



TOWN OF BLACK MOUNTAIN

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

Date: **August 9, 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
- Pledge of Allegiance
- Announcements

2. PROCLAMATIONS, AWARDS & RECOGNITION

Proclamation in Honor Retiring Police Chief Shawn Freeman

3. CITIZEN COMMENTS

*Individuals wishing to address the Council are asked to sign in at the entrance to the Council room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the 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 July 12, 2021 Regular Session Meeting, the July 12, 2021 Closed Session Meeting, the July 8, 2021 Agenda Meeting, the July 22, 2021 Special Call Meeting, and the June 14, 2021 Closed Session meeting.

- B. Resolution Exempting The Town of Black Mountain from G.S. 142-64.31 **#R-21-13**

Motion: To approve Resolution **#R-21-13** as presented.

- C. Resolution Awarding Police Chief Shawn Freeman his duty weapon and badge. **#R-21-15**

Motion: To approve Resolution **#R-21-15** as presented.

- D. Budget Amendment to Transfer Fire Department Budget to the new Fire Department Fund

Motion: To approve the budget amendment as presented

- E. Budget Amendment for the Swannanoa River Restoration

Motion: To approve the budget amendment as presented.

- F. Resolution for Creation of The Developmental Services Special Revenue Fund **#R-21-16**

Motion: To approve Resolution **#R-21-16** as presented.

- G. Swannanoa River Restoration Capital Project Fund Ordinance **#0-21-12**

Motion: To approve the Swannanoa River Restoration Capital Project Fund Ordinance

- H. Call for Public Hearing to Close Portion of Unopened, Platted Portion of Alexander Street

Motion: To call for the public hearing to close an unopened, platted portion of Alexander Street to be held on Monday, October 11, 2021 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

- I. Resolution for North Carolina League of Municipalities Insurance **#R-21-18**

Motion: To approve Resolution **#R-21-18** as presented.

- J. Resolution for Creation of Technology Special Revenue Fund **#R-21-19**

Motion: To approve the special revenue fund 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

8. NEW BUSINESS

A. Department of Transportation 1-40 Interchange Discussion

B. Art in the Afternoon Lease Agreement

Motion: *To approve the Art in the Afternoon Lease Agreement as presented.*

C. Resolution for Affordable Housing Effort

Motion: *To approve Resolution #R-21-14*

D. Black Mountain Pickleball Group MOU

Motion: *To approve the Memorandum of Understanding as presented.*

E. Owen Warhorse Youth Football & Cheerleading (OWYFC) MOU

Motion: *To approve the Memorandum of Understanding and amendments as presented.*

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 for Text Amendments to add a Minor Subdivision Cooling Off Period #0-21-11

Motion:

*To open the public hearing for **Ordinance #0-21-11** for text amendments to add a Minor Subdivision Cooling off Period*

To close the public hearing.

*To adopt **Ordinance #0-21-11** (statement of consistency included) as presented [or as amended].*

B. Public Hearing for **Ordinance #0-21-07** for text amendments to add Conditional Zoning

Motion:

*To open the public hearing for **Ordinance #O-21-07** for amendments to add conditional zoning.*

To close the public hearing.

*To adopt **Ordinance #O-21-07** as presented [or as amended].*

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

Motion:

*To open the public hearing for **Resolution #R-21-17** to Close Unopened, Platte Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street (south end).*

To close the public hearing.

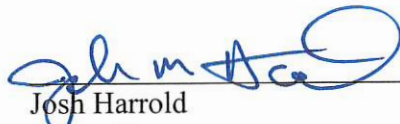
*To approve **Resolution #R-21-17** for the right-of-way closure.*

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. ADJOURNMENT



Josh Harrold
Town Manager



PUBLIC NOTICE

BLACK MOUNTAIN TOWN COUNCIL

REGULAR SESSION MEETING

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

The Black Mountain Town Council will meet for their monthly Regular Session Meeting on **Monday, August 9, 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 07/16/21



PUBLIC NOTICE

BLACK MOUNTAIN TOWN COUNCIL

AGENDA WORKSHOP MEETING AND SPECIAL CALL MEETING

Thursday, August 5, 2021 at 5:00 p.m.

The Black Mountain Town Council Agenda Workshop Meeting and Special Call Meeting will be held on **Thursday, August 5, 2021 at 5:00 p.m.** at Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the Special Call meeting is to discuss the ongoing COVID-19 pandemic.

The meeting is open to the public.

Savannah M. Parrish
Savannah Parrish
Town Clerk

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

Posted to the Town Bulletin Board 8/2/21



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
AGENDA WORKSHOP MEETING MINUTES
July 8, 2021

THE BLACK MOUNTAIN TOWN COUNCIL held an agenda workshop on Thursday, July 8, 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, July 12, 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 **7A**, The Riverwalk Greenway Update. The Greenway Commission is recommending that the Greenway be brought down Midland Avenue. The Mayor instructed the Town Manager to speak with homeowners on Midland Avenue to gauge their feelings about the proposed route.

Council Member King about the American Rescue Plan Guidelines that allow funds to be used to give bonuses to essential employees, and expressed her support for giving bonuses to Town employees.

The Council briefly discussed the process by which they would handle appointments to various Boards and Commissions. Mayor Harris proposed swearing in the new council member at the regular session meeting on Monday, July 12, 2021. The Town Clerk was instructed to contact each applicant to invite them to the meeting.

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

Council Member King mentioned the library wish list requested by the County Commissioners. Attorney Ron Sneed confirmed that the Black Mountain Library Board reviewed the list and that he will present it to the Council at the regular session meeting on Monday, July 12, 2021.

There being no further discussion Mayor Larry B. Harris adjourned the meeting at 5:14 p.m.

ATTEST:

Savannah Parrish, Assistant to Manger/Town Clerk

Larry B. Harris, Mayor

**TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: August 9, 2021

SUBJECT: Resolution for exemption from the Mini Brooks Act

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5B
Department:	Administration
Contact:	Josh Harrold, Town Manager
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: Staff recommends the Town Council to exempt itself from the Mini Brooks Act NCGS 143-64.31. In reference to performing the water study, which will fall under the \$50,000 threshold, staff would like to consider qualified contractors based on the cost to perform the service.

MOTION FOR CONSIDERATION: Approve as presented.

FUNDING SOURCE: n/a

ATTACHMENTS: none

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented

RESOLUTION #R-21-13

**RESOLUTION EXEMPTING TOWN OF BLACK MOUNTAIN
FROM G.S. 143-64.31**

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee;

WHEREAS, the Town proposes to enter into one or more contracts for design services for work on The Capital Improvement Plan and preparing a Financial Analysis for its Water Fund; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

I move the adoption of the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, this the 9th day of August, 2021.

ATTEST:

Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

Town Council Regular Session
August 9, 2021

RESOLUTION #R-21-15

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA AWARDING TO RETIRING POLICE CHIEF SHAWN FREEMAN HIS BADGE AND SERVICE SIDEARM

WHEREAS, Shawn Freeman has served the Town of Black Mountain, the Black Mountain Police Department and the citizens of Black Mountain for over 4 years; and

WHEREAS, G.S. 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, G.S. 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring member; and

WHEREAS, Shawn Freeman has served as a member of the Town of Black Mountain Police Department in the capacity of Police Chief and retired from the Town of Black Mountain Police Department effective on July 21, 2021, and

WHEREAS, Shawn Freeman should be recognized for his commitment to the community, we recognize his service and thank him for a job well done

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina as follows:

The Town Manager or his designee is hereby authorized in accordance with the provisions of G.S. 20-187.2 to transfer to Shawn Freeman the badge worn by him during his service with the Town of Black Mountain Police Department and his service sidearm.

DULY ADOPTED this the 9th day of August 2021.

Larry B. Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: August 9th, 2021

SUBJECT: Budget Amendment Fire Department

AGENDA INFORMATION

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

BRIEF SUMMARY:

Transfer approved FY22 Fire Department Budget to the new Fire Department Fund

Budget Impact:

Decrease General Fund Expenses	Expenses	\$1,371,000.00
Decrease General Fund Revenues	Revenues	\$1,371,000.00
Increase Fire Department Expenses	Expenses	\$2,288,425.00
Increase Fire Department Revenue	Revenues	\$2,288,425.00

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:

07/26/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-10-5300-020	SALARIES & WAGES	\$1,258,100.00	
10-10-5300-021	SALARIES-PART-TIME,TEMP	\$119,525.00	
10-10-5300-023	CONTRACT LABOR	\$0.00	
10-10-5300-050	FICA EXPENSE	\$91,800.00	
10-10-5300-060	GROUP INSURANCE	\$147,300.00	
10-10-5300-070	RETIREMENT LGERS	\$191,100.00	
10-10-5300-080	RETIREMENT 401K	\$52,600.00	
10-10-5300-110	TELEPHONE	\$13,800.00	
10-10-5300-140	PROF DEVELOPMENT	\$23,000.00	
10-10-5300-160	M & R EQUIPMENT	\$37,800.00	
10-10-5300-170	M & R TRUCKS	\$29,000.00	
10-10-5300-310	DIESEL AND UNLEADED FUEL	\$20,000.00	
10-10-5300-320	MED CERTIFICATION	\$10,500.00	
10-10-5300-330	DEPARTMENT SUPPLIES	\$23,400.00	
10-10-5300-331	MED SUPPLIES	\$7,000.00	
10-10-5300-360	UNIFORMS	\$36,500.00	
10-10-5300-530	DUES & SUBSCRIPTIONS	\$19,000.00	
10-10-5300-540	FIREMENS PENSION	\$3,000.00	
10-10-5300-580	TRANSFER TO CAPITAL RES FUND	\$70,000.00	
10-10-5300-730	CAPITAL OUTLAY	\$135,000.00	
10-10-3420-400	NC FIRE TAX STATE BUILDING		\$21,000.00
10-10-3415-400	FIRE DISTRICT AD VAL TAX		\$1,020,000.00
10-10-3415-401	FIRE DISTRICT SALES TAX DIST		\$330,000.00
10-00-5000-651	TRANSFER OUT		\$917,425.00
42-00-0000-902	TRANSFER IN	\$917,425.00	
42-00-0000-400	FIRE DISTRICT AD VALOREM TAX	\$1,020,000.00	
42-00-0000-401	COUNTY SALES TAX DISTRIBUTION	\$330,000.00	
42-00-0000-402	STATE INSURANCE DISTRIBUTION	\$21,000.00	
42-00-5300-020	SALARIES-REGULAR		\$1,238,100.00
42-00-5300-022	SALARIES-OVERTIME		\$20,000.00
42-00-5300-021	SALARIES-BOARD/PART-TIME/AUX		\$119,525.00

42-00-5300-050	FICA EXPENSE		\$91,800.00
42-00-5300-060	GROUP MEDICAL & LIFE INSURANCE		\$147,300.00
42-00-5300-07	STATE RETIREMENT EXPENSE		\$191,100.00
42-00-5300-080	401(K) EXPENSEE		\$52,600.00
42-00-5300-090	MEDICAL REQ-DRUG/PHYSICAL/ETC		\$10,500.00
42-00-5300-093	EMPLOYEE APPRECIATION		\$3,000.00
42-00-5300-094	FIREMAN PENSION CONTRIBUTION		\$3,000.00
42-00-5300-132	UTILITY SERVICES-TELEPHONE/INTERNET		\$8,000.00
42-00-5300-134	CELLPHONE STIPEND		\$5,800.00
42-00-5300-140	TRAINING		\$15,000.00
42-00-5300-145	TRAVEL		\$8,000.00
42-00-5300-151	R&M-EQUIPMENT		\$14,000.00
42-00-5300-152	R&M-VEHICLES		\$29,000.00
42-00-5300-154	R&M-TRAFFIC LIGHTS/SIGNALS/HYDRANTS		\$1,500.00
42-00-5300-310	FUEL		\$20,000.00
42-00-5300-330	SUPPLIES AND MATERIALS		\$13,200.00
42-00-5300-331	OFFICE SUPPLIES		\$4,200.00
42-00-5300-332	JANITORIAL SUPPLIES		\$4,500.00
42-00-5300-360	UNIFORMS		\$36,500.00
42-00-5300-380	NON-CAPITAL EQUIPMENT		\$47,000.00
42-00-5300-420	LEASE/RENTAL-EQUIPMENT		\$1,800.00
42-00-5300-445	PROFESSIONAL LICENSE/DUES/CERTIFICATIONS		\$6,300.00
42-00-5300-59	MISCELLANEOUS EXPENSE		\$1,000.00
42-00-5300-651	TRANSFER OUT		\$70,000.00
42-00-5300-704	CAPITAL OUTLAY-EQUIPMENT		\$45,000.00
42-00-5300-705	CAPITAL OUTLAY-VEHICLE		\$65,000.00
42-00-5300-350	TECHNOLOGY SUPPORT/FEES/EQUIPMENT		\$15,700.00
Total:		\$4,576,850.00	\$4,576,850.00

REASON FOR BUDGET AMENDMENT

transfer existing fire budget to the new fire department fund

Entered by:

Department Head signature:

Tammy Hollander

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: August 9th, 2021**

SUBJECT: Budget Amendment Swannanoa River Restoration

AGENDA INFORMATION

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

BRIEF SUMMARY:

Pigeon River Grant Funds designated for the Swannanoa River Restoration Project were received into the general fund in 2019. Amendment needed to move these funds from the available fund balance in general fund into the newly created Swannanoa River Restoration Project Fund.

Budget Impact:

Increase Appropriated Fund Balance	10-00-3905-900	\$28,000.00
Increase Transfer Out	10-00-5900-955	\$28,000.00

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:

07/14/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3905-900	Appropriated Fund Balance		\$28,000.00
10-00-5900-955	Transfer Out	\$28,000.00	
Total:		\$28,000.00	\$28,000.00

REASON FOR BUDGET AMENDMENT

Pigeon River Grant Funds designated for the Swannanoa River Restoration Project were received into the general fund in 2019. Budget Amendment to move those funds to the Swannanoa River Restoration Project.

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: August 9th, 2021**

SUBJECT: Resolution and Budget Amendment Developmental Services

AGENDA INFORMATION

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

BRIEF SUMMARY:

Resolution creating a Developmental Services Special Revenue Fund to track and manage revenue and expenses related to Developmental Services as defined in NCGS§160D-402(a). Transfer approved FY22 Building, Planning, and Zoning Budget to the new Developmental Services Fund

Budget Impact:

Decrease General Fund Expenses	Expenses	\$449,946.00
Decrease General Fund Revenues	Revenues	\$449,946.00
Increase Developmental Services Expenses	Expenses	\$449,946.00
Increase Developmental Services Revenue	Revenues	\$449,946.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

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



Resolution # R-21-16

**RESOLUTION
FOR CREATION OF THE DEVELOPMENTAL SERVICES SPECIAL REVENUE FUND**

WHEREAS, Technology Fees collected for services provided by the Developmental Services staff shall be restricted to only be used for the expenses to sustain improved technologies to allow staff to perform inspections and related services; and

WHEREAS, A Special Revenue fund will be established to provide more accountability, transparency, and a more efficient means to track and manage the expenses and revenues related to Technology for developmental services as defined in NCGS§160D-402(a).

WHEREAS, In accordance with § 159-26(b)(2). The local government may create a Special Revenue Fund; and

WHEREAS, all transactions related to Technology Fees will be kept in a special revenue account that is not co-mingled with other funds to prevent the accidental inclusion of Non-Developmental Services transactions; and

NOW, THEREFORE, BE IT RESOLVED BY THE BLACK MOUNTAIN TOWNCOUNCIL:

- Establishment of Special Revenue Fund. There is hereby established the Technology Fund Special Revenue Fund pursuant to the provisions of § 159-26(b)(2) of the General Statutes of North Carolina.
- Copies of this special revenue fund resolution shall be furnished to the Town Manager, the Finance Director and to the Town Clerk.
- The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records in a Special Revenue Fund to satisfy the requirements of the North Carolina General Assembly
- That Except where prohibited by grant requirements, or state or federal laws, the Town Manager is authorized to make and enter into contracts on behalf of the Town to expend the grant funds received.

Duly adopted by the Town Council of Black Mountain on this the 8th day of August, 2021.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk



BUDGET AMENDMENT REQUEST FORM

DATE:

07/29/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-10-5400-020	SALARIES & WAGES		\$156,146.00
10-10-5400-021	SALARIES-PART-TIME,TEMP		\$12,800.00
10-10-5400-050	FICA EXPENSE		\$24,000.00
10-10-5400-060	GROUP INSURANCE		\$28,100.00
10-10-5400-070	RETIREMENT LGERS		\$41,200.00
10-10-5400-080	RETIREMENT 401K		\$11,400.00
10-10-5400-040	PROFESSIONAL SERVICES		\$59,600.00
10-10-5400-110	TELEPHONE		\$1,800.00
10-10-5400-140	PROF DEVELOPMENT		\$5,000.00
10-10-5400-160	M & R EQUIPMENT		\$2,100.00
10-10-5400-170	M & R TRUCKS		\$2,500.00
10-10-5400-310	DIESEL AND UNLEADED FUEL		\$1,500.00
10-10-5400-330	DEPARTMENT SUPPLIES		\$8,700.00
10-10-5400-331	BOARD AND COMMISSIONS EXPENSE		\$16,000.00
10-10-5400-340	BANKING FEES		\$3,700.00
10-10-5400-360	UNIFORMS		\$400.00
10-10-5400-450	CONTRACT SERVICES		\$14,500.00
10-10-5400-530	DUES & SUBSCRIPTIONS		\$3,500.00
10-10-5400-730	CAPITAL OUTLAY		\$57,000.00
10-10-3425-400	FIRE INSPECTION FEES	\$15,000.00	
10-10-3430-400	BUILDING PERMITS	\$300,000.00	
10-10-3455-400	VARIANCE AND REVIEW FEES	\$7,500.00	
10-00-5000-651	TRANSFER OUT	\$127,446.00	
44-00-0000-902	TRANSFER IN		\$127,446.00
44-00-3430-400	BUILDING INSPECTION FEE		\$307,500.00
44-00-3430-405	BUILDING FIRE INSPECTION FEE		\$15,000.00
44-00-5000-020	SALARIES-REGULAR	\$156,146.00	
44-00-5000-021	SALARIES-BOARD/PART-TIME/AUX	\$12,800.00	
44-00-5000-050	FICA EXPENSE	\$24,000.00	
44-00-5000-060	GROUP MEDICAL & LIFE INSURANCE	\$28,100.00	
44-00-5000-070	STATE RETIREMENT EXPENSE	\$41,200.00	
44-00-5000-080	401(K) EXPENSEE	\$11,400.00	
44-00-5000-102	PROFESSIONAL SERVICES-LEGAL	\$15,000.00	

44-00-5000403	PROFESSIONAL SERVICES-ENGINEERING/SURVEY	\$52,000.00	
44-00-5000-104	CONTRACT SERVICES	\$10,600.00	
44-00-5000-132	UTILITY SERVICES-TELEPHONE/INTERNET	\$1,300.00	
44-00-5000-134	CELLPHONE STIPEND	\$500.00	
44-00-5000-140	TRAINING	\$6,000.00	
44-00-5000-152	R&M-VEHICLES	\$2,500.00	
44-00-5000-310	FUEL	\$1,500.00	
44-00-5000-330	SUPPLIES AND MATERIALS	\$3,700.00	
44-00-5000-331	OFFICE SUPPLIES	\$5,000.00	
44-00-5000-360	UNIFORMS	\$400.00	
44-00-5000-420	LEASE/RENTAL-EQUIPMENT	\$1,800.00	
44-00-5000-445	PROFESSIONAL LICENSE/DUES/CERTIFICATIONS	\$3,500.00	
44-00-5000-599	MISCELLANEOUS EXPENSE	\$300.00	
44-10-5000-710	CAPITAL OUTLAY-PEDESTRIAN BIKE PLAN	\$37,000.00	
44-10-5000-711	CAPITAL OUTLAY-PEDESTRIAN CONNECT I-40	\$20,000.00	
46-00-5000-350	TECHNOLOGY SUPPORT/FEES/EQUIPMENT	\$11,500.00	
46-00-5000-430	CREDIT CARD PROCESSING FEES	\$3,700.00	
Total:		\$899,892.00	\$899,892.00

REASON FOR BUDGET AMENDMENT

transfer existing planning and zoning budget to the new Developmental Services

Entered by:

Department Head signature:

Danny Hollander

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



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: August 9th, 2021

SUBJECT: Swannanoa River Restoration Capital Project Fund Ordinance.

AGENDA INFORMATION

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

BRIEF SUMMARY:

On 06/01/21 the Town of Black Mountain received notification that the NCDEQ had approved Grant Contract CW18533 WRDG 2019F Swannanoa River Restoration. The Town has been awarded \$74,000 in grant funds. Per the contract the Town's matching requirement is \$74,000 with an additional \$22,500 commitment to complete the project. The total contract amount per the award letter is \$170,500

The Town of Black Mountain has received \$50,000 from Duke Power grant and \$28,000 from Pigeon River Grant Funds toward the town's required commitment. The remaining commitment amount of \$18,500 will be transferred from the Town's general fund available fund balance.

Based on NC General Statute 159-13.2 the Town is authorizing and budgeting for the Swannanoa River Restoration Capital Project with the approval of this Capital Project Fund Ordinance.

MOTION FOR CONSIDERATION: Council to approve the Swannanoa River Restoration Capital Project Fund Ordinance

ATTACHMENTS: Ordinance and Budget amendment

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



Town of Black Mountain Swannanoa River Restoration Capital Project Fund Ordinance

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

Section 1. The project authorized is the Swannanoa River Restoration Capital Project, NC Grant Contract CW18533, Project number WRDG 2019F

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents, and the budget contained herein.

Section 3. The following anticipated Revenues are hereby adopted:

Swannanoa River Restoration		
<u>Account Number</u>	<u>Account Description</u>	<u>Revenue Amount</u>
59-00-0000-300	Grant Revenue	\$74,000.00
59-00-0000-390	Transfer In	\$18,500.00
59-00-0000-301	Duke Energy Grant	\$50,000.00
59-00-0000-302	Pigeon River Grant	\$28,000.00
Total Revenue		\$170,500.00

Section 4. The following anticipated appropriations are hereby adopted:

Swannanoa River Restoration		
<u>Account Number</u>	<u>Account Description</u>	<u>Expense Amount</u>
59-00-5000-403	Professional Services-Engineering	\$5,000.00
59-00-5000-600	Construction Contract	\$121,700.00
59-00-5000-503	Capital Outlay-Land Appraisals/survey	\$8,500.00
59-00-5900-900	Contingency	\$19,500.00
59-00-5000-400	Permits, license, fees	\$8,000.00
59-00-5000-470	Supplies and Materials	\$7,800.00
Total Expenses		<u>\$170,500.00</u>

Section 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6. Copies of this Capital 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 7. 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 9th day of August, 2021.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk



BUDGET AMENDMENT REQUEST FORM

DATE: 07/14/21

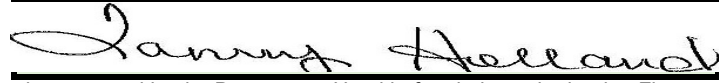
BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3905-900	Appropriated Fund Balance		\$18,500.00
10-00-5900-955	Transfer Out	\$18,500.00	
59-00-0000-390	Transfer In		\$18,500.00
59-00-0000-300	Grant Revenue		\$74,000.00
59-00-0000-301	Duke Energy Grant		\$50,000.00
59-00-0000-302	Pigeon River Grant		\$28,000.00
59-00-5000-403	Professional Services-Engineering	\$5,000.00	
59-00-5000-600	Construction Contract	\$121,700.00	
59-00-5000-503	Capital Outlay-Land Appraisals/Survey	\$8,500.00	
59-00-5900-900	Contingency	\$19,500.00	
59-00-5000-400	Permits, License, Fees	\$8,000.00	
59-00-5000-470	Supplies and Materials	\$7,800.00	
Total:		\$189,000.00	\$189,000.00

REASON FOR BUDGET AMENDMENT

Establish Swannanoa River RestorationCapital Project Budget Per Capital Project Budget Ordinance O-21-13

Entered by:

Department Head signature: 

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

STATE OF NORTH CAROLINA
COUNTY OF WAKEGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **1182**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF BLACK MOUNTAIN** (the "Grantee").

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Grantee's Award Letter (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Grantee's No Conflict-of-Interest Certification (Attachment F)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from the date upon which all parties have signed this Agreement to **02/18/2023**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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- b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
 - c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
- 6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

- 7. Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8. Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **SEVENTY-FOUR THOUSAND DOLLARS (\$74,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	NC General Assembly	NA

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Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$74,000.00	1604	536990	4018

Grantee Matching Information:

- ☐ a. There are no matching requirements from the Grantee.
- ☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☒ c. The Grantee's matching requirement is **\$74,000.00**, which shall consist of:

X	In-Kind	\$ 2,500.00
X	Cash	\$13,000.00
	Cash and In-Kind	\$
X	Other / Specify: Other Non-Federal	\$58,500.00

- ☒ d. The Grantee is committing to an additional **\$22,500.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$170,500.00**.

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department thirty (30) days prior to the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division prior to the date on which the termination or expiration of this Agreement becomes effective. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

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- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Jessica Trotman, Planning Director Town of Black Mountain 160 Midland Avenue Black Mountain, NC 28711 Telephone: 828-419-9300 Email: jessica.trotman@townofblackmountain.org	Amin Davis, State and Local Projects Manager NC DEQ Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-9132 Email: amin.davis@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

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Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

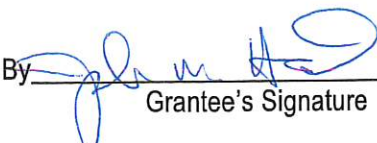
The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

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TOWN OF BLACK MOUNTAIN

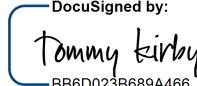
By 
Grantee's Signature

Josh M. Harrold
Printed Name and Title

Town of Black Mountain
Organization

3/24/21
Date

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

DocuSigned by:
By 
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

6/1/2021
Date

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

N.C. Division of Water Resources

Water Resources Development Grant Program – State & Local Fall 2019 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (DEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Amin Davis at amin.davis@ncdenr.gov or (919) 707-9132.

Authority: DWR is authorized to provide grants to local governments for water resources development projects by General Statutes 143-215.70-.73 and 15A NCAC 02G .0100. These statutes can be viewed online at the following web addresses:

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

<http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20g/subchapter%20g%20rules.pdf>

Who is Eligible: Units of local government and local political subdivisions.

Application Deadlines: Applications are received throughout the year for two standard grant cycles for all non-navigation projects listed below. The spring 2019 grant cycle began January 1 and will end at the close of business on June 30. The fall 2019 grant cycle will begin July 1 and will end at the close of business on December 31. **Any complete application submittals that are not received by these dates will not be eligible for review and funding for this application review cycle.**

Eligible Purposes and Cost-Share Percentages: The department may provide state funds in amounts not to exceed the percentages stated in G.S. 143-215.71 of either the non-federal costs (in the case of a federal agency project) or the total costs (in the case of a project not receiving federal funds). The General Assembly placed a 50% cost-share maximum on Water Resources Development Grant awards during their 2011 session. This limit will remain in place until rescinded by the General Assembly. Navigation and Natural Resources Conservation Service's Environmental Quality Incentives Program (NRCS-EQIP) stream restoration projects may be funded at a different percentage depending on the funding source. DWR can issue grants for the non-federal share of water resources development projects for the following purposes: Based on limited annual funding received for grant awards statewide, Applicants are generally encouraged to not exceed a \$200,000 funding request; however larger awards are allowed. **Additionally, it is recommended that Administrative costs not exceed 10% of the total project budget.** Grants may be made for the nonfederal share of water resources development projects for the following purposes:

- **Stream Restoration:** Restoration or stabilization of degraded streams & shorelines, aquatic barrier removals, etc.
- **Water Management:** Stormwater control measures, drainage, flood control, hydrologic restoration, etc.
- **Water-based Recreation Sites:** Greenways/Boardwalks, Paddle Access, Fishing Docks/Piers; land acquisition for water based recreation sites operated by local governments.
- **Preliminary Feasibility or Engineering Study:** towards implementation of one of the four eligible categories listed here.
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on grant's website below for details.

Please contact Amin Davis (amin.davis@ncdenr.gov) for questions regarding projects listed above. Funding is also available through Water Resources Development Grant awards for dredging projects associated with General and Recreational Navigation. Applicants should contact Coley Cordeiro (Coley.Cordeiro@ncdenr.gov) for more information about the guidelines, eligibility and application process for these projects.

Project Eligibility: Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance provided that the applicant is a unit of local government. **Non-eligible purposes include projects directly associated with meeting an existing permit requirement (i.e., NPDES Phase I and Phase II Stormwater), generating nutrient credits, environmental regulatory enforcement actions and small watershed projects of the NRCS (reviewed by the N.C. Soil and Water Conservation Commission). Compensatory mitigation projects and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332) are non-eligible purposes.** Compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Should a compensatory mitigation project be conducted on land previously acquired using DWR grant funds the mitigation project sponsor shall reimburse either DWR or its grantee for the full value, plus appreciation, of the DWR investment in that portion of the land to be used for compensatory mitigation to ensure that DWR does not directly or indirectly subsidize the mitigation project.

Pre-Application Site Visit: A pre-application site visit shall be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist DWR in determining if the project meets the applicable review criteria listed in GS §143-215.72. **This site visit shall be scheduled with DWR prior to the end of the grant application cycle if possible. A scaled conceptual project plan map and brief project narrative shall be provided to the DWR Grant Administrator prior to this site visit. For greenway/trail projects, applicants are encouraged to flag proposed alignments if not in obvious rights-of-ways prior to a site visit.**

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator (or designee) information about the conceptual restoration plans associated with a proposed project, and 3.) for the DWR Grant Administrator (or designee) to photo-document the project area to facilitate the application review process.

Application Submittal

An application for Water Resources Development Grant funding shall include information about the five items listed below to be considered complete. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. The most recent versions of all required forms and grant information shall be used and can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website frequently for updates.

I. Application Spreadsheet (MS Excel) – The most recent version of the application spreadsheet shall be used. All applications should include the appropriate project information in the designated sheets including contacts, general information, narratives, treatment amounts, benefits, budget, and budget in-kind notes. Detailed instructions about how to complete this application are provided on the *Instructions* sheet of this spreadsheet.

The project narrative shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief letter on the Applicant's official letterhead shall be provided that clearly states: 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to implement an associated WRDG-eligible project resulting from this Study, and 3.) the estimated project implementation timeline after completion of this Study. Studies may be used to more accurately determine project costs, benefits and/or scale of development.**

The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of Non-Federal funding contributions on the application's Budget Sheet to minimize the potential for duplicative funding for identical work activities associated with a single project. Costs associated with land acquisition are only reimbursable for eligible Water-Based Recreation projects. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as In-kind match for the project. **The complete application will be included in the DEQ contract documentation; therefore it is very important that its contents are accurate and complete.**

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map or overlain on recent aerial photography. This map shall be at a small scale (zoomed out) to show the project area within the context of a watershed, county or region. The second map shall be a conceptual plan that describes the location of project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area. 30% project design drawings shall also be provided if available.

III. Official Resolution - The Applicant shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. An Official Resolution template is available for download from our grant website. In most circumstances the responsibilities listed below shall be included in the Official Resolution. However, this resolution template can be adapted to fit the unique circumstances of a specific project. **Written justification shall be provided to DWR for any responsibilities listed below that are not included in the Official Resolution.**

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

** For "Feasibility / Engineering Study Grants" only Items 1 and 3 are required in the Resolution. See Study Resolution Template located on our website.*

IV. No Conflict of Interest Certification – Applicants must provide certification that the applicant, applicant's subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

V. Supplementary Documentation – Additional supplementary documentation (reports, photos, letters of support, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Application submittal documents shall be emailed to amin.davis@ncdenr.gov by the close of business of the last day of the application cycle. **If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.**

Note: It is the Applicant's responsibility to ensure their application is accurate and complete at the time of submission to DWR. Any application errors or modifications must be submitted by the Applicant to DWR within 30 calendar days of the end of the Application Cycle in which the application was submitted. Erroneous or incomplete application information can also lead to significant delays with the issuance of a DEQ Contract should the project be recommended for grant funding.

DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information provided in the application or project budget. **Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR.** Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.

Grant Application Review and Approval

The following criteria will be used to approve, approve in part, or disapprove grant applications:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

Applicant Obligation – Environmental Permitting

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

Review Decisions

This is a competitive grant program due to limited funding availability. The grant's review criteria is contained within the *Benefits & Evaluation Criteria* sheet of the application form. A multi-agency review team comprised of various subject-matter experts reviews each application to assist the DWR Grant Administrator and Division Director with establish funding priorities. Applications that receive a total cumulative review team score of less than 50% will not be recommended for funding.

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

Projects Not Awarded Funding

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted must complete and submit a new application to DWR if they wish to re-apply for funding consideration. A new application submittal will also be required if there have been changes to the project scope or budget. The spring grant cycle ends on June 30th and the fall cycle ends on December 31st of each year.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter in to a grant contract with DEQ. A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. **Contracts are valid for two years from the date the contract document is sent to grant recipient for contract execution.**

Contract Modifications

Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Typical changes that require a contract modification are listed below.

Project Scope/Budget Changes: The minimum information that shall be supplied to the Grant Administrator for consideration includes a brief written narrative containing the justification for any proposed changes and revised scope of work; revised budget sheet and revised project plan/map to scale (if applicable). Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

Extension Requests: Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted at least 45 days prior to the DEQ contract expiration date by the project sponsor or primary contact via email in a cover letter on official agency letterhead. This request shall include a justification statement, current project status update and anticipated project schedule moving forward.

Any documentation associated with a contract modification should be submitted electronically to Amin.Davis@ncdenr.gov.

Grant Reimbursements

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued that are detailed in the contract budget and are considered eligible

reimbursable expenses in our *Reimbursement Instructions* document are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. **Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least quarterly.** DWR will normally pay the Grantee by check or electronically within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. If the Grantee decides that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive approval of those changes. Unapproved changes will not be eligible for state cost-sharing. **Grantees shall submit reimbursement requests in accordance with their fully-executed DEQ Contract and the *Reimbursement Instructions* document on our website.**

Reimbursement requests shall include:

1. A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date
2. Copies of subcontractor invoices or other documentation of materials, services and other project costs listed on the subcontractor's letterhead.
3. A completed *Reimbursement Tracking Summary* spreadsheet.

The reimbursement request and supporting documentation should be submitted electronically to Amin.Davis@ncdenr.gov. DWR will retain 10% of the total grant award amount until after the final project has been inspected and accepted by DWR staff.

**** An example reimbursement summary table is provided as *Attachment 1* at the end of this document.**

Requests For Additional Funding

Grant recipients can submit a request for additional funding consideration to DWR for a maximum of 25% of the maximum grant award, not to exceed \$100,000. This request shall be submitted by the project sponsor or primary contact on a cover letter with official agency letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

- a narrative describing the circumstances/need for an increased funding award, summary of current project status and anticipated project implementation schedule.
- copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

DWR will review this information and respond to the Grantee with a decision regarding increased funding within 30 calendar days. Funding increases are subject to the availability of funds and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant or Co-Applicant.**

Project Close-Out

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with a scaled version of the most recent set of permit, as-built/record or construction drawings electronically in an Adobe PDF format prior to the close-out site visit. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the Grantee. However, DWR may also substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, DEQ contract (including amendments, if applicable) and approved plans/specifications.

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DWR will review the accounting statements and request DEQ to reimburse the Grantee for the remaining 10% of the department's share of the non-federal cost.

Attachment 1 – Grant Reimbursement Example for 50/50 Match**Project Cost: \$100,000****Federal Cost Share: \$50,000****Non-Federal Cost Share: \$25,000****DWR Grant Award: \$25,000**

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$200.00	\$4,800.00	\$2,000.00		

Total Expenditure	\$7,000.00
50% Reimbursement	\$3,500.00
Payment Amount	\$3,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$750.00	\$29,000.00

Total Expenditure	\$30,000.00
50% Reimbursement	\$15,000.00
Payment Amount	\$15,000.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$1,000.00	\$47,000.00

Total Expenditure	\$48,250.00
Remaining DWR Grant Amount	\$6,500.00
10% Withholding	\$2,500.00
Payment Amount	\$4,000.00

Payments	Amount
#1	\$3,500.00
#2	\$15,000.00
#3	\$4,000.00
#4 (Post close-out)	\$2,500.00
Total DWR Payment	\$25,000.00

DEQ Contract CW18533		DWR Water Resources Development Grant Application For State & Local Projects - Fall 2019 Cycle	
Please enter information into yellow cells in each labeled sheet listed below. Complete in-kind Budget Notes for any budget item where in-kind amount is listed.			
Contact Information			
Project Narrative			
Treatments			
Benefits & Evaluation Criteria			
Project Budget			
In-kind Budget Notes			
NOTES			
Applicants are strongly encouraged to read the Grant Guidelines document that can be viewed and/or downloaded from the grant website below prior to completing this application.			
A complete Application Package consists of: 1.) all completed sheets of this Excel file, 2.) scaled conceptual project planmap, 3.) signed Model Resolution form, & 4.) signed No Conflict of Interest form. Supplementary documentation (reports, photos, letters of support, etc.) are not required but can be provided as separate attachments via email. Additional documentation is required for Feasibility Studies & UCCs- CQIP Stream Restoration Projects. This application form will become part of the DEQ Contract documentation should a project be recommended for funding by DWR. Please make sure all information contained is accurate and complete.			
Applicant must be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and contract administration. Project Supporter is any additional organization or individual who has provided a Letter of Support for the project.			
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a Project Supporter on the Project Information sheet.			
A scaled conceptual planmap is required that should directly reflect the proposed locations of all project elements listed in the Project Narrative.			
The required Model Resolution and/or Conflict of Interest forms can be downloaded from the grant website below.			
Some state entities in the following sheets have a dropdown list to select a specific category. Other cells have a red arrow in the upper right corner to hover over for viewing additional guidance.			
To Create Adobe PDF Document of this Application: File> Print> Select Adobe PDF> under Printer, Select Canon & Save As PDF dialog appears.			
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Ann Davis at 916-707-9192 / ann.davis@cdwr.gov.			
https://dwr.ca.gov/about/divisions/water-resources/grants/index.html			
When you save this application, please save it as a PDF file. Along with all supplementary application documents, please email the PDF file to ann.davis@cdwr.gov .			
Any modifications to the content or formatting of this form without the prior consent of the DWR Grant Administrator are strictly prohibited.			

STATE & LOCAL PROJECTS			PROJECT CERTIFICATIONS	
Included	Required Items	Format	Yes ☒ No ☐ N/A ☐	Project is NOT associated with an existing permit requirement or compensatory mitigation. All sources of non-federal matching funds have been listed in the Budget sheet. Please click all relevant check boxes above to indicate item has been addressed
☒	All Required Application Sheets Completed	Excel File		
☒	Scaled Conceptual Project Plan/Map	Pdf (preferred), Jpeg		
☒	Signed & Completed Official Resolution Form	Pdf (preferred), Jpeg		
☒	Signed & Completed No Conflict of Interest Form	Pdf (preferred), Jpeg		
	Supplemental Items (Not Required)			
☒	Relevant Data, Reports, Photos	Pdf		
☒	Relevant Data, Reports, Photos	Jpeg		
☒	Relevant Data, Reports, Photos	Upload to FileSharing Website		
	Please click all relevant check boxes above to indicate item is included			
NRCS-EQIP STREAM RESTORATION PROJECTS				
Included	Required Items	Format		
☒	All Required Application Sheets Completed	Excel File		
☒	Scaled Conceptual Project Plan/Map	Pdf (preferred), Jpeg		
☒	Signed & Completed Official Resolution Form	Pdf		
☒	Signed & Completed No Conflict of Interest Form	Pdf		
☒	Signed & Completed Co-Applicants No Conflict of Interest Policy	Pdf		
☒	Signed & Completed Resolution Affirmation	Pdf		
☒	Signed NRCS CPA-1156 Conservation Plan or Schedule of Operations	Pdf		
☒	EQIP Eligible Practices Spreadsheet	Excel File		
☒	Project includes Clean Water Management Trust Funding			
	Please click all relevant check boxes above to indicate item is included			

WATER ID	Contact Name	Contact Type	Contact Agency	Contact Address	Contact City	Contact State/Abbreviation	Contact ZIP	Contact Phone	Contact Phone Ext	Contact Email	Notes
1090	Don Collins	Applicant	City of Raleigh	1501 E. Hargett St.	Raleigh	NC	27601	919.972.4100		don.collins@cityofraleigh.org	
1090	Jessica Traxman	Primary Contact/Contact	City of Raleigh	1501 E. Hargett St.	Raleigh	NC	27601	919.972.4100		jessica.traxman@cityofraleigh.org	
1090	Andrew Bird	Engineer/Consultant	Handwerks	455 South Main St.	Asheville	NC	28804	828.606.0306		andrew@handwerks.com	

Applicant is the local government representative who will sign resolution & authority who will sign resolution & No Conflict of Interest Form. Please Add the state contact for Applicant's Primary Contact. For some counties have separately designated a County Manager/Town Manager/Chairperson of Council or Board/Commissioner.

Select Applicant for the eligible unit of local government with signatory authority who will sign Resolution & No Conflict of Interest Form. Select Primary Contact for Applicant's Grant Contract. Applicant's Grant Contract responsible for project oversight and management. Select Engineer/Consultant assisting Applicant with contract administration or responsible for any portion of project not implemented by local government itself. Select project supporter for any organization or individual who has provided a letter of support for the project.

State Abbreviation

Phone Extension (if Applicable)

Information is not required here but supplementary information about any contact can be entered below. If non-governmental (i.e., profit or non-profit) organization, please indicate here.

[illegible]

Project ID	Project Name	Project Description of the overall Project Scope (What's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment is and how the scope will specifically address the impairment. For Phased projects please describe overall phasing plan and indicate what phase of project funds are currently being requested for. Maps should also reflect phasing. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.	Brief description of Existing Site Conditions, Land Use Within & Immediately Adjacent to Project Area.
		Existing Conditions	
1060	Project Scope: Stream This project will restore and stabilize approx 2000 LF of the Swanton River located in Veterans Park In Black Mountain.	The proposed program will use natural materials, including stone, wood and native riparian plant species, to address channel instability. In areas where banks are eroding, bank grading will lessen steep slopes and allow for the installation of bioengineering practices to quickly establish native riparian shrubs and their establishing root masses. In-stream structures will be used to provide gradient of in the river bed and direct flow to the center of the channel, which will help reinforce established banks and promote the formation of riffles and pools. The primary goal of the program is to stabilize the eroding banks and riparian forest using natural materials such as stone and wood and native riparian plantings.	The Veterans Park reach of the Swanton River is suffering from bank erosion, degraded aquatic habitat, fine sediment pollution and loss of bank. In recent years, multiple large flood events have caused several feet of lateral bank migration, the loss of several mature trees and the formation of persistent mid-channel sediment bars. Left unchecked, the condition of the river will continue to degrade water quality and aquatic habitats, and threaten park facilities on the left bank and a sanitary sewer main on the right bank.

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2019

Treatments Sheet

Attachment C
DEQ Contract CW18533

Provided by Grant Administrator	Select from Treatment Type below. Phase lists all treatment types separately associated with project.	Enter number associated with correct units based on Description for the Treatment Type below	Latitude in decimal degrees format (35.12345) based on Location. First column below	Longitude in decimal degrees format (78.12345) based on Location. First column below	Please enter supplementary information in this column for treatments listed based on Guidelines in chart below.
WSP2024 ID	Treatment Type	Treatment Length/Area	Latitude, DD	Longitude, DD	Notes
1080	Riparian Buffer Planting/Restoration (Acres)	2.00	35.60924	-82.38622	
1080	Streambank Stabilization (ft)	1000.00	35.60924	-82.38622	
1080	Stream Restoration (ft)	1000.00	35.60924	-82.38622	
Eligible Purpose	Treatment Type	Description	Latitude/Longitude	Guidelines	
Stream Restoration	Aquatic Passage Improvement	Length of stream made accessible to upstream aquatic life passage by dam or barrier removal (ft)	downstream extent of project	Removal of culvert pipes, for/detritus crossings, etc.	
Stream Restoration	Dam Removal	Length of stream made accessible to upstream aquatic life passage by dam removal (miles)		Under "Notes" above please indicate proposed removal method (partial breach, complete removal, etc.). If additional stream restoration proposed please list Stream Restoration as a separate Treatment above.	
All	Feasibility/Engineering Study	Enter units for the type of Eligible Purpose and/or Other Treatment Type study is supporting	approximate center of project area	Must be for subsequent implementation of an eligible project. Per N.C. Administrative Code, "In the case of a local government water resources project where the department finds a preliminary feasibility study or engineering study is necessary to more accurately determine project costs and/or benefits and/or scale of development, the department may provide up to 50% state funding of such studies." A letter from the Applicant shall be included with the application submitted indicating the proposed project implementation timeline from completion of the feasibility study.	
Water-Based Recreation	Land Acquisition	Area of land being acquired to support water-based recreation (Acres)	approximate center of project or project area	Land acquisition and facility development for water-based recreation sites operated by local governments	
Water-Based Recreation	Recreational Facilities	Area of recreational structure constructed (Square Feet)	approximate centroid of structure	Dock/Pier, Parking Lot, Watercraft Access Structure, etc.	
Stream Restoration	Riparian Buffer	Area of riparian buffer restored or planted (Acres)	approximate centroid of continuous buffer area	Under "Notes" above please include the calculation used to estimate this acreage. For average buffer width (in feet) X length (linear feet)	
Stream Restoration	Living Shoreline Stabilization	Length of shoreline stabilized (Linear Feet)	downstream extent of project	Under "Notes" above please list approximate square footage of native living shoreline area stabilized. See https://www.livingstoninstitute.org/ for what constitutes a living shoreline.	
Water Management	Stormwater Control Measure	Drainage area treated by the stormwater control measure (Square Feet)	location of SCM Outlet/Outlet	For rooftop treatments such as cisterns/water harvesting, downspout disconnections, green roofs, treatment area is total rooftop area treated	
Stream Restoration	Stream Crossings	Length of stream crossing (linear feet)	downstream extent of structure	Under "Notes" above please indicate type of structure proposed (bridge, culvert pipe, hardened ford, etc.) and status (new or replacement) for each crossing.	
Stream Restoration	Stream Restoration/Stabilization	Length of stream that is being restored or stabilized (Linear Feet)	downstream extent of project	Restoration or stabilization using bioengineered or natural channel design methodologies	
Water-Based Recreation	Trail Constructed	Length of recreational trail constructed (Linear Feet)	start of trail	Under "Trail" Lengths provide proposed trail width (in feet). Under "Notes" enter proposed trail surface (asphalt, natural surface, gravel, screenings, cobble, etc.).	
Water Management	Wetland Treatments	Area of jurisdictional wetland being restored or enhanced (Acres)	approximate centroid of wetland boundary	Wetland restoration/enhancement of natural wetlands. If applicable, each water-control structure would be listed as a separate treatment	

2

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2019

Attachment C
DEQ Contract CW16533

Budget Sheet

Project Name

Swananoo River Restoration

Date:

5/8/2020

	DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
6.2% Administration	Cash 0.00	8,000.00	2,500.00	0.00	\$10,500.00	\$10,500.00
	In-kind			0.00	\$0.00	\$0.00
2.9% Design	Cash 0.00	2,000.00	3,000.00	0.00	\$5,000.00	\$5,000.00
	In-kind	0.00	0.00	0.00	\$0.00	\$0.00
4.7% Permitting	Cash 0.00	1,000.00	7,000.00	0.00	\$8,000.00	\$8,000.00
	In-kind			0.00	\$0.00	\$0.00
5.0% Survey	Cash 0.00	1,000.00	7,500.00	0.00	\$8,500.00	\$8,500.00
	In-kind		0.00	0.00	\$0.00	\$0.00
2.1% Construction Oversight	Cash 0.00	500.00	3,000.00	0.00	\$3,500.00	\$3,500.00
	In-kind		0.00	0.00	\$0.00	\$0.00
3.4.7% Construction	Cash 37,000.00	0.00	22,100.00	0.00	\$59,100.00	\$59,100.00
	In-kind		0.00	0.00	\$0.00	\$0.00
3.4.7% Construction Materials	Cash 37,000.00	0.00	22,100.00	0.00	\$59,100.00	\$59,100.00
	In-kind		0.00	0.00	\$0.00	\$0.00
4.6% Plant Materials	Cash 0.00	0.00	7,800.00	0.00	\$7,800.00	\$7,800.00
	In-kind		0.00	0.00	\$0.00	\$0.00
1.5% Education	Cash 0.00	0.00	0.00	0.00	\$0.00	\$0.00
	In-kind	2,500.00		0.00	\$2,500.00	\$2,500.00
3.8% Monitoring	Cash 500.00		3,000.00	0.00	\$3,500.00	\$3,500.00
	In-kind	0.00	3,000.00	0.00	\$3,000.00	\$3,000.00
0.0% Land	Cash 0.00	0.00	0.00	0.00	\$0.00	\$0.00
	In-kind	0.00	0.00	0.00	\$0.00	\$0.00
	Cash Sub-total	\$74,000.00	\$78,600.00	\$0.00	\$91,600.00	\$165,000.00
	In-kind Sub-total		\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
	Total	\$74,000.00	\$81,100.00	\$0.00	\$96,500.00	\$170,500.00

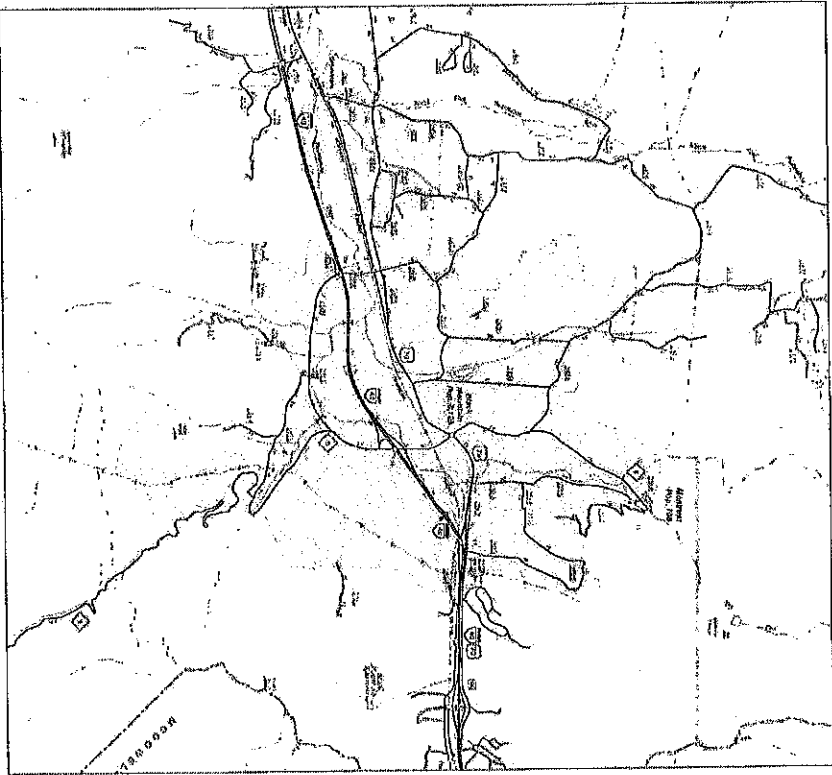
DWR Total =	\$74,000.00
DWR Match % =	43.40%

Local + Non-Fed Total =	\$96,500.00
Local + Non-Fed Match % =	56.60%

Non-Federal % =	100.00%
Federal % =	0.00%

Provided by Grant Administration	Category	Guidelines	In-Kind Description		
WRPDC PI ID		Enter estimated labor rates here (Rate x Hours). Eligible administration costs include the direct labor costs associated with progress reporting, reimbursement requests, and project scope, budget and schedule management. Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipients overhead (indirect) cost, including rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.	Salaries staff will be managing this large project with multiple funding sources which reporting, finance and other administrative responsibilities.		ONLY QUALIFYING THIS FORM FOR IN-KIND CONTRIBUTIONS WILL BE CONSIDERED
1060	Administration	Enter estimated labor rates here (Rate x Hours).	N/A		
	Design	Enter estimated labor rates here (Rate x Hours).	N/A		
	Permitting	Enter estimated labor rates here (Rate x Hours).	N/A		
	Survey	Enter estimated labor rates here (Rate x Hours).	N/A		
	Construction Oversight	See In-Kind Equipment/Materials sheet under Reimbursement including link on WRPDC website.	N/A		
	Construction	Project signage is an eligible expense.	NA		
	Construction Materials	Enter estimated labor rates here (Rate x Hours). Providing tools, storage, etc. See Reimbursement independent and resource value of volunteer time to assist with estimating value of volunteer labor.	NA		
	Plant Materials	Enter estimated labor rates here (Rate x Hours). Providing tools, storage, etc. See Reimbursement independent and resource value of volunteer time to assist with estimating value of volunteer labor.	NA		
1080	Education	Eligible expenses, including to demonstrate ecological uplift or other project success (water quality, vegetation, bird, etc).	Approx 15 biology major will conduct 225 hours of monitoring activities on the site.		
1090	Monitoring	Provide copy of land valuation documentation with applicable authority such as a current or recent certified appraisal, official municipal GIS valuation or the current property tax assessment assessed by the County Tax Assessor's Office. Agreements are required if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO). The value of land improvements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place.			
	Land				

SWANNANOA RIVER ENHANCEMENT PROJECT
VETERANS PARK
BLACK MOUNTAIN, NORTH CAROLINA



SITE



- SHEET INDEX**
- 1: TITLE
 - 2: NOTES AND LEGEND
 - 3: OVERVIEW & SHEET LAYOUT
 - 4 - 7: PLAN AND PROFILE
 - 8: TYPICAL SECTIONS
 - 9-12: DETAILS

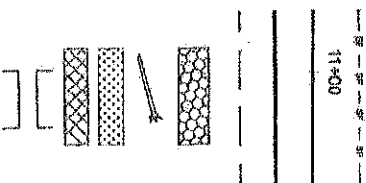
SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC		HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500		NOT FOR CONSTRUCTION NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER ANDREW DAVID 22205		A			Attachment C REQ Contract CHW 158-2019
						B			
						C			
DATE: JULY 2019		SCALE: AS SHOWN		TITLE		DESCRIPTION		DATE	ANDREW DAVID
SHEET 1 OF 12						REVISIONS			

NOTES:

1. WORK SHALL BE STAGED SUCH THAT NO MORE RIVER BANK IS DISTURBED THAN CAN BE STABILIZED AT THE END OF THAT WORK DAY.
2. EXCAVATION FOR THE NEW CHANNEL SHALL BE COMPLETED PRIMARILY OFF-LINE IN THE DRY, WITH FLOW BEING MAINTAINED IN THE EXISTING CHANNEL UNTIL THE NEW CHANNEL IS STABILIZED WITH SEED, MULCH, MATTING AND IN-STREAM STRUCTURES.
3. EXCESS EXCAVATED MATERIAL MUST BE DISPOSED IN APPROVED UPLAND AREAS OR OFF-SITE.
4. ALL EQUIPMENT SHALL BE CLEANED PRIOR TO MOBILIZATION AND SHALL BE MAINTAINED TO BE FREE OF LEAKS.
5. FUELING SHALL BE PERFORMED IN A CONTAINED AREA AT LEAST 200 FEET FROM FLOWING WATER.
6. TREES BEYOND THE GRADING LIMITS SHALL BE PROTECTED. TREES AND LOGS REMOVED DURING GRADING SHALL BE SALVAGED FOR ON-SITE USES AS IN THE PROJECT UNLESS DIRECTED OTHERWISE. LOGS AND CLEARING DEBRIS NOT USEFUL TO THE PROJECT SHALL BE DISPOSED OFF-SITE.
7. BIOENGINEERING PRACTICES AND LIVE STAKES SHALL BE INSTALLED DURING THE DORMANT SEASON, TYPICALLY DECEMBER THROUGH APRIL.

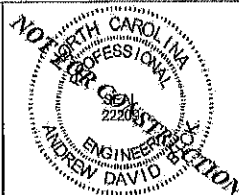
LEGEND:

EXISTING	PROPOSED
MINOR CONTOUR (1')	APPROX. GRADING LIMITS
MAJOR CONTOUR (5')	SILT FENCE
PARCEL	STREAM CENTERLINE
SANITARY SEWER	TOP OF BANK
TRAIL	TOE OF BANK
TREE	CONSTRUCTED RIFFLE
WETLAND	LOG WANE
	GEOFLTS
	BRUSH MATRESS
	TEMP. STREAM CROSSING

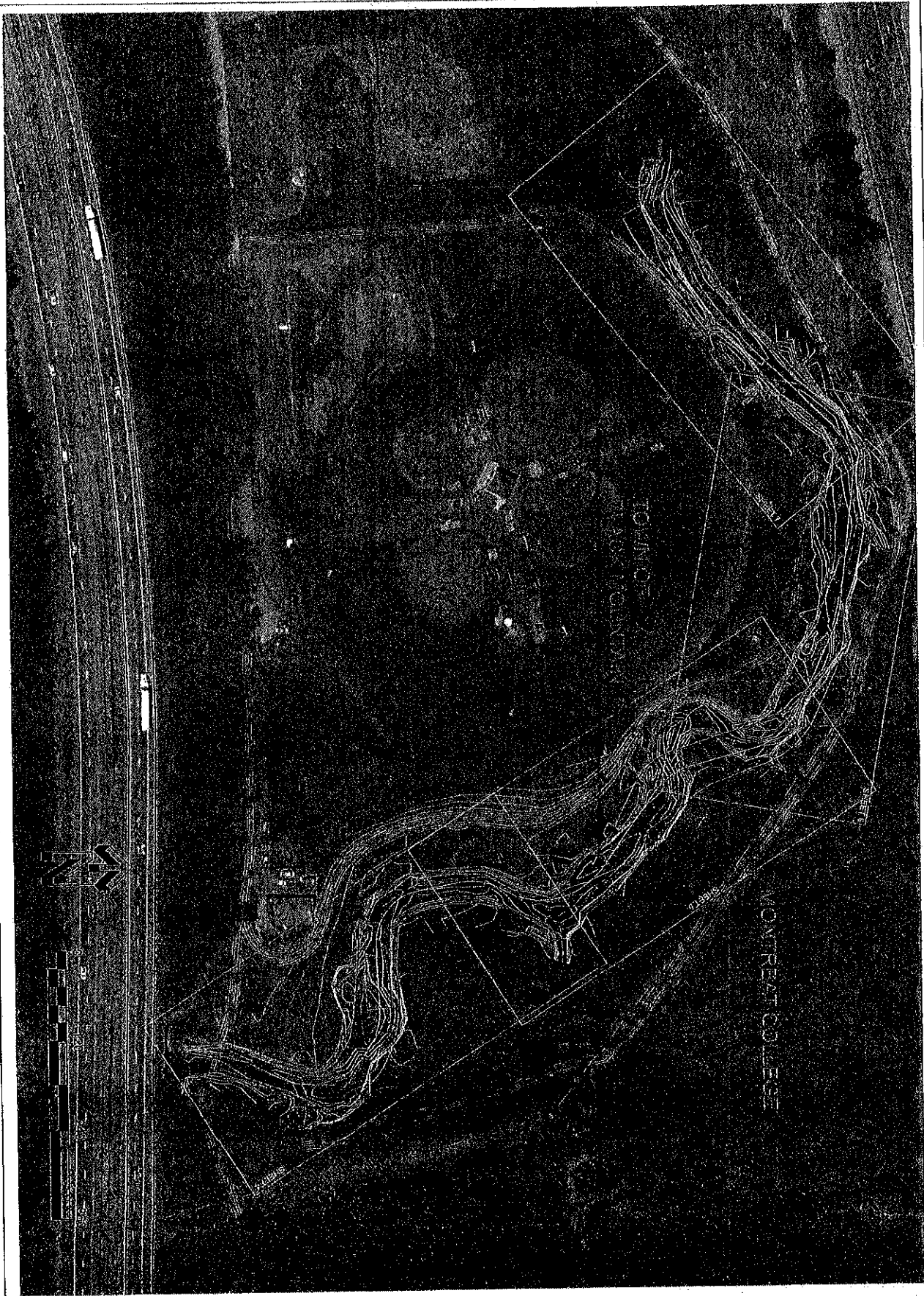


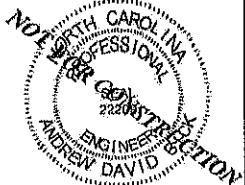
SWANNANOA RIVER
ENHANCEMENT PROJECT
AT VETERANS PARK
BLACK MOUNTAIN, NC

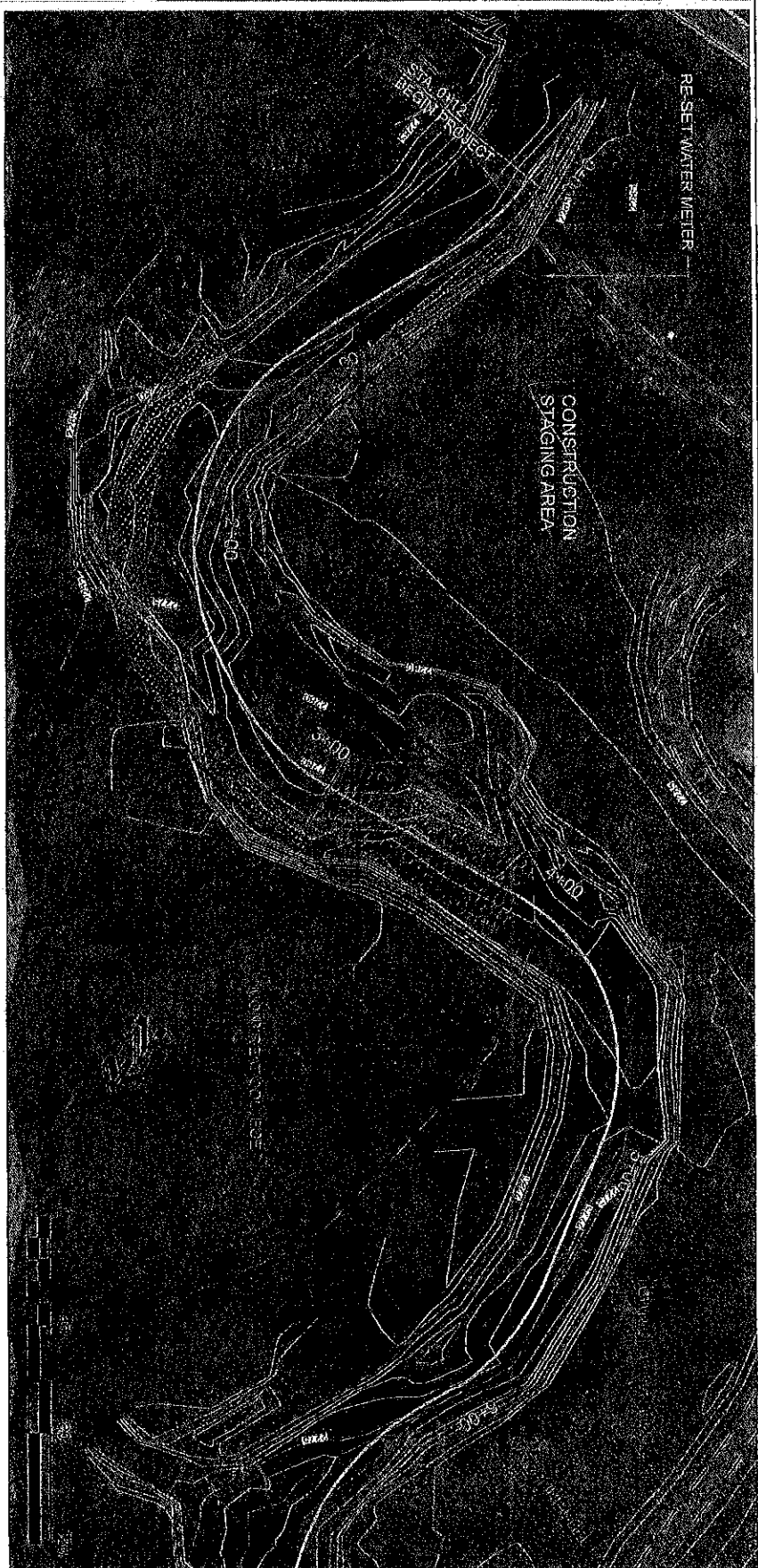
HEADWATERS
ENGINEERING, PC
9 Elk Mountain Road
Asheville, NC 28804
NCBELS Lic. No. C-4500



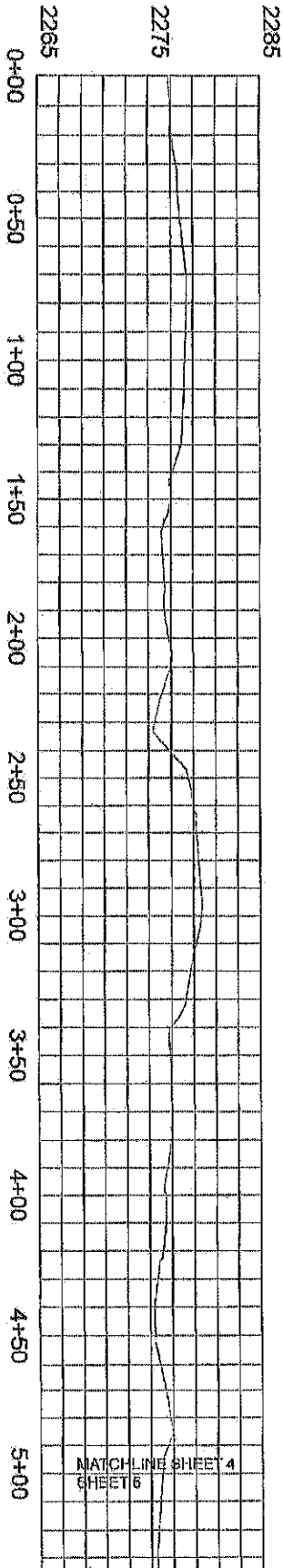
REVISIONS	DATE	DESCRIPTION
A		
B		
C		



SHEET 3 OF 12	OVERVIEW	DATE: JULY 2019 SCALE: AS SHOWN	SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC	HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500		A			DESCRIPTION	DATE	APPROVED	Attachment Geo Contract 04/18/19
						B						
						C						
						REVISIONS						



PLAN



PROFILE

DATE: JULY 2019 SCALE: AS SHOWN	SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC	HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500		DESIGNED BY	APPROVED BY
				CONTRACT NO.	DATE
				REVISIONS	
PLAN & PROFILE		SHEET 4 OF 12			

PROFILE

MATCH LINE SHEET 5
SHEET 6

	5+00	6+00	7+00	8+00	9+00	10+00
5+50	6+50	7+00	7+50	8+00	8+50	9+00
5+00	6+00	7+00	7+50	8+00	8+50	9+00

SHEET 5 OF 12

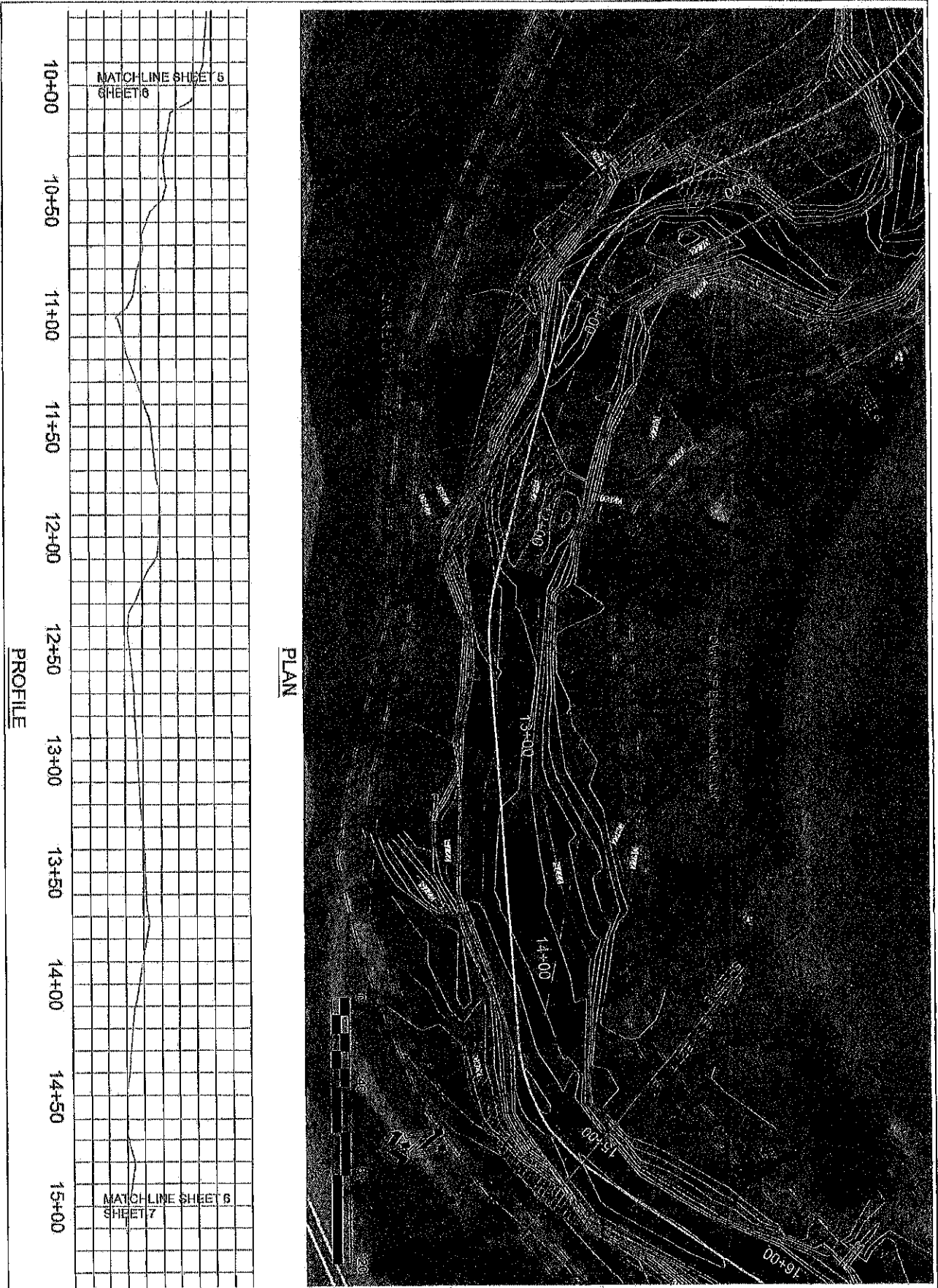
SWANNANOA RIVER
ENHANCEMENT PROJECT
AT VETERANS PARK
BLACK MOUNTAIN, NC

**HEADWATERS
ENGINEERING, PC**
9 Elk Mountain Road
Asheville, NC 28804
NCBELS Lic. No. C-4500

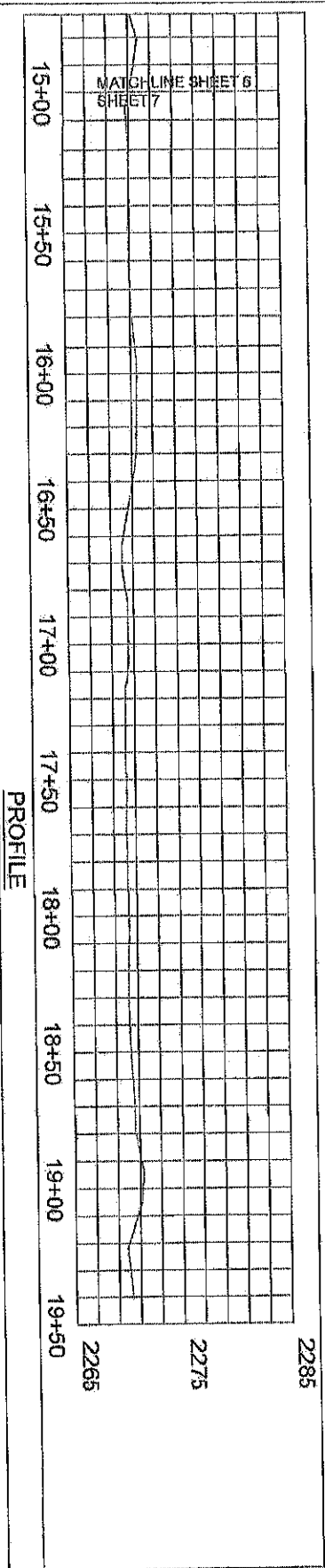


A			DEC
B			Contract CM198
C			
	DESCRIPTION	DATE	APP

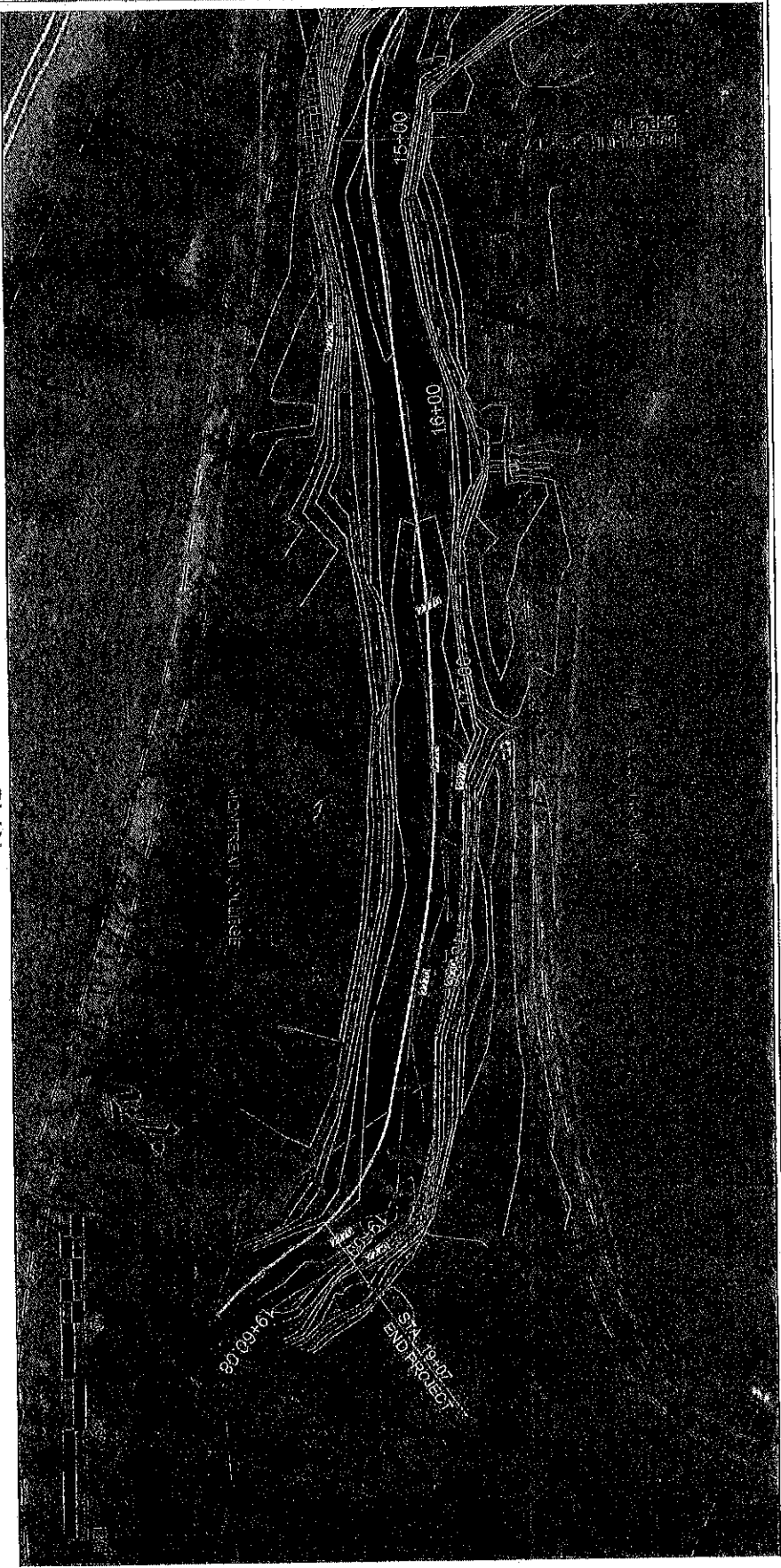
REVISIONS



SHEET 6 OF 12	PLAN & PROFILE	DATE: JULY 2018 SCALE: AS SHOWN	SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC	HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4600		A			DESCRIPTION	DATE	REVISIONS
						B					
						C					



PLAN



SWANNANOA RIVER
ENHANCEMENT PROJECT
AT VETERANS PARK
BLACK MOUNTAIN, NC

HEADWATERS
ENGINEERING, PC
9 Elk Mountain Road
Asheville, NC 28804
NCBELS Lic. No. C-4500

NOT A PROFESSIONAL
ENGINEER
ANDREW DAVID

DESCRIPTION	DATE
REVISIONS	

Attachment C
REQ. Control and Missions

LEGEND
EXISTING
PROPOSED



3
6 TYPICAL POOL
1" = 20'

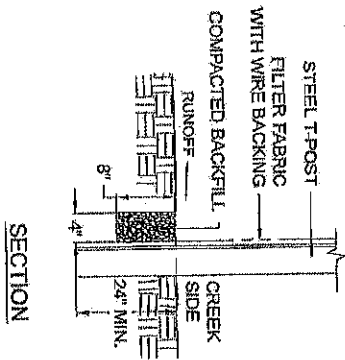
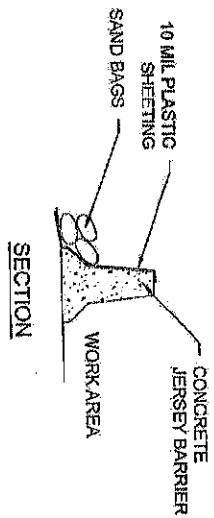
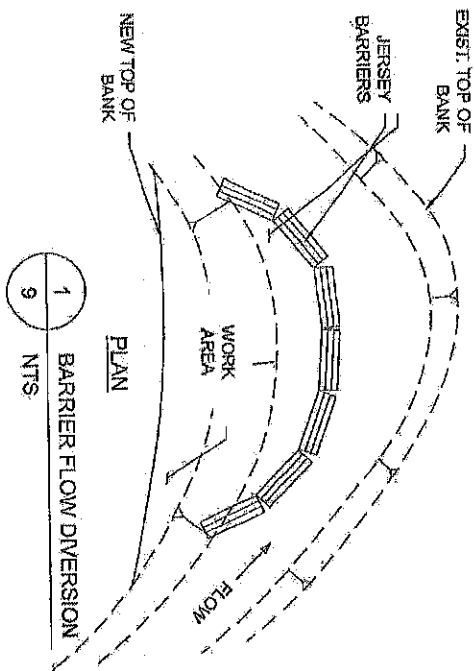


3
6 TYPICAL RIFFLE
1" = 20'

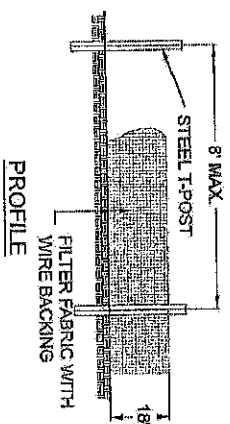


- NOTES:
1. POOL TYPICALS DRAWN FOR RIGHT BENDING REACH; USE MIRROR IMAGE FOR LEFT BENDING REACH.
 2. BANKS SHALL BE ROUGHENED PERPENDICULAR TO SLOPE, COVERED WITH 2" LAYER OF TOPSOIL, SEED, MULCHED AND MATTED WITH 780 GISM COIR FIBER MATTING.
 3. BACKFILLED CHANNEL SEGMENTS AND OTHER DISTURBED AREAS SHALL BE SEED AND MULCHED.

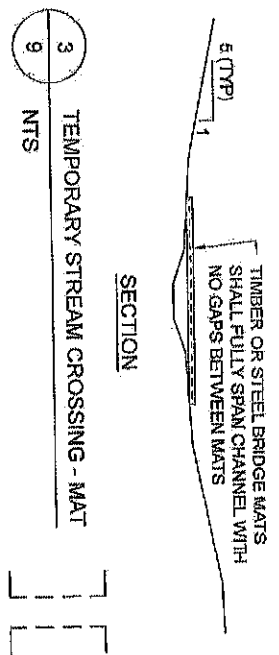
SHEET 8 OF 12		TYPICAL SECTIONS	
DATE: JULY 2019 SCALE: AS SHOWN		SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC	
HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500		NORTH CAROLINA PROFESSIONAL ENGINEER ANDREW DAVID 22208	
A B C		REVISIONS	
DESCRIPTION		DATE	

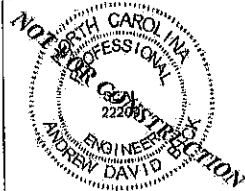


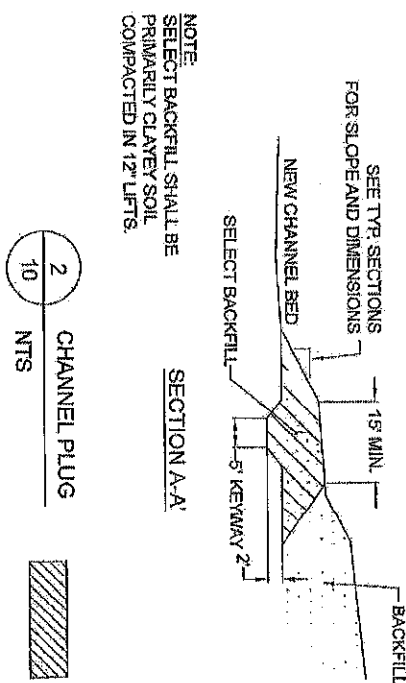
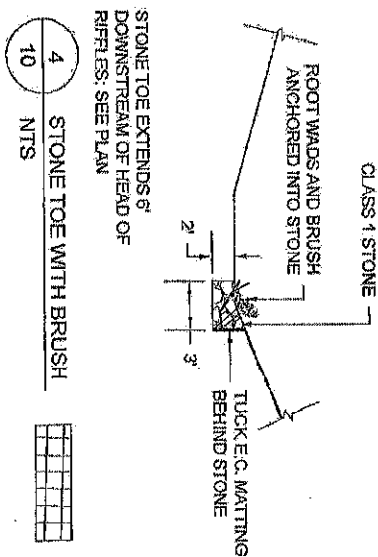
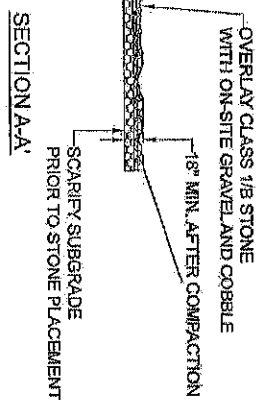
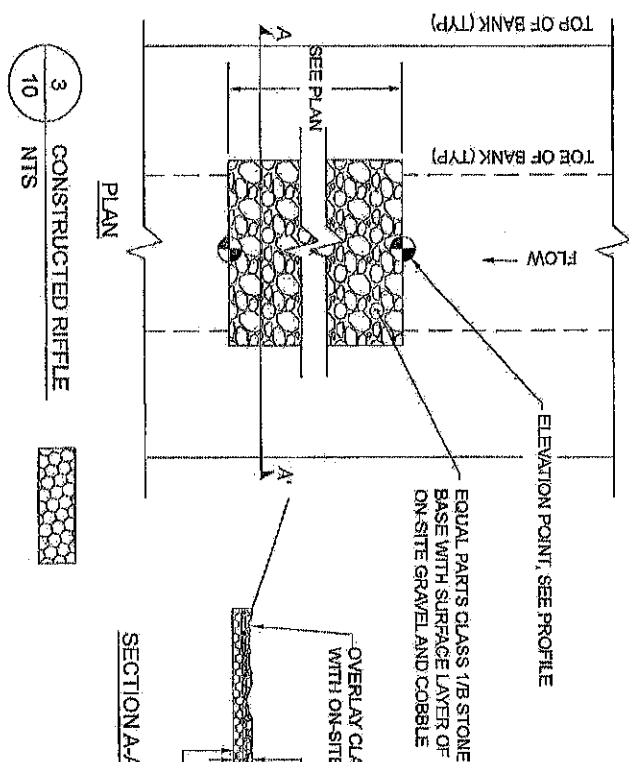
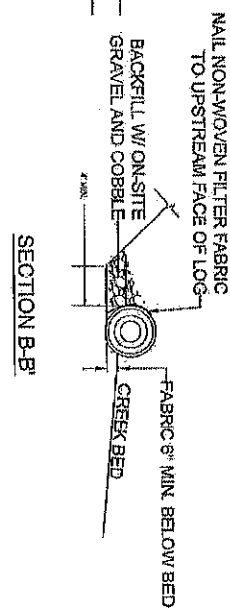
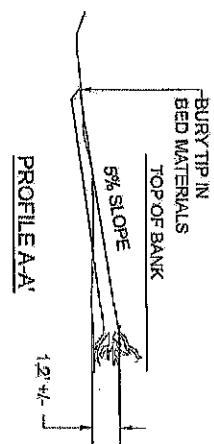
- NOTES:
- 1. SILT FENCE SHALL BE PLACED ON STREAM SIDE OF ALL STOCKPILES.
 - 2. SILT FENCE SHALL BE REMOVED UPON COMPLETION OF EARTHWORK.



2
9
NTS
SILT FENCE



SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC		HEADWATERS ENGINEERING, PC 8 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500				<table border="1"><tr><th>REVISIONS</th></tr><tr><th>DESCRIPTION</th><th>DATE</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>		REVISIONS	DESCRIPTION	DATE						
REVISIONS																
DESCRIPTION	DATE															
DATE: JULY 2019 SCALE: AS SHOWN		E&S DETAILS		SHEET 9 OF 12		As of 8/1/2019 DocuSign Contract: 01/18/2019										

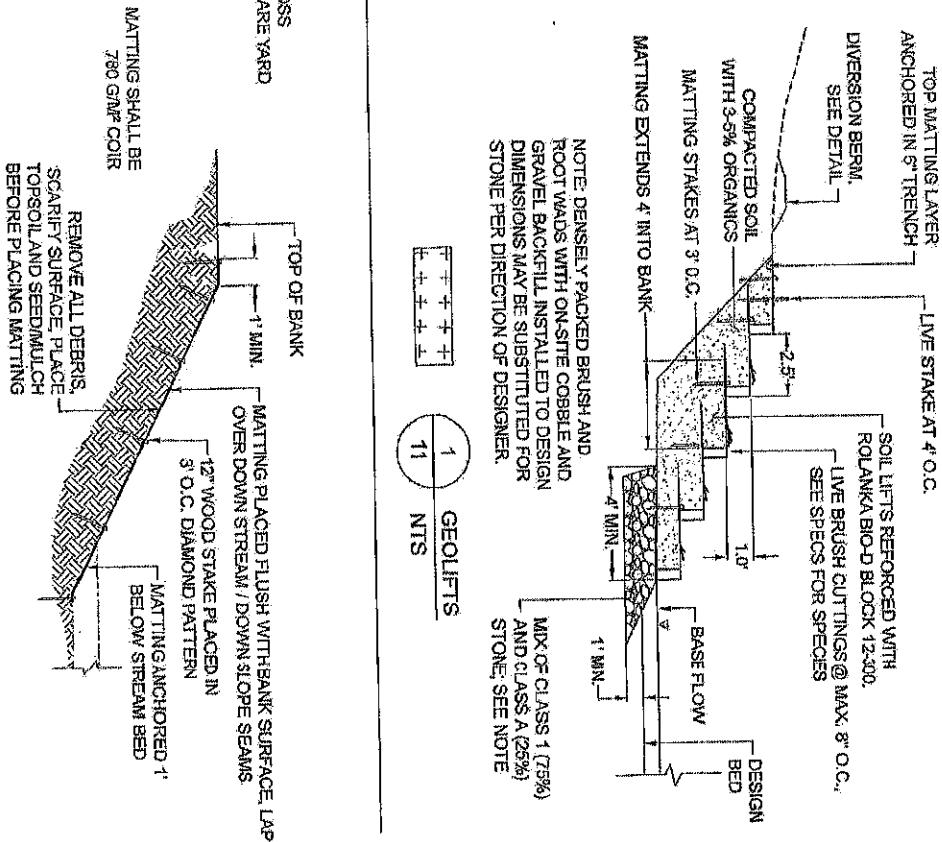
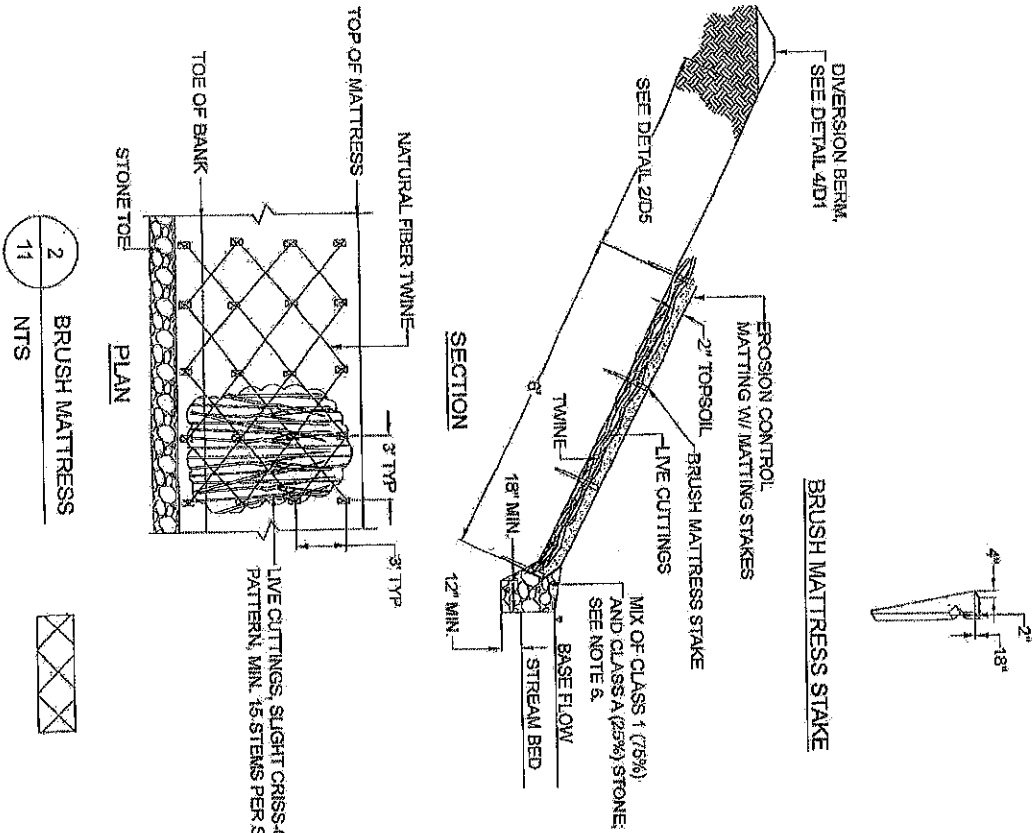


NOTE:
SELECT BACKFILL SHALL
PRIMARYLY CLAYEY SOIL
COMPACTED IN 12" LIFTS

SECTION A-A

SHEET 10 OF 12	STRUCTURE DETAILS	DATE: JULY 2019 SCALE: AS SHOWN	SWANNANOA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC	HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500	 NORTH CAROLINA PROFESSIONAL ENGINEER ANDREW DAVID LUKWINSKI 22279	A					
				B							
				C							
						DESCRIPTION	DATE	APPROVED BY	REVISIONS		

- NOTES:
1. PLACE LIVE CUTTINGS ON GRADED BANK WITH BUTT ENDS EXTENDING TO BASE FLOW WATER SURFACE.
 2. DRIVE STAKES HALFWAY INTO BANK BETWEEN CUTTINGS. WRAP TWINE AROUND STAKES AND OVER CUTTINGS TIGHTLY. DRIVE STAKES FURTHER TO TIGHTEN TWINE AND SECURE CUTTINGS TO SLOPE.
 3. FILL VOIDS BETWEEN CUTTINGS WITH LOOSE TOPSOIL, SEED AND MULCH SURFACE.
 4. INSTALL EROSION CONTROL MATTING OVER TOPSOIL, USING 18" LONG MATTING STAKES.
 5. PLACE STONE TOE OVER END OF MATRESS AND MATTING.
 6. ON-SITE COBBLE AND GRAVEL MEETING STONE SPECS MAY BE SUBSTITUTED FOR IMPORTED STONE.



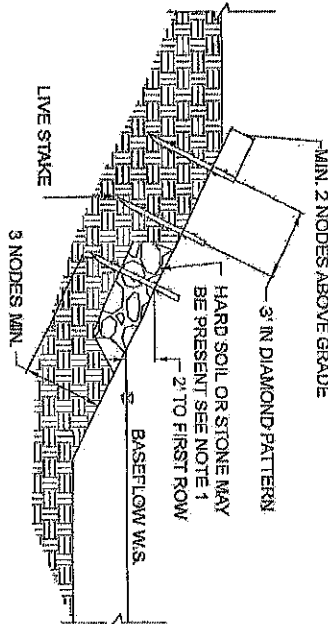
SWANNANOVA RIVER ENHANCEMENT PROJECT AT VETERANS PARK BLACK MOUNTAIN, NC		HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500		NORTH CAROLINA PROFESSIONAL ENGINEER ANDREW DAVID BLOTT 22208		REVISIONS	
DATE: JULY 2018	SCALE: AS SHOWN	STRUCTURE DETAILS	SHEET 11 OF 12	DESCRIPTION	DATE	APPROVED	DATE

RIPARIAN SEED MIX		
Seeding Rate = 20 lb/acre		
Mixing: Wheel or cat-straw mulch applied at 2 tons/acre		
Common Name	Scientific Name	Percentage
Deer Tongue	Panicum clandestinum	20
Big Bluestem	Andropogon gerardii	20
Virginia Wildrye	Elymus virginicus	20
Indiangrass	Sorghastrum nutans	20
River Oats	Chenopodium berlandieri	20

BARE ROOT TREE AND SHRUB PLANTING			
COMMON NAME	SCIENTIFIC NAME	SPACING (FEET)	
Tulip Poplar	Liriodendron tulipifera	12-18	
Sycamore	Platanus occidentalis	12-18	
Tag Alder	Alnus serrulata	8-12	
Norfolk Island	Physocarpus opulifolius	8-12	
Witch Hazel	Hamamelis virginiana	8-12	
Pawpaw	Asimina triloba	12-18	
Bittern Hickory	Carya cordiformis	12-18	

TEMPORARY SEED MIX			
Application Dates	Common Name	Scientific Name	Rate (lb/acre) Applied Separately
August 15 to May 1	Rye Grass	Secale cereale	120
May 1 to August 15	Pearl Millet	Pennisetum glaucum	40
			20

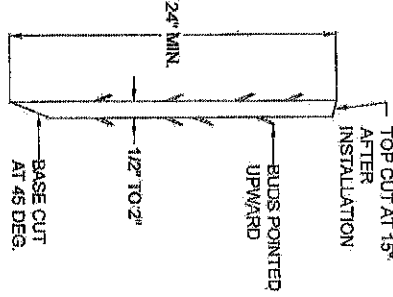
1 SEED MIXES
12 NTS



SECTION

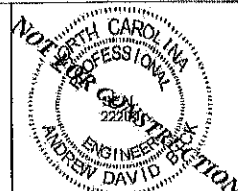
- NOTES:
1. FORM PILOT HOLE THROUGH HARD SOIL OR STONE TO PREVENT DAMAGE TO STAKE.
 2. LIVE STAKE MIX TO INCLUDE AT LEAST TWO OF THE FOLLOWING SPECIES: SILKY DOGWOOD, SILKY WILLOW, ELDERBERRY, NINEBARK, BUTTERNUT.

2 LIVE STAKING
12 NTS



LIVE STAKE DETAIL

REVISIONS	DESCRIPTION	DATE
A		
B		
C		



HEADWATERS
ENGINEERING, PC
9 Elk Mountain Road
Asheville, NC 28804
NCBELS Lic. No. C-4500

SWANNANOA RIVER
ENHANCEMENT PROJECT
AT VETERANS PARK
BLACK MOUNTAIN, NC

DATE: JULY 2019
SCALE: AS SHOWN
PLANTING
DETAILS
SHEET 12 OF 12



Town of Black Mountain

160 Midland Avenue • Black Mountain, North Carolina 28711
Phone (828) 419-9310 • Fax (828) 669-4204 • TDD 800-735-2962
www.townofblackmountain.org

Mayor
Don Collins

Board of Aldermen
Vice-Mayor Maggie Tuttle
Alderman Ryan Stone
Alderman Larry Harris
Alderman Carlos Showers
Alderman Tim Raines

Town Manager
Josh Harrold

Assistant Town Manager
Dean Luebke

Town Clerk/Assistant to Manager
Angela Reece

December 10, 2019

To whom it Concerns with North Carolina Department of Water Quality:

I am writing to express my support for the Swannanoa River Restoration Project. The Town of Black Mountain is committed to being a responsible citizen in improving and protecting the water quality in the region. Starting the restoration of the Swannanoa River is a strategy included in the Town's adopted watershed restoration plan.

As a former Alderman, and now Mayor of Black Mountain, I am familiar with the successful completion of the Tomahawk Branch Stream Restoration Project, which was also made possible through DWQ. The Town approved the necessary matching funds at our December 9, 2019 Board of Aldermen meeting. I am appreciative of the support DWQ has provided to the Town and look forward to working together on the Swannanoa River Restoration Project.

Sincerely,

Don Collins
Town of Black Mountain, Mayor



July 30, 2019

To Whom It May Concern:

Montreat College supports the proposed Swannanoa River project adjacent to our Black Mountain property. Specifically, the Environmental Science faculty at Montreat College support this project. We would commit to assessing and monitoring the aquatic fauna of the Swannanoa River associated with this project. This project would provide an important and interesting experience for education and engagement of environmental science and biology college students, as well as high school students enrolled in Montreat College's summer Compass environmental science program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Heinen".

Jack Heinen
Vice President Finance & Administration

RESOLUTION #R-19-22**RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF BLACK MOUNTAIN SUPPORTING MATCHING FUNDS FOR SWANNANOA RIVER RESTORATION PROJECT**

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

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

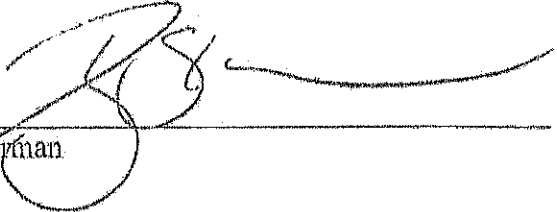
- 1) The Board requests the State of North Carolina to provide financial assistance to Town of Black Mountain for Swannanoa River Restoration Project in the amount of \$77,000 or 50% percent of project construction cost, whichever is the lesser amount;
- 2) The Black Mountain Board of Alderman assumes full obligation for payment of the balance of project costs;
- 3) The Black Mountain Board of Alderman will obtain all necessary State and Federal permits;
- 4) The Black Mountain Board of Alderman will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Black Mountain Board of Alderman will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Black Mountain Board of Alderman will obtain suitable soil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Black Mountain Board of Alderman will assure that the project is open for use by the public on an equal basis with no restrictions

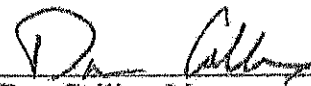
R-19-22

- 8) The Black Mountain Board of Alderman will hold the State harmless from any damages that may result from the construction, operation and maintenance of the ' project;
- 9) The Black Mountain Board of Alderman accepts responsibility for the operation and maintenance of the completed project.

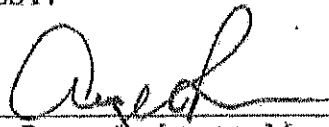
READ, APPROVED AND ADOPTED by a vote of 4 to 0 this 9th day of December, 2019.

I move the adoption of the foregoing resolution:


Alderman


Don Collins, Mayor

ATTEST:


Angela Reece, Assistant to Manager/Town Clerk

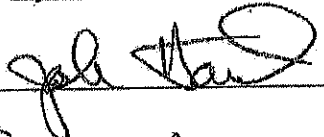
DWR, Water Resources Development Grant Program

No Conflict of Interest Certification

Town of Black Mountain hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Swannanoa River Restoration project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Swannanoa River Restoration project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. Town of Black Mountain further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Josh Harrold

Signature: 

Title: Town Manager

Date: 12/5/19



Town of Black Mountain

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Alderman Tim Raines
Alderman Archie Portiller
Alderman Pam King
Alderman Doug Hay

Town Manager
Josh Harrold

Town Clerk
Savannah Parrish

CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
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The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain

Attachment C
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15533
independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

S. DANIEL SMITH
Director



NORTH CAROLINA
Environmental Quality

September 22, 2020

Don Collins, Mayor
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

Dear Mayor Collins,

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that **\$74,000** in financial assistance for a project located in your jurisdiction has been approved by the State of North Carolina.

We congratulate the Town of Black Mountain on its sponsorship of the **Swannanoa River Restoration Project**. This grant will provide financial assistance to restore approximately 2,000 linear feet of degraded stream and 2 acres of riparian buffer in Veteran's Park. Your ongoing efforts to improve the condition of water resources in your town are to be commended.

DWR will be contacting Town staff soon concerning the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project. This award letter is not a guarantee of funding due to the COVID-19 pandemic or other unanticipated events that could reduce current appropriated state funding, any contracts shall be subject to availability of funding.

We look forward to working with you on this project. If you have questions, please contact Amin Davis at 919-707-9132 or via email at: amin.davis@ncdenr.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Daniel Smith", is written over a faint, larger signature.

Danny Smith
Director, Division of Water Resources

ECc: Jessica Trotman, Town of Black Mountain
Amin Davis, Division of Water Resources
Andrew Moore, Division of Water Resources



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1611 Mail Service Center | Raleigh, North Carolina 27699-1611
919.707.9000

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



Town of Black Mountain

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 Larry Harris

Board of Aldermen
 Vice-Mayor Ryan Stone
 Alderman Tim Raines
 Alderman Archie Pertiller
 Alderman Pam King
 Aldermen Doug Hay

Town Manager
 Josh Harrold

Town Clerk
 Savannah Parrish

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Certificate Of Completion

Envelope Id: F5FA8D9BF38A4E9C91E8B3E468212C71	Status: Completed
Subject: Please DocuSign: sp CW18533 Swannanoa River Restoration.pdf	
Source Envelope:	
Document Pages: 52	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Wanda Andrews
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	217 W. Jones Street
	Raleigh, NC 27699
	wanda.andrews@ncdenr.gov
	IP Address: 149.168.204.10

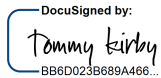
Record Tracking

Status: Original	Holder: Wanda Andrews	Location: DocuSign
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Storage Appliance Status: Connected	Pool: North Carolina Department of Environmental Quality	Location: DocuSign

Signer Events

Tommy Kirby
tommy.kirby@ncdenr.gov
Purchasing Director
DEQ
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 149.168.204.10

Timestamp

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Viewed: 6/1/2021 2:28:37 PM
Signed: 6/1/2021 2:32:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Wanda Andrews
wanda.andrews@ncdenr.gov
Purchasing Specialist
NC DEQ

COPIED

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Resent: 6/1/2021 2:33:03 PM
Viewed: 6/1/2021 2:34:06 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	6/1/2021 2:28:37 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/1/2021 2:32:59 PM
Completed	Security Checked	6/1/2021 2:33:01 PM
Payment Events	Status	Timestamps

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: August 9, 2021

SUBJECT: Call for Public Hearing to Close Portion of Unopened, Platted Portion of Alexander Street
#R-21-13

AGENDA INFORMATION

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

BRIEF SUMMARY: Two property owners have submitted a petition to close an unopened, platted portion of Alexander Street (north end). The requested closure is approximately 150 feet in the length and 40 feet wide. The right-of-way is not identified in any adopted plans nor is part of a proposed greenway or roadway system. The right-of-way is not part of a stormwater system nor is it in any drainage area. The Planning Board recommended the closure and to reserve a 20 foot wide easement down the center for future pedestrian and vehicular traffic with a vote of 3-2, with Rick Earley and Pam Norton voting against the motion, at the July 26, 2021 meeting.

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

MOTION FOR CONSIDERATION: To call for the public hearing to close an unopened, platted portion of Alexander Street to be held on Monday, October 11, 2021 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution of Intent **#R-21-13**

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



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, October 11, 2021 at 6:00 p.m.

The Black Mountain Board of Aldermen will meet on **Monday, October 11, 2021 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for a right-of-way closure for the north end of Alexander Street

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 savannah.parrish@townofblackmountain.org.

Posted to the Town Bulletin Board 08/11/2021

Published in the Black Mountain News 09/02/2021, 09/09/2021, 09/16/2021, and 09/23/2021

www.townofblackmountain.org



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

Town Council Regular Session
August 9, 2021
Agenda Item

RESOLUTION OF INTENT # R-21-13

**RESOLUTION DECLARING THE INTENT OF THE TOWN COUNCIL OF THE
TOWN OF BLACK MOUNTAIN TO CONSIDER THE CLOSING OF AN UNOPENED,
PLATTED PORTION OF ALEXANDER STREET (NORTH END) AND TO HOLD A
PUBLIC HEARING ON THIS ISSUE OCTOBER 11, 2021**

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

WHEREAS, two property owners have initiated a petition to close that unopened, platted portion of Alexander Street (north end); and

WHEREAS, the Planning Board for the Town of Black Mountain did recommend that the unopened, platted portion of Alexander Street (north end) be closed and that a 20 foot wide easement be reserved down the center for future pedestrian and vehicular traffic; and

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

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

DESCRIPTION:

LYING AND BEING in the Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina and being more particularly described as follows:

BEGINNING at a point in the southern edge of the right-of-way of Penelope Street (f/k/a Anderson Street), said point being the northeast corner of Lot 14, Block 10, Plat Book 198, Page 51, Buncombe County Registry, at the intersection of the southern edge of the right-of-way of Penelope Street and the western edge of Alexander Street as the same is shown on the above referenced plat; thence from said Beginning and running with the western edge of the right-of-way of Alexander Street South 36° West 152 feet to the southeast corner of said Lot 14; thence in an easterly direction to the southwest corner of Lot 14, Block 5, Plat Book 198, Page 51; thence North 36° East with the western boundary of Lots 14 and 13, Block 5, Plat Book 198, Page 51, to the northwest corner of said Lot 13 at the intersection of the eastern edge of the right-of-way of Alexander Street with the southern edge of the right-of-way of Penelope Street; thence with the southern edge of the right-of-way of Penelope Street North 68° 15' West to the BEGINNING.

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

TOWN OF BLACK MOUNTAIN

160 Midland Avenue

Black Mountain, NC 28711

Section 1. Pursuant to G.S. 160A-299, the Town Council declares its intent to close the unopened, platted portion of Alexander Street (north end).

Section 2. A public hearing on the question of closing said street is hereby called at Town Hall, 160 Midland Avenue, Black Mountain, N.C. 28711 on Monday, October 11, 2021 at 6:00 p.m.

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

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

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

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

I move the adoption of the foregoing resolution:

Council MMember

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ this the 9th day of August, 2021.

ATTEST:

Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager

Governing Body Resolution

of the

TOWN OF BLACK MOUNTAIN

(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the _____ day of _____, 2021, as it appears of record in its official minutes.

(Name of Unit of Local Government)

By: _____
(Mayor, or Board Chair)

ATTEST:

(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this _____ day of _____ 2_____, by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the “Fund”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney’s fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would

have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@ncmlm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

Kristy Barefoot

INTERLOCAL RISK FINANCING FUND
OF NORTH CAROLINA

BY: S. Mujib Elshah-Khan
Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

Kristy Barefoot

BY: Paul A. Meyer
Executive Director
Administrator

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

BY: _____
(Mayor, or Board Chair)

**TOWN OF BLACK MOUNTAIN
TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: August 9th, 2021**

SUBJECT: Technology Special Revenue Fund

AGENDA INFORMATION

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

BRIEF SUMMARY:

Resolution creating a Technology Special Revenue Fund to provide increased accountability, transparency, and tracking of expenses and revenues related to technology for developmental services.

Budget Impact:
none

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Resolution

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



Resolution # R-21-19

**RESOLUTION
FOR CREATION OF THE TECHNOLOGY SPECIAL REVENUE FUND**

WHEREAS, Technology Fees collected for services provided by the Developmental Services staff shall be restricted to only be used for the expenses to sustain improved technologies to allow staff to perform inspections and related services; and

WHEREAS, A Special Revenue fund will be established to provide more accountability, transparency, and a more efficient means to track and manage the expenses and revenues related to Technology for developmental services as defined in NCGS§160D-402(a).

WHEREAS, In accordance with § 159-26(b)(2). The local government may create a Special Revenue Fund; and

WHEREAS, all transactions related to Technology Fees will be kept in a special revenue account that is not co-mingled with other funds to prevent the accidental inclusion of Non-Developmental Services transactions; and

NOW, THEREFORE, BE IT RESOLVED BY THE BLACK MOUNTAIN TOWNCOUNCIL:

- Establishment of Special Revenue Fund. There is hereby established the Technology Fund Special Revenue Fund pursuant to the provisions of § 159-26(b)(2) of the General Statutes of North Carolina.
- Copies of this special revenue fund resolution shall be furnished to the Town Manager, the Finance Director and to the Town Clerk.
- The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records in a Special Revenue Fund to satisfy the requirements of the North Carolina General Assembly
- That Except where prohibited by grant requirements, or state or federal laws, the Town Manager is authorized to make and enter into contracts on behalf of the Town to expend the grant funds received.

Duly adopted by the Town Council of Black Mountain on this the 8th day of August, 2021.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk

**TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: August 9, 2021

SUBJECT: Art in the Afternoon Lease Agreement

AGENDA INFORMATION

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

BRIEF SUMMARY: The lease agreement for Art in the Afternoon is set to expire on August 31, 2021. They plan to continue to operate the program and want to execute another lease for 2021-2022. The plan to continue to use approximately 2,577 square feet at the Carver Center known as the annex.

MOTION FOR CONSIDERATION: Approve as presented.

FUNDING SOURCE: n/a

ATTACHMENTS: Lease agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented

LEASE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Prepared by & return to: Ronald E. Sneed
P.O. Box 995, Black Mountain, NC 28711

THIS LEASE AGREEMENT (the "Lease") is made and entered into this _____ day of _____, 2020, by and between **THE TOWN OF BLACK MOUNTAIN**, a North Carolina Municipal Corporation, the "Landlord" or "Town", and **STEPHANIE SULTZMAN**, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord desires to let and lease to Tenant, and Tenant desires to let and lease from Landlord, upon the terms and conditions hereinafter set forth, that certain real property being that portion of the Carver Center located at 101 Carver Avenue in Black Mountain, Buncombe County, North Carolina, commonly referred to as the "Annex".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, Landlord has leased and rented, and by these presents does lease and rent, unto the Tenant who hereby agrees to lease from the Landlord, upon the terms and conditions which are hereinafter contained, the Property:

1. Description. Landlord does hereby lease to Tenant the Property, together with any and all rights, easements and appurtenances pertaining thereto running in favor of Landlord with respect to the Property, and all improvements, including, without limitation, that portion of the building at 101 Carver Avenue commonly referred to as the Annex, being approximately 2,577 square feet.

2. Term. The initial term of this Lease shall commence September 1, 2020 (the "Commencement Date"), and shall expire August 31, 2021.

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3. Rent. The Rent shall be \$1,000.00 per month, paid in advance at the beginning of each month beginning September 1, 2020. Rent for the month of August on the last lease has been waived by the Town, so there has not been a default under the terms of that prior lease.

4. Tenant's Insurance. Beginning on the Lease Commencement Date, Tenant, at her own expense, shall provide and maintain a general liability insurance policy naming the Landlord, its agents and its managers as additional insureds, in the amount of \$100,000.00 per occurrence and \$500,000.00 in aggregate.

5. Damage or Destruction. In the event the buildings or improvements located on the Property shall be damaged or destroyed by fire or other disaster, Landlord may in its sole discretion determine whether such damage shall be repaired. If the Landlord decides to repair, the Tenant's duty to pay rent shall abate until such time as the repairs are completed and Tenant can resume use of the premises.

In order to insure the Landlord's ability to repair or rebuild the damaged or destroyed buildings or improvements located on the Property, Landlord shall maintain fire and extended insurance coverage or so-called "all-risk" insurance for the full replacement value of the buildings and other improvements located on the Property.

Tenant understands and agrees that the insurance which is to be obtained and maintained by the Landlord will not cover any items of personal property owned by the Tenant and kept on the property, including merchandise, inventory, furniture, equipment or trade fixtures. If Tenant desires to have such property protected by insurance, he will be responsible for obtaining hazard insurance for that purpose.

6. Maintenance and Repairs. Landlord, at its sole cost and expense, shall maintain and repair the load bearing structural walls, roof structural, foundation, and plumbing and electrical up to the metering devices serving the Premises. Landlord shall also maintain and repair all interior items including but not limited to walls, plumbing, electrical, doors, windows and HVAC. Tenant shall maintain and repair all property and improvements it brings into the classroom, including cabinets, furniture, chalkboards, etc. All supplies needed by the Tenant will be provided by the Tenant, including bathroom supplies and cleaning materials. Tenant shall be responsible for all cleaning.

7. Right of Entry. Landlord reserves the right during the term of this Lease to enter and inspect the Property at reasonable hours and in such a manner as to not interfere with the business activity conducted thereon. No inspections shall be conducted unless an authorized representative of Tenant is present.

8. Assignment and Subletting. Tenant may not assign any interest in this Lease, or sublet any portion of the leased premises, without the written consent of the Landlord.

9. Remedies upon Default. If Tenant should fail to promptly pay the Rent herein stipulated or any other sum for which Tenant is liable under the terms of this Lease within fifteen (15) days after Tenant's receipt of notice from Landlord of such delinquency, Tenant shall owe a late payment penalty of five percent (5%) of the past due rental amount. If Tenant shall fail to pay the monthly amount due within thirty days of the due date, or should the Tenant breach any of its covenants under this Lease and not cure the same within thirty (30) days after the receipt of notice from Landlord designating such breach, the Landlord may, at his option, terminate this Lease and take possession of the Property. The foregoing rights of the Landlord shall be in addition to any rights which the Landlord may have under law or in equity.

Notwithstanding any other provision of this Lease, where the curing of an alleged default requires more than the payment of money and the work of curing said default cannot be reasonably accomplished within the time otherwise permitted herein, and where Tenant has commenced upon curing said default and is diligently pursuing same, then Tenant shall be entitled to reasonable time extensions to permit the completion of curing said default as a condition precedent to any reentry by Landlord or termination of this Lease by Landlord, and any default that is cured shall not thereafter be grounds for reentry or termination.

10. Use of the Property. The Premises shall be continuously used, throughout the term of the Lease, solely for the purposes of providing an art program for school age children and an arts based summer camp program.

11. Removal of Equipment, Fixtures and Merchandise. Landlord acknowledges that Landlord has no interest in any personal property or equipment or furniture or any trade fixtures which may be installed by Tenant upon the Property, and Landlord agrees in the future to furnish Tenant, upon request, with such waiver or similar documents as may be reasonably required by any lender or equipment lessor in connection with Tenant's acquisition or financing respecting such personal property, equipment, furniture and fixtures. All personal property, furniture, equipment, and trade fixtures, including, but not limited to, specialty equipment, shelves, cabinets, counters and signs, which are installed or placed on the Property by or at the expense of Tenant shall remain the property of the Tenant, and Tenant shall have the

right at all times to remove such personal property, furniture, equipment, and trade fixtures from the Property. Landlord shall not be responsible for the condition or safety of the furniture, fixtures, equipment, trade fixtures, inventory or other personal property used or stored on the Property, and Tenant shall indemnify and hold the Landlord harmless from any claims others might make on damage to any personal property used or stored on the Property.

12. Covenant of Quiet Enjoyment. Landlord covenants and warrants to Tenant that: (i) Landlord has full right and lawful authority to enter into and perform Landlord's obligations under this Lease for the entire lease term including any extensions thereof, and has good and marketable title to the Property in fee simple, free and clear of all contracts, leases, tenancies, agreements, restrictions, violations, encumbrances or defects in title of any nature whatsoever, (ii) this Lease is not and shall not be subject or subordinate to any mortgage of Landlord; (iii) upon Tenant's compliance with the terms of this Lease, Tenant shall quietly and peaceably hold, possess and enjoy the Property for the full term of this Lease without any hindrance or molestation by any party, and Landlord will defend the title to the Property and the use and occupancy of the same by the Tenant against the claims of all persons, whomsoever, except those claiming by or through the Tenant.

13. Waiver of Breach. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

14. Holding Over. In the event of Tenant's continued occupancy of the Property after the expiration of the term of this Lease or any renewal or extension thereof, or any earlier termination provided or permitted in this Lease, Tenant shall be deemed to be a tenant from month-to-month. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

15. Notices. All notices to be given to either party by the other shall be in writing, and shall be deemed to have been given when the same is either (i) personally delivered (including delivery by any "overnight mail service"), or (ii) deposited in the United States mail, postage prepaid by certified or registered mail, return receipt requested and properly addressed to the respective party; it being specifically agreed and understood that all cure or grace periods for compliance established under the terms and provisions of this Lease shall not be deemed to have commenced until such time as notice shall have been received by the party to whom it shall have been directed, or until such time as delivery of such notice shall have been refused. All notices to be given shall be sent as follows, unless the party to receive notice has notified the other in writing of a change:

To Landlord:
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

To Tenant:
Stephanie Sultzman
203 ½ McCoy Cove Road
Black Mountain, NC 28711

16. Miscellaneous.

A. The captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

B. Time is of the essence of the Lease and of all provisions hereof.

C. This Lease shall be construed and enforced in accordance with the laws of the State of North Carolina.

D. This Lease may be executed in several counterparts, each of which shall be an original and all collectively shall constitute one lease.

IN WITNESS WHEREOF, Landlord has executed this Lease and Tenant has caused this Lease to be executed on its behalf and through its duly authorized officers, all as of the day and year first above written.

TOWN OF BLACK MOUNTAIN, Landlord

By: _____

Josh Harrold, Town Manager

Stephanie Sultzman, Tenant

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: August 09, 2021

SUBJECT: Resolution for Affordable Housing Effort

#R-21-14

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8C
Department: Planning and Development Department
Contact: Jessica Trotman, Planning Director
Presenter: Jessica Trotman, Planning Director

BRIEF SUMMARY:

This is a resolution intended to acknowledge support for affordable housing in the Town of Black Mountain and provides staff with a reasonable scope of work to begin laying the foundation for increasing opportunities for affordable housing in the future.

MOTION FOR CONSIDERATION: To approve *Resolution #R-21-14*.

FUNDING SOURCE: N/A

ATTACHMENTS: *Resolution #R-21-14*

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve *Resolution #R-21-14* as presented.

RESOLUTION #R-21-14

RESOLUTION TO ESTABLISH AFFORDABLE HOUSING EFFORTS

WHEREAS, the Town of Black Mountain Town Council adopted the comprehensive plan, identifying affordable housing as a need of the community; and

WHEREAS, the Town Council has determined that in order to protect the health, safety, and welfare of existing and future residents of the Town of Black Mountain who are adversely impacted by the lack of housing availability for income of all types, specifically very low and moderate income households, the Council finds it necessary to establish support for affordable housing through the development of community partnerships, public policy, and programs; and

WHEREAS, evidence based research has shown that families with safe, decent, and affordable homes are better able to find employment, achieve economic mobility, perform better in school and have better health outcomes; and

WHEREAS, investing in affordable housing efforts strengthens our economy and community; and

WHEREAS, the Town Council recognizes that a healthy community requires safe homes, Council finds it is necessary to support naturally occurring affordable housing through the development of community partnerships, public policy, and programs; and

WHEREAS, the Town Council understands supporting and creating affordable housing in the Town of Black Mountain requires the cooperation and participation of many stakeholders; and

NOW, THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA HEREBY:

1. Affirms the right of all citizens to safe, affordable and decent housing.
2. Are committed to supporting and facilitating the developing of affordable housing by collaborating with a proactive position of partnership development, improving public policy and establishing affordable housing as a priority.

I move the adoption of the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ this 9th day of August, 2021.

Larry B. Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager

**TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION**

Meeting Date: August 9, 2021

SUBJECT: Black Mountain Pickleball Group MOU

AGENDA INFORMATION

Agenda Location:	New Business
Item Number:	8D
Department:	Recreation and Parks
Contact:	Josh Henderson
Presenter:	Josh Harrold

BRIEF SUMMARY: The Black Mountain Pickleball Group is requesting to operate their club with the assistance and use of town facilities under a formalized agreement. This club was formed around 2-3 years ago due to interest from residents both inside and outside of town limits and currently, has no fixed facility to operate. They average between 20-30 players a day, playing 3 days per week.

MOTION FOR CONSIDERATION: To approve the memorandum of understanding as presented.

FUNDING SOURCE: N/A

ATTACHMENTS: BMPG MOU

MANAGER'S COMMENTS AND RECOMMENDATIONS:

MEMORANDUM OF UNDERSTANDING

Between

BLACK MOUNTAIN PICKLEBALL GROUP (BMPG) and THE TOWN OF BLACK MOUNTAIN

1. BMPG is an informal group, not a club. BMPG suggests a donation at the start of each play session. Donations made at Cragmont Assembly are donated to Cragmont Assembly. Donations made during summer outdoor play are used to cover expenses such as: port a john rental, ancillary equipment (ball holders, balls, and beginner paddles for training), training events for player development and signage for publicizing BMPG.
2. The Town of Black Mountain will provide BMPG with reserved access to the tennis courts at Cragmont Park, as long as, requested dates/times do not interfere with USTA tennis play or previously scheduled tennis play.
3. Scheduling- BMPG will provide the Town of Black Mountain Recreation and Parks Department a full schedule of requested weekly play sessions no less than 15 days before first schedule date of play. Full schedule should include dates and times.
4. Court maintenance/management - All court management responsibilities will be assumed by the Town of Black Mountain Public Works Department. BMPG does not have the authority to add, or remove any kind of surface to the courts except temporary chalk and nets. When any other maintenance issues arise the Recreation and Parks Department should be contacted during normal business hours (Monday-Friday, 8am-5pm) in order to submit the proper work orders. The Town of Black Mountain will contract court maintenance to the appropriate service providers. Any alterations to the physical integrity of the courts or facilities will result in termination of this agreement and access to park usage.
5. Structures – The Town of Black Mountain Public Works Department will be responsible for the following structures: fencing, gate, trash receptacles, equipment lockbox and parking area.
6. Storage – The Town of Black Mountain will provide on-site storage for Pickleball equipment at the Cragmont Park tennis courts.
7. Parking – During play sessions all vehicles must park in designated parking areas. No vehicles may block entrances, exits, ingress or egress.
8. Play Sessions – BMPG agrees to have a supervisor on-site during hours of facility use. In the event of an emergency BMPG should contact emergency personnel (police, fire, EMT) first and then contact Recreation and Parks staff.
9. Participation Reporting - BMPG will provide a report of participation in each one of their Pickleball play sessions at the end of the quarter. This report should include counts of Black Mountain Residents vs. Non- Residents.
10. Financing – The Town of Black Mountain budgets \$700.00 (GF 10-80-6190-320) each fiscal year for Pickleball supplies.
11. BMPG hereby agrees and undertakes to save and hold harmless The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks, from any and all claims for damages to person or property that may arise out of the use of the facility and special equipment, without regard to whether the damage, personal or otherwise is brought about or caused by the negligence of the applicant, The Town of Black Mountain, Black Mountain Public

Works and, Black Mountain Recreation & Parks, or any other person, firm, or corporation. BMPG will be responsible for, and agree to pay for, damages done to the property and equipment of The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks exclusive of ordinary wear and tear.

**This agreement will be reviewed and revised, if necessary, annually.*

BMPG Representative

Date

Town of Black Mountain Representative

Date

**TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION**

Meeting Date: August 9, 2021

SUBJECT: Owen Warhorse Youth Football & Cheerleading (OWYFC) MOU

AGENDA INFORMATION

Agenda Location:	New Business
Item Number:	8E
Department:	Recreation and Parks
Contact:	Josh Henderson
Presenter:	Josh Harrold

BRIEF SUMMARY: OWYFC has been using fields at Veterans Parks for an undocumented amount years without any formal agreement in place. They are a community organization providing youth sports and are seeking the use of town facilities to support the function of their organization.

MOTION FOR CONSIDERATION: To approve the memorandum of understanding and amendments as presented.

FUNDING SOURCE: N/A

ATTACHMENTS: OWYFC MOU

MANAGER'S COMMENTS AND RECOMMENDATIONS:

MEMORANDUM OF UNDERSTANDING

Between

OWEN WARHORSE YOUTH FOOTBALL & CHEERLEADING (OWYFC)

and THE TOWN OF BLACK MOUNTAIN

1. The Town of Black Mountain will provide OWYFC with access to multi-purpose field (field #3) at Veteran's Park for practices for the duration of their season at no cost as long as scheduled practice dates do not interfere with Town sponsored events or programs.
2. Scheduling – OWYFC will provide notice of season start and end dates, as well as scheduled practice dates and times no less than 30 days before first official practice.
3. Field Maintenance/management - All field maintenance/management responsibilities will be assumed by Black Mountain Public Works. These responsibilities include: Fertilizing, seeding, and mowing. OWYFC does not have the authority to add, or remove any kind of surface to the field such as dirt, clay, grass, or any other material that may alter the integrity of the fields. The fields at Veteran's Park are property of the Town of Black Mountain and any amendments to the physical integrity of those fields shall only be performed by employees within the Black Mountain Public Works Department or Recreation and Parks Department. When any other maintenance issues arise the Recreation and Parks Department should be contacted during normal business hours (Monday-Friday, 8am-5pm) in order to submit the proper work orders. Any alterations to the physical integrity of the fields or facilities will result in termination of this agreement and access to park usage.
4. Structures – The Black Mountain Public Works Department will be responsible for the following structures: fences, bleachers, lighting, scoreboard, and maintenance on the score-booth and concession stand. There will be no site storage provided by the Town of Black Mountain. OWYFC is not permitted to construct or install any type of physical structure on Town of Black Mountain Property.
5. Garbage/Litter pick-up – The Black Mountain Public Works Department will be responsible for all parking lot litter pick-up and emptying of all parking lot trash cans. OWYFC will be responsible for all field area litter on practice days. The Town of Black Mountain will charge OWYFC \$50 per hour for clean-up and litter pick-up that is not done by them on their scheduled days of practice. The third offense of this type will result in the termination of OWYFC use of the park.
6. Practice Operations - OWYFC agrees to have a supervisor on-site during hours of facility use. In the event of an emergency OWYFC should contact emergency personnel (police, fire, EMT) first and contact the Recreation and Parks on-call staff.
7. Parking – During practices all vehicles must park in designated parking areas. No vehicles may block entrances, exits, ingress or egress.

OWYFC requests to have on-site storage for safety and equipment purposes, for example if a helmet breaks it can be repaired on-site.

8. Participation Reporting - OWYFC will provide a detailed report of participation in each one of their leagues at the end of the season. This report should include counts of Black Mountain Residents vs. Non- Residents, males vs. females, and scholarship totals.
9. Insurance - OWYFC is required to have an insurance policy naming the Town of Black Mountain as an additionally insured.
10. OWYFC hereby agrees and undertakes to save and hold harmless The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks, from any and all claims for damages to person or property that may arise out of the use of the facility and special equipment, without regard to whether the damage, personal or otherwise is brought about or caused by the negligence of the applicant, The Town of Black Mountain, Black Mountain Public Works and, Black Mountain Recreation & Parks, or any other person, firm, or corporation. OWYFC will be responsible for, and agree to pay for, damages done to the property and equipment of The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks exclusive of ordinary wear and tear.
11. Inclement Weather – In the event of inclement weather Black Mountain Public Works and/or Recreation and Parks will be responsible for making a determination concerning the playability and field conditions for practices. Decisions concerning inclement weather will be made by 2pm on the day of said practice. In the event that flooding occurs at Veteran’s Park and the field conditions are deemed unplayable by The Town of Black Mountain, Black Mountain Public Works, or Black Mountain Recreation and Parks, practices will be cancelled at Veteran’s Park and OWYFC will be responsible for finding an alternative location.
12. OWYFC will do extensive background checks on all volunteer coaches and officers of leagues.
13. OWYFC will acknowledge The Town of Black Mountain as a partner in press materials and grant materials related to the leagues and use of Veteran’s Park.
14. This agreement will be revisited and revised annually at the end of each season so that the partnership may continue in a mutually beneficial matter.

_____	_____
Owen Warhorse Youth Football & Cheerleading Representative	Date
_____	_____
Town of Black Mountain Representative	Date

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: August 9, 2021

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

AGENDA INFORMATION

Agenda Location: PUBLIC HEARING
Item Number: 9A
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 the 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 amendment as amended by a vote of 7-0 at their June 28, 2021 meeting.

MOTION FOR CONSIDERATION:

1. To open the public hearing for ***Ordinance #O-21-11*** for amendments to add a minor subdivision cooling off period.
2. To close the public hearing.
3. To adopt ***Ordinance #O-21-11*** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: ***Ordinance #O-21-11***

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve ***Ordinance #O-21-11*** as presented.

ORDINANCE #0-21-11

AN ORDINANCE TO AMEND SECTION 3.3.1, MINOR SUBDIVISIONS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD A MINOR SUBDIVISION COOLING OFF PERIOD

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

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

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it keeps development from sidestepping the regulations that are in place;

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the land use code text amendment is consistent with the comprehensive plan and is reasonable and in the public interest because of the following findings:

- Keeps development from sidestepping the regulations that are in place for major subdivisions

WHEREAS, after notice duly given, a public hearing was held on August 9, 2021, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that section 3.3.1 of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 3

Section 3.3.1 – Minor subdivision.

- A. A minor subdivision is defined as ~~a subdivision~~ **the division of a tract or parcel of land** where:
1. No new public streets or roads are proposed (except for private driveway easements with each driveway serving no more than three lots); and

2. ~~Where~~ **No more than** four ~~or fewer~~ lots will result ~~after~~ **from** the ~~subdivision is completion~~ **division.**
- B. ~~The minor subdivision process shall be used only where the subdivision includes all contiguous land under the ownership of the applicant.~~ **The resultant lots shall conform with all requirements of this Land Use Code.**
- C. ~~The applicant must demonstrate to the acting subdivision administrator that such division is in fact a minor subdivision. If the developable area of the remaining parcel (residual lot) is greater than three times the size of the proposed lot or lots and the residual lot containing such area has the potential for redivision, then the applicant may be required to reapply under the major subdivision procedure.~~ **The minor subdivision process shall be used only where the subdivision includes all contiguous land under the ownership of the applicant and where the resultant lots will not constitute a new phase of an existing development.**
- D. ~~The following procedures shall be followed for minor subdivisions. The numbers in the boxes below corresponds with a detailed description of each step of the process on the following:~~ **The minor subdivision process is not intended to permit the avoidance of improvements, infrastructure or other standards imposed for major subdivisions. Therefore, when an application for minor subdivision approval is made by an applicant who has previously obtained minor subdivision approval for an adjacent parcel of land in the previous two years, the application shall be treated as an application for, and conform to the requirements of, a major subdivision as set forth below.**
- E. **The following procedures shall be followed for minor subdivisions. The numbers in the boxes below correspond with a detailed description of each step of the process on the following:**

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ on this the 9th day of August, 2021.

Larry B. Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: August 9, 2021

SUBJECT: Public Hearing for Text Amendments to add Conditional Zoning

#O-21-07

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9B
Department:	Planning and Development Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Conditional zoning provides flexibility in the development of property while ensuring that proposed development is compatible with neighboring uses. With the changes being required with the implementation of 160D, conditional zoning will allow Town staff to have greater control of developments while allowing for more flexible developments. The proposed amendments lay out the requirements for conditional zoning and the processes an applicant must take to achieve a conditional zoning designation.

MOTION FOR CONSIDERATION:

1. To open the public hearing for ***Ordinance #O-21-07*** for amendments to add conditional zoning.
2. To close the public hearing.
3. To adopt ***Ordinance #O-21-07*** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: ***Ordinance #O-21-07***

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve ***Ordinance #O-21-07*** as presented.

ORDINANCE #0-21-07

AN ORDINANCE TO AMEND SEVERAL SECTIONS OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD CONDITIONAL ZONING

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

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

WHEREAS, upon recommendation of the Planning Board, the following text amendments are consistent with the comprehensive plan and reasonable in the public interest because it allows for more flexible developments while allowing staff greater control;

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

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

- Allows for more flexible developments while allowing staff greater control

WHEREAS, the Town Council find that this amendment is consistent with the Town of Black Mountain Comprehensive Plan 2014 update in the following ways:

- Vision Statement 9: Community Planning – allows for more flexible developments, both residential and commercial, while allowing staff greater control

WHEREAS, after notice duly given, a public hearing was held on July 12, 2021, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Board Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that several sections of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 1

Section 1.4.6 – Technical review required, as follows:

B. A pre-application consultation and technical review is required for:

1. Work impacting the exterior of any structure within the historic districts;

2. Major and minor subdivisions;
3. Special use permits;
4. ~~Any work within a flood hazard area as indicated on the FIRM maps~~ Conditional zoning;
5. ~~Projects within the ICD, OI-6, or CB districts~~ Any work within a flood hazard area as indicated on the FIRM maps; or
6. ~~Projects adjacent to US Highway 70 within the US 70 overlay district~~ Projects within the ICD, OI-6, or CB districts; or
7. Projects adjacent to US Highway 70 within the US 70 overlay district.

Section 1.5.5 – Application for conditional zoning

- A. Timing and Submittal of Application. All applications for conditional district rezoning shall be submitted to the planning and development department by the owner or any other person having a recognized interest in the land for which the development is proposed or their authorized agent. Application forms are available through the on-line portal and on the town's website.
- B. Content of Application. Every application for conditional zoning shall include, at a minimum, the following:
 1. A proposed site plan, which shall include:
 - a. The name and address of the owner;
 - b. Total acreage of the subject parcel;
 - c. The proposed site layout, including street and lot arrangement; the general location, orientation and size of principal structures; designation of driveways, parking lots, open space, greenways, and stormwater management areas; the location, size and treatment of environmentally sensitive areas; and any existing or proposed easements, utility lines, water lines, or sewer lines.
 2. Proposed total density and a summary of the total land area devoted to each type of general use of land;
 3. A full list of the proposed uses consistent in character with the underlying zoning district, whether permitted by right or conditionally;
 4. A proposed development schedule if the development is to proceed in phases;
 5. Identification of any required variation from existing regulations of the underlying base zoning district;
 6. A list of proposed conditions, if any;
 7. The names of all property owners and existing land uses within 200 feet of the boundary of the subject property.
- C. Application Fee. Application fees shall be established by the town council and the required fee must accompany the application. Application fees are nonrefundable except where the application is withdrawn prior to consideration by the Planning Board.
- D. Technical Review Required. Every application for conditional district zoning shall conform to the technical review requirements set out in Section 1.4.6 of this Code.
- E. Planning Board Review Required. Following the required technical review, the application shall be placed on the agenda for consideration at the next regularly scheduled planning board meeting.

- F. Planning Board Recommendation. The planning board shall submit a recommendation to the Town Council with a statement describing the following:
1. Whether the proposed conditional district is consistent with the comprehensive plan and other officially adopted plans, as applicable;
 2. The uses to be permitted in the district;
 3. Any required variation from the regulations of the underlying base zoning district, if any;
 4. Recommended conditions, if any.
- G. Public Hearing Required. Following consideration by the Planning Board, the application shall be forwarded to the Town Council for public hearing.
- H. Notice of Hearing Required. Public notice of the public hearing shall be posted, advertised, and mailed as follows:
1. Staff shall prominently post a notice of the public hearing on the site of the proposed rezoning or on an adjacent street or highway right-of-way within the same time period specified for mailed notices of the hearing. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required but the town shall post enough notices in strategically visible locations so as to provide reasonable notice to interested persons.
 2. Staff shall place notification of the public hearing in a newspaper of general circulation within the Town of Black Mountain once a week for two successive calendar weeks. The notice shall be published the first time not less than ten days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included. Meeting notice shall include the time and place of the hearing.
 3. Staff shall mail a notice of the hearing to all property owners within 200 feet of the subject property by first class mail at the last address listed for such owners on the county tax records. The notice must be deposited in the mail at least ten but not more than 25 days prior to the date scheduled for the hearing. If this requirement would result in notices being sent to more than 50 different property owners, in lieu of mailed notice, the staff may publish a notice of the hearing as an advertisement in a newspaper of general circulation within the Town of Black Mountain, provided that such advertisement shall not be less than one-half of a newspaper page in size and all property owners residing outside the newspaper circulation area must still be notified by mail.
- I. Approval. The Town Council may approve or deny the application or may approve the application with reasonable and appropriate conditions attached. Any conditions to be attached must be consented to by the owner of the property in writing. The council shall adopt a brief statement describing whether its action to either approve or deny the proposed rezoning is consistent or inconsistent with the comprehensive plan or any other adopted plan. A certified copy of the ordinance bearing the signature of the property owner to evidence the property owner's consent shall be recorded in the records of the Buncombe County Register of Deeds within thirty days of approval.

- J. Effect of Approval. Following approval, the applicant may proceed with the development pursuant to the approved site plan. If the proposed development involves the subdivision of land, approval of the master plan and conditional zoning designation shall serve as preliminary plat approval for the purposes of this code.
1. Final approval. Approval of final plats conforming to the approved master plan shall be approved by the planning director without the need for additional review ordinarily required for subdivisions or special use permits.
 2. Substantial changes. Any substantial changes to an approved plan shall be reviewed by the planning board and approved or denied by the Town Council as a text amendment to the zoning ordinance. The following changes are considered substantial for purposes of this section:
 - a. The addition or removal of land from the zone;
 - b. The additional or relocation of a building or structure;
 - c. Addition or relocation of streets, roads, or driveways not contemplated in the original plan;
 - d. Modification of special performance criteria, design standards, or other conditions or requirements specified by the enacting ordinance;
 - e. A change in land use or development type beyond that permitted in the enacting ordinance;
 - f. An increase in the total number of residential dwelling units; or
 - g. An increase of more than ten (10) percent in total floor area of any nonresidential structures.
 3. All other changes. The planning director shall have authority to review and either approve or deny any other proposed changes to the approved plan of development. Appeals from the decision of the planning director to approve or deny a proposed change shall proceed according to Section 1.7 of this Code.

Section 1.9.2 – Site-specific vesting plans as follows:

1.9.2 – Site-specific vesting plans.

- A. The following types of development approvals are site-specific vesting plans for the purposes of this section:
1. Any development for which a special use permit is required;
 2. Major and minor subdivisions;
 3. Conditional zoning designation.

Chapter 4

Section 4.6.2 – Conditional zoning district established.

4.6.2 – Conditional zoning districts established.

- A. Conditional zoning districts are established to provide flexibility in the development of property while ensuring that proposed development is compatible with

neighboring uses. Conditional districts allow for uses or development of land not otherwise permitted in the underlying base district. Conditionally zoned property may be subject to additional conditions, standards and regulations to ensure that the development and use of the property are compatible with the surrounding uses and consistent with the Comprehensive Plan and other plans adopted by the town. Conditional zoning should not be used to relieve hardships that could be resolved by issuance of a variance.

B. Conditional zoning districts. the following conditional zoning districts are established:

1. Conservation residential conditional zoning district (CR-1 CZ)
2. Suburban residential conditional zoning district (SR-2 CZ)
3. Town residential conditional zoning district (TR-4 CZ)
4. Urban residential conditional zoning district (UR-8 CZ)
5. Office and institutional conditional zoning district (OI-6 CZ)
6. Neighborhood mixed use conditional zoning district (NMU-8 CZ)
7. Central business conditional zoning district (CB CZ)
8. Highway business conditional zoning district (HB-8 CZ)
9. Light industrial conditional zoning district (LI-8 CZ)
10. Heavy industrial conditional zoning district (HI-0 CZ)

C. General requirements. The following provisions shall apply in the administration of conditional zoning.

1. No property shall be zoned as a conditional district except upon application of the owner or a duly authorized representative of the owner, pursuant to the procedure set out in Section 1.5.5.
2. A conditional district shall consist of land that will be planned and developed as a single development or as an approved series of development phases. The owner or owners of the property shall be legally capable of ensuring that development of the property will comply with all documents, plans, standards, and conditions approved by the Town.
3. All standards and requirements of the corresponding general use zoning district shall be met, except to the extent that the conditions imposed by the conditional zoning may be more or less restrictive than the development standards.
4. Only those uses permitted in the underlying zoning district, whether by right or specially, shall be permitted in the conditional zoning district. Uses not otherwise permitted within the underlying zoning district shall not be permitted within the conditional district.
5. No variance or special use permit may be issued for developments on property subject to a conditional zoning ordinance.

D. Conditions.

1. Site-specific standards and conditions may be imposed within a conditional district, provided such standards or conditions are approved by the Town Council and consented to by the petitioner in writing.
2. Standards and conditions may be proposed by the petitioner, by town staff, by recommendation of the planning board, or by the Town Council.

3. **Standards and conditions imposed shall be limited to those that address the conformance of the development and use of the site to Town ordinances and plans, or the impacts reasonably expected to be generated by the development or use of the site.**

~~4.6.2~~ **4.6.3** – Overlay districts established.

~~4.6.3~~ **4.6.4** – Other requirements.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 9th day of August, 2021.

Larry B. Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 9, 2021

SUBJECT: Public Hearing to Close Portion of Unopened, Platted Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street (South End)

#R-21-17

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9C
Department:	Planning & Development
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: The Planning Board has submitted a petition to close the southern end of the right-of-way between Goldmont Street and W. College Street. The requested portion runs from the intersection of Central Avenue/Ash Street south to US 70 Hwy. The requested closure is approximately 848 feet in the length and 15 feet wide. The right-of-way is not identified in any adopted plans nor is part of a proposed greenway or roadway system. The right-of-way is not part of a stormwater system nor is it in any drainage area. The Planning Board recommended the closure with a vote of 6-0 at the May 24, 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-21-17** to Close Unopened, Platte Portion of Right-of-Way Parallel and Between W. College Street and Goldmont Street (south end).
2. To close the public hearing.
3. To approve **Resolution #R-21-17** for the right-of-way closure.

FUNDING SOURCE: N/A

ATTACHMENTS: **Resolution #R-21-12**, Map

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve **Resolution #R-21-17** as presented.

RESOLUTION #R-21-17

RESOLUTION TO CLOSE A PORTION OF AN UNOPENED, PLATTED RIGHT-OF-WAY PARALLEL AND BETWEEN W. COLLEGE STREET AND GOLDMONT STREET (SOUTH END)

WHEREAS, the Town of Black Mountain Planning Board has initiated a petition to close that unopened, platted portion of right-of-way parallel and between W. College Street and Goldmont Street (south end); and

WHEREAS, the Planning Board for the Town of Black Mountain did 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 (south end) 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 all of that fifteen-foot wide alley 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 Side 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 thru 123, Block G, as shown on said plat, South 2° 30' West approximately 854 feet to a point in the southeastern corner of Lot 123, Block G, and in the northern margin of the right-of-way of Asheville Highway (now U.S. Highway 70) as shown on said plat.

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 9th day of August, 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 (south end); and

WHEREAS, a copy of the resolution adopted by the Town Council at their June 14, 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 (south end) was posted at two prominent places along said street no later than July 16, 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, August 9, 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 (south end) 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 (south end) 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 (south end) 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 9th day of August, 2021.

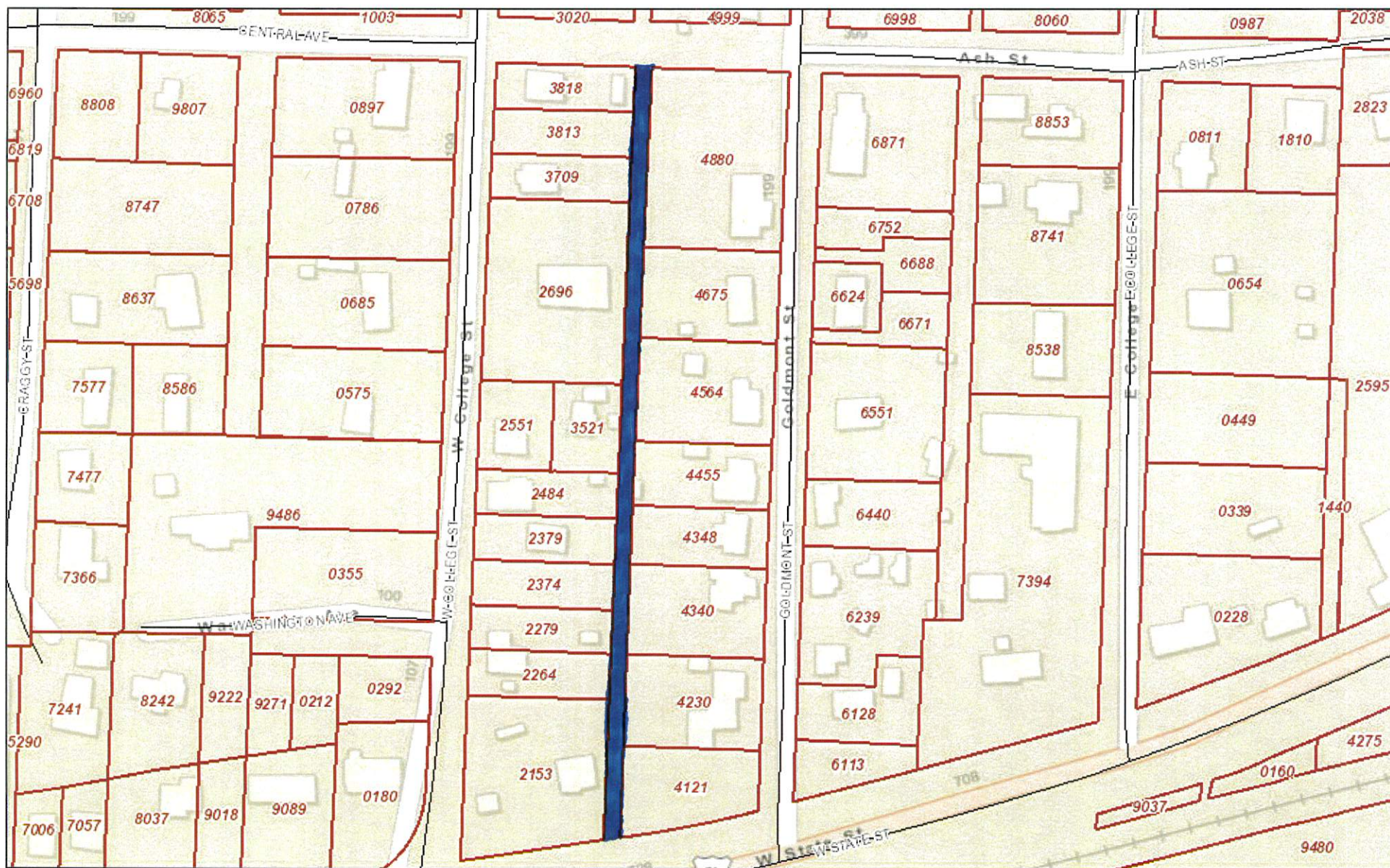
ATTEST:

Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

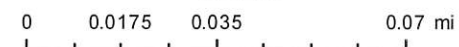
Josh Harrold, Town Manager

Buncombe County



May 7, 2021

1:2,257



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