteer my time and energy to help see it through.



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

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TDD 800-735-2962

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Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828) 669-4204

APPLICANT INFORMATION

NAME: Lincoln Walters DATE: 6-14-21

PREFERRED NAME: Lincoln Walters

HOME ADDRESS: 110 4th Street

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC

Do you live inside the town limits of Black Mountain? Yes X No _____

EMAIL ADDRESS (this is mainly how we will communicate with you): lincoln.walters@gmail.com

PHONE NUMBER(S): MAIN 828-713-7004 EMERGENCY 828-280-7524

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: Planning and/or Greenways Are you seeking re-appointment? Yes _____ No X

Why do you wish to serve the Town (or continue serving) in this capacity?

If additional space is needed please attach a separatesheet.

I am passionate about Black Mountain, it's economic development and our outdoor industry. I would love to be able to speak into and serve in any way I can to see these two areas grow strategically. I believe both of these boards should work hand in hand to benefit our long time locals along, future Black Mountain residents, existing businesses and potential business development. I've lived in this area for over 19 years and as much as I've always loved Black Mountain I'm more excited about what's going on right now than ever before.

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.
2005 BS in Administration from UT Chattanooga

EXPERIENCE & CIVIC INVOLVEMENT

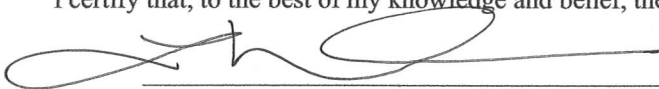
Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

Along with owning a small business in Black Mountain I serve as the Director of Family Life at a church in Montreat. We have served alongside SVCM and Bounty and Soul loving on this community in different ways over the years. From serving the elderly and helping in neighborhood cleanup projects, to serving food insecure families and supporting the backpack program we have been directly involved in investing in families that need support in Black Mountain.

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.



Applicant's Signature

6-14-21

Date

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www.townofblackmountain.org



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org

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Personal Information

NAME: David Bryant Barley DATE: 6/11/21

PREFERRED NAME: Dave

HOME ADDRESS: 301 View St.

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS: darleydb@gmail.com

PHONE NUMBER(S): MAIN _____ CELL 704.651.1764

Board or Commission Preference

Please list the name of the board or commission to which you are applying or seeking reappointment.

(You may apply for more than one, however you must **submit a separate application for each board or commission you apply for**. You will only be considered for one board or commission seat).

Board or Commission Preference: Zoning Board of Adjustment

Are you currently serving on a board or commission of the Town of Black Mountain? Yes ☐ No ☒

If so, what is the name of the board? _____

Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet.

I have over 20 years experience in Zoning Administration and Planning. I would like to put that experience to good use for my community. Previously worked for Charlotte-Mecklenburg, Town of Pineville & the City of Norfolk. Served on Town of Matthews Planning Board.

Education and Certifications

Please list your educational background and any certifications you have. Include names of all schools attended.

West Charlotte SHS, Charlotte, NC
Guilford College, Greensboro, NC
UNC-CH, Chapel Hill, NC BA in Political Science
Certified Zoning Official, UNC-CH School of Government
Introduction to Planning in NC, UNC-CH School of Government

Employment

Please list the name and address of your current employer, the title of your current position and a brief description of your job duties.

Name of Employer Kessel Engineering
Address 582 Hendersonville Rd #1 City Asheville State NC Zip 28803

Description of job duties:
Conduct field & lab testing of concrete, soil and asphalt. Write reports for sites being developed.

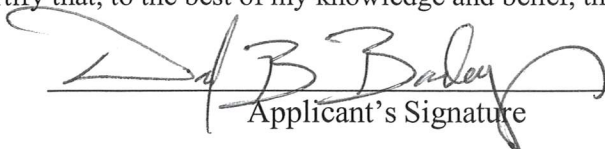
Civic Involvement

Please list the names of all civic organizations in which you currently hold membership.

Recently moved to Black Mountain.

CERTIFICATE OF APPLICANT

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.


Applicant's Signature

6/21/21
Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Board of Aldermen will assume their position on the date indicated in the selection letter and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in.



Town of Black Mountain

www.townofblackmountain.org

RECEIVED

JUN 1 1 REC'D

BY:



full consideration, please answer all questions **completely**. Incomplete applications will **NOT** be considered. Applications accepted through **Monday, June 14, 2021 at 8:00 am**

Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828)669-4204

APPLICANT INFORMATION

NAME: Josepl Scotto DATE: 6/10/2021

PREFERED NAME: Joe Scotto

HOME ADDRESS: 208 N Oconeechee Av

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain NC 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS (this is mainly how we will communicate with you): J.S2019cfmb@gmail.com

PHONE NUMBER(S): MAIN 919-940-7655 EMERGENCY 828-669-1336

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission: Recreation Are you seeking re-appointment? Yes ☐ No ☒

Why do you wish to serve the Town (or continue serving) in this capacity?
If additional space is needed please attach a separatesheet.

Happy To have to oportunity to serve, help The Community
and apply my experience in Hospitality.

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

AB-Teck - Degree in Hospitality Management
Certified Student Leader
Who's who - 2007
Convention Management, Front Office Management

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

- Currently Disabled - 2013 - Present
Volunteered at Black Mountain Chamber of Commerce
Student Government President AB-Teck 2006-2008
Degree in Hospitality Management AB-Teck
Club Floor Manager - Grove Park Inn 2008 - 2013
Pools Chef Westgrove Spa - 2000
Owner of Caterer Cooke Co - 1995

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.


Applicant's Signature

6/10/2021
Date

Thank you for your interest in appointment to the Town of Black Mountain's Boards and Commissions. Individuals selected for appointment by the Board of Aldermen will assume their position on the date of Board of Aldermen approval and after they are sworn in. The Town Clerk will contact you to make arrangements for swearing in. All Town of Black Mountain Advisory Boards and Commissions must operate by the ethics, policies and laws set forth in the Boards & Commissions Handbook.

The Handbook and additional information may be viewed on the Town's website at
www.townofblackmountain.org



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

Phone (828) 419-9300 Fax (828) 669-4204

TDD 800-735-2962

www.townofblackmountain.org

BY:

JUN 10 REC'D



The Town of Black Mountain Board of Aldermen have adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Incomplete applications will **NOT** be considered. Applications accepted through Monday, June 14, 2021 at 8:00 am to the Town Clerk.

Return this application either in person, by mail/fax/email to: Town Clerk, Town of Black Mountain, 160 Midland Ave., Black Mountain, NC 28711. townclerk@townofblackmountain.org Fax (828) 669-4204

APPLICANT INFORMATION

NAME: Andrea Menzel DATE: 09 Jun 2021

PREFERRED NAME: Andrea

HOME ADDRESS: 103 Beech Street

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC. 28711

Do you live inside the town limits of Black Mountain? Yes ☒ No ☐

EMAIL ADDRESS (this is mainly how we will communicate with you): Imakmen209@gmail.com

PHONE NUMBER(S): MAIN 828-318-3999 EMERGENCY 828-279-1241

ADVISORY BOARD/COMMISSION PREFERENCE

Please list the name of the board or commission to which you are applying or seeking reappointment. (You may apply for more than one, however you must submit a separate application for each board or commission you apply for.) Applicants will only be considered for one board or commission seat.

Board or Commission Recreation Are you seeking re-appointment? Yes ☐ No ☒

Why do you wish to serve the Town (or continue serving) in this capacity?

If additional space is needed please attach a separate sheet.

I am an adventurer at heart and lover of all things outdoor. As a mother of
an 8 yr and 4 yr old my belief of the importance of all recreation play
is even more desirable.

I have lived and played in our beautiful town as well as the surrounding counties for
15 years. Therefore, seeing the potential for more recreational play for our youth
in Black Mountain.

Furthermore, this is why I have become an advocate for a local skatepark +
pumptrack to serve our town (Page 1 of 2) and its community. Lastly, to
encourage all to closely work together to help steer this vision
through completion.

EDUCATION & CERTIFICATIONS

Please list your educational background and any certifications you have. Include names of all schools attended.

I have ~~not~~ served the public as a Certified Ophthalmic Health Technician for 14 years and am currently employed by the Charles George VA Medical Center.

EXPERIENCE & CIVIC INVOLVEMENT

Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

I believe my past experiences, professionally and recreational, will allow me to collectively contribute purposefully and wholeheartedly to the Recreation Commissions mission to serve the Town of Black Mountain.

CERTIFICATE OF APPLICANT

This application is a public record.

I certify that, to the best of my knowledge and belief, the statements given truly represent my background and experience.

Andrea Menzel

Applicant's Signature

09 Jun 2021

Date

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TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 12, 2021

SUBJECT: Public Hearing to Close Portion of Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street and Central Avenue
#R-21-12

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9A
Department:	Planning & Development
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Several property owners have submitted a petition to close a portion of the right-of-way parallel and between W. College Street, Goldmont Street, and Central Avenue. The requested portion runs North to South for W. College St./Goldmont St. Alley between 132 W. College Street and 34 Goldmont Street and runs East to West for Central Avenue . The requested closure is approximately 150 feet in the length and 15 feet wide for the portion between W. College Street and Goldmont Street and approximately 350 feet in length and 50 feet wide for the Central Avenue portion. 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 did not recommend the closure of either right-of-way with a vote 5 of 0, with one member abstaining, at the April 26, 2021 meeting.

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

MOTION FOR CONSIDERATION:

1. To open the public hearing for **Resolution #R-21-12** to Close Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street and Central Avenue.
2. To close the public hearing.
3. To approve **Resolution #R-21-12** for the right-of-way closure.

FUNDING SOURCE: N/A

ATTACHMENTS: *Resolution of Intent #R-21-12* Map

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve Resolution **#R-21-12**.

RESOLUTION #R-21-12

RESOLUTION TO CLOSE A PORTION OF AN UNOPENED, PLATTED RIGHT-OF-WAY PARALLEL AND BETWEEN W. COLLEGE STREET AND GOLDMONT STREET AND CENTRAL AVENUE

WHEREAS, several property owners have initiated a petition to close that unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue; and

WHEREAS, the Planning Board for the Town of Black Mountain did not recommend that the street be closed; and

WHEREAS, the Town of Black Mountain has the authority to close dedicated streets within its jurisdiction on its own motion pursuant to N.C.G.S. 160A-299; and

WHEREAS, the unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue to be closed is more particularly described as follows:

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

BEING a portion of that fifteen-foot wide ally located in the southern portion of Block G as shown on that plat recorded in Plat Book 198 at Page 20, Buncombe County Registry, said block being bounded on the North by an unnamed fifty foot wide right-of-way, on the East by Goldmont Street, on the South by Asheville Avenue, and on the West by West College Street, said alley having as its eastern boundary the following described line:

BEGINNING at a point located in the northeastern corner of Lot 107, Block G, as laid down and shown on that plat recorded in Plat Book 198 at Page 20, Buncombe County Registry, and running thence along and with the eastern boundary of Lots 107, 108, and 109, Block G, as shown on said plat, South 2° 30' West 150 feet to a point in the northeastern corner of Lot 100, Block G, as shown on said plat.

ALSO BEING all of that portion of Central Avenue lying between West College Street and Goldmont Street, as laid down and shown on that plat recorded in Plat Book 154 at Page 48, Buncombe County Registry, and being the same portion of that unnamed fifty-foot right-of-way laid down and shown on that plat recorded in Plat Book 198 at Page 20, Buncombe County Registry, said right-of-way having as its north boundary the southern boundary of Lot 82, Block G, as shown on that plat recorded in Plat Book 154 at Page 48, Buncombe County Registry, and in Plat Book 198 at Page 20, Buncombe County Registry.

WHEREAS, the Town Council of the Town of Black Mountain considered the above referenced request at its regular meeting at 6:00 p.m. on the 12th day of July, 2021 and for good cause shown, the Town Council declared its intent to close the described unopened, platted

portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue; and

WHEREAS, a copy of the resolution adopted by the Town Council at their May 10, 2021 meeting was published in the Black Mountain News for four (4) consecutive weeks; and

WHEREAS, notice of the adoption of the resolution of intent and the public hearing on the closing of the described unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue was posted at two prominent places along said street no later than June 8, 2021; and

WHEREAS, a public hearing was held to receive public comment at the regular meeting of the Town Council in the Board meeting room in the Town Hall Building on Monday, July 12, 2021 at 6:00 p.m.; and

WHEREAS, it appears to the satisfaction of the Town Council that closing the described unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue is not contrary to the Town, and that no individual owning property in the vicinity of said unopened, platted portion of right-of-way W. College Street and Goldmont Street and Central Avenue would be hereby deprived of reasonable means of ingress or egress; but

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that:

1. Pursuant to the North Carolina General Statute Section 160A-299, that unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street and Central Avenue described shall be permanently closed to public use.
2. The closing is subject to the retention by the Town of easements for any existing water, sewer, or other existing utility lines.
3. Pursuant to North Carolina General Statute Section 160A-299, a certified copy of this resolution and order shall be filed in the Office of the Register of Deeds for Buncombe County, North Carolina, if and at such time as the contingencies set out above are met.

I move the adoption of the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, this the 12th day of July, 2021.

ATTEST:

Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager

RESOLUTION #R-21-12

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Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager

PUBLIC HEARING

Monday, July 12, 2021

6:00 PM

www.townofblackmountain.org

160 MIDLAND AVENUE
BLACK MOUNTAIN, NC 28711
FOR MORE INFORMATION CALL 419-9373