



TOWN OF BLACK MOUNTAIN

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

Date: **October 11, 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.**

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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 – Cheryl Wilson, Swannanoa Valley Christian Ministries
- Pledge of Allegiance
- Announcements

2. PROCLAMATIONS, AWARDS & RECOGNITION

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

A. Streets and Parks Report – Jamey Matthews, Public Works Director

5. CONSENT AGENDA

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

A. Adoption of Minutes

Motion: *To adopt the minutes of the August 20, 2021 Special Call Meeting, the September 9, 2021 Agenda Meeting, and the September 13, 2021 Regular Session Meeting.*

B. Budget Amendment for Fire Department Grant

Motion: *To approve the Assistance to Firefighters Grant and the Budget Amendment.*

Consent Motion: *To approve consent items A-B 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.

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7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Intersection Traffic Studies Presentation

B. NC 9 Sidewalk Phase III

Motion: *To approve or deny construction of the wall/fence*

C. Golf Equipment Lease

Motion: *To approve lease agreement*

D. Investment Policy

Motion: *To approve or deny the investment policy*

E. Amended Contract for EB-5547B "The Oaks Connector"

Motion: *To approve the contract 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 to Close Portion of Unopened, Platted Portion of Alexander Street

Motions for Consideration:

1. To open the public hearing for **Resolution #R-21-22** to Close Unopened, Platted Portion of Right-of-Way of Alexander Street (north end).
2. To close the public hearing.
3. To approve **Resolution #R-21-22** for the right-of-way closure.

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION

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

13. ADJOURNMENT



Josh Harrold
Town Manager



PUBLIC NOTICE **NOTICIA PÚBLICA**

BLACK MOUNTAIN TOWN COUNCIL

REGULAR SESSION MEETING **JUNTA DEL AYUNTAMIENTO**

Monday, October 11, 2021 at 6:00 p.m.
Lunes 11 de Octubre de 2021 a las 6:00 p.m.

The Black Mountain Town Council will meet for their monthly Regular Session Meeting 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 meeting is open to the public. Masks are required.
Está abierta al público. Se requieren máscaras.

Savannah M. Parrish
Savannah Parrish
Town Clerk

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Estamos comprometidos a proporcionar instalaciones, programas y servicios accesibles para todas las personas de conformidad con la Ley de Estadounidenses con Discapacidades (ADA). Si necesita ayuda o una adaptación en particular para esta reunión, comuníquese con Savannah Parrish, secretaria municipal al 419-9300 o por correo electrónico a townclerk@townofblackmountain.org

Please visit www.townofblackmountain.org to obtain agenda packets and other meeting information.
Visite www.townofblackmountain.org para obtener paquetes de la agenda y otra información.

Posted to the Town Bulletin Board 09/16/21



PUBLIC NOTICE **NOTICIA PÚBLICA**

BLACK MOUNTAIN TOWN COUNCIL

AGENDA WORKSHOP MEETING **CITA DE PLANIFICACIÓN DE LA AGENDA**

Thursday, October 7, 2021 at 5:00 p.m.
Jueves 7 de octubre de 2021 a las 5:00 p.m.

The Black Mountain Town Council monthly Agenda Workshop Meeting will be held on **Thursday, October 7, 2021 at 5:00 p.m.** at Town Hall, 160 Midland Avenue, Black Mountain, NC.

The meeting is open to the public. Masks are required.
La cita está abierta al público. Se requieren máscaras.

Savannah M. Parrish
Town Clerk

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Posted to the Town Bulletin Board 09/16/21



Town of Black Mountain
Public Works Department
Annual Streets & Parks Report 2020

2020 Street Capital Projects

- Cherry Street Bump Out
- Capital Projects were delayed due to budget constraints related to COVID-19

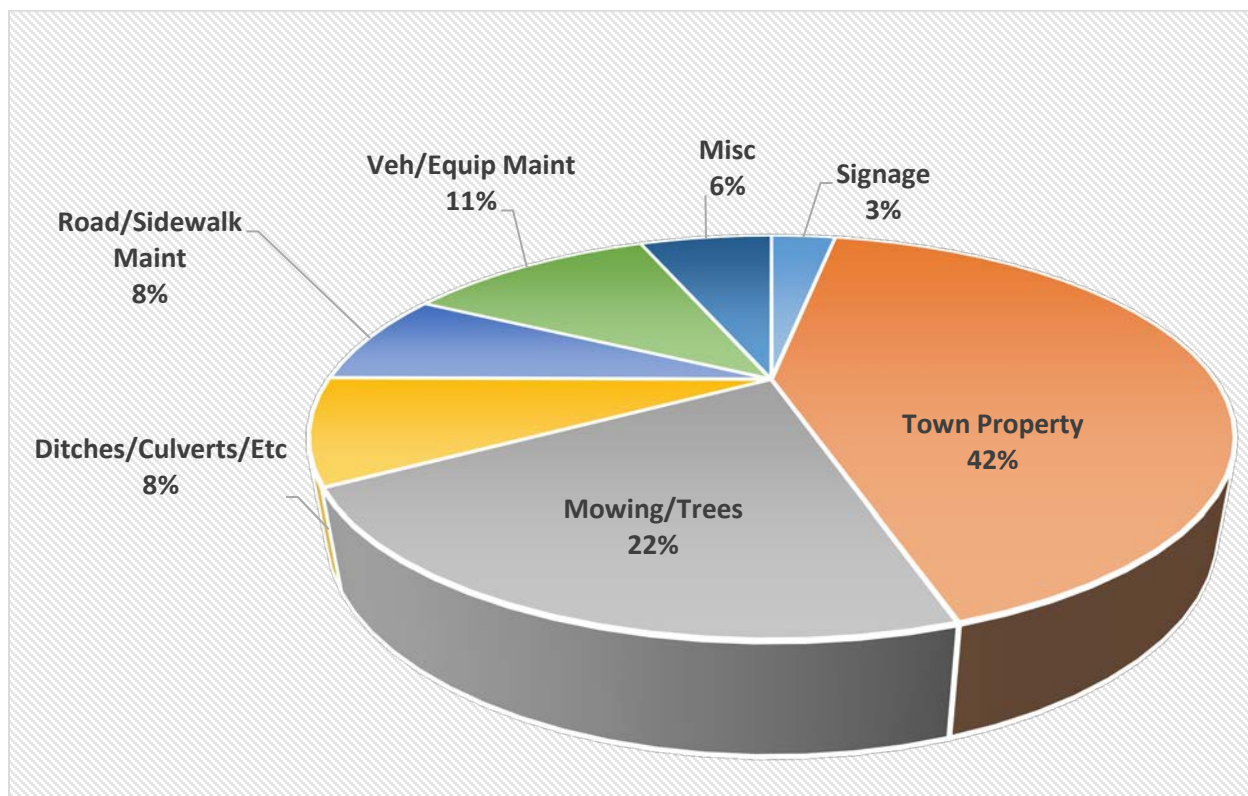
2020 Department Projects

- Emergency Action Plan (Evacuation)
- Monthly Building Inspections
- Met with Asheville, Weaverville & Marion Sanitation Departments
- MS 4 Storm water training (spill response, illicit discharge)
- Storm water reporting
- OSHA Inspection (Public Works)
- Bridge Inspections & Maintenance
- Wall constructed at 304 Black Mountain Ave
- Tree City USA
- Sanitation trucks ordered and received
- Hemlock Inoculation

Work Orders Completed

During 2020, the Public Works Department completed a total of 2300 work orders.

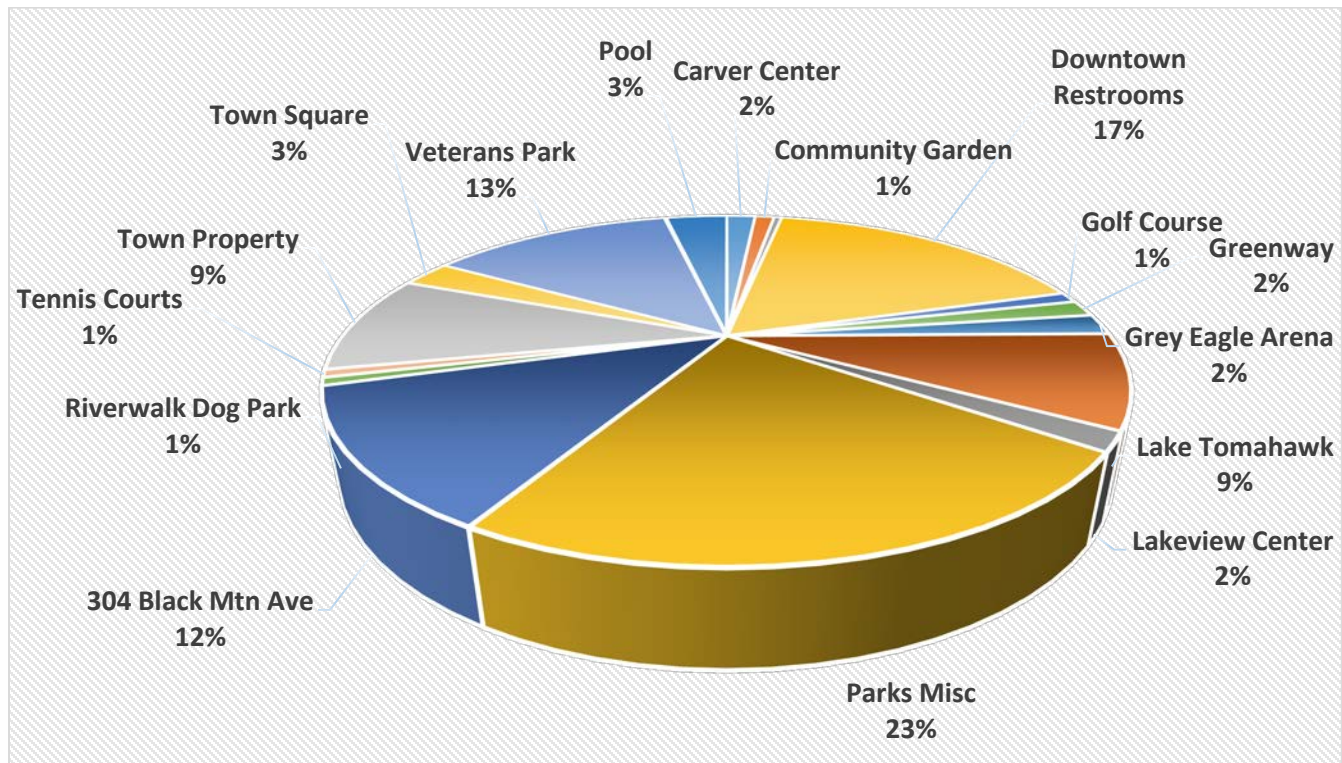
Description	Total Work Orders
Signage	68
Town Property	968
Mowing/Tree Removal & Trimming	497
Ditches/Culverts/Etc	195
Road/Sidewalk Maintenance	173
Vehicle/Equipment Maintenance	259
Miscellaneous	140
Total	2300



Town Property Work Orders Completed

The Public Works Department completed a total of 968 work orders for Town Properties.

Town Property	Total Work Orders
Carver Center	15
Community Garden	10
Cragmont Park	4
Downtown Restrooms	167
Golf Course	10
Greenway	15
Grey Eagle Arena	19
Lake Tomahawk	84
Lakeview Center	17
Parks Miscellaneous	221
Public Works Department Facility	119
Riverwalk Dog Park	7
Skate Park	0
Tennis Courts	7
Town Property/Town Hall/Police	90
Town Square	25
Veteran's Park	125
Playground Inspection	1
Pool	32
TOTAL	968



Sanitation Statistics:

Started Town of Black Mountain Sanitation October 1 , 2020

Tonnage Trash										Avg Tons Per Month
<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	
222.48	198.29	294.84	212.97	195.38	230.92	244.91	219.99	266.61	2086.39	231.82

Tonnage Recycling										Avg Tons Per Month
<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	
61.58	56.55	65.02	61.19	47.81	19.21	47.32	48.05	47.58	454.31	50.48

Brush Pick Up Request Each Month										Avg Stops Per Month
<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	
1038	869	367	300	163	540	626	777	830	5510	612

Bulk & White Goods Pick Up Request Each Month										Avg Stops Per Month
<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	
140	111	149	115	103	151	153	145	128	1195	133



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
AGENDA WORKSHOP AND SPECIAL MEETING MINUTES
September 9, 2021

THE BLACK MOUNTAIN TOWN COUNCIL held an agenda workshop Thursday, September 9, 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, September 13, 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 - absent
Council Member Archie Pertiller
Council Member Pam King
Council Member Doug Hay
Council Member Bill Christy

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 an annual report from Planning Director Jessica Trotman.

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

Manager Harrold briefly discussed Item **8A**, American Rescue Plan Professional Services Contract. This contract would allow Land of Sky Regional Council to administer an upcoming project paid for with American Rescue Act Funds.

Manager Harrold presented item **8B**, which will ask the council to consider purchasing a sewer line easement for Veteran's Park bathrooms in the amount of \$9000.00. There was some discussion among council members and the Town Attorney on how these matters have been handled in the past.

Council Member Doug Hay moved to add a proclamation for Lt. Garrett Presnell to the agenda. The motion was approved by a vote of 5-0.

There being no further discussion Mayor Larry B. Harris adjourned the meeting at 5:13 p.m.

ATTEST:

Savannah Parrish, Assistant to Manger/Town Clerk

Larry B. Harris, Mayor



TOWN OF BLACK MOUNTAIN

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

Date: **September 13, 2021** Time: **6:00 p.m.** **Regular Session Minutes**

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1. CALL TO ORDER

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

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

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Town Clerk
Jessica Trotman, Planning Director
Jamey Matthews, Public Works Director
Joshua Henderson, Director of Recreation and Parks
Chris Kuhn, Interim Police Chief
Scottie Harris, Fire Chief
Ron Sneed, Town Attorney

Mayor Harris welcomed members of the public and led the Pledge of Allegiance. Pastor Chandler Ragland of Black Mountain United Methodist Church offered an invocation.

2. PROCLAMATIONS, AWARDS & RECOGNITION

Mayor Harris presented a proclamation in honor of the late Lt. Garrett Presnell. A copy of the proclamation is included and made part of these minutes.

3. CITIZEN COMMENTS

Peter Fraser of 304 Genesis Circle addressed the Town Council concerning noise pollution in Town.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

Planning Director Jessica Trotman presented the annual report of the Planning Department to the Town Council. Director Trotman reviewed past and upcoming projects, gave an update on staff, and reviewed various metrics. A copy of the presentation is included and made part of these minutes.

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.

Manager Josh Harrold reviewed the consent agenda.

A. Adoption of Minutes

Motion: *To adopt the minutes of the August 9, 2021 Regular Session Meeting, the August 9, 2021 Closed Session Meeting, and the August 5, 2021 Agenda Meeting.*

B. Revision to the Town Purchasing Policy

Motion: *To approve the revised purchasing policy and the uniform guidance policy.*

C. Resolution #R-21-20 supporting NCDOT to administer Ninth Street Bridge Replacement

Motion: *To approve the resolution as presented.*

D. Ninth Street Bridge Replacement Capital Project Fund Ordinance #O-21-15

Motion: *To approve as presented.*

E. Utility Billing Policy and Procedures

Motion: *To approve or deny the Utility Billing Policy and Procedures.*

F. Annexation Ordinance #O-20-20 Amendment

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

Vice Mayor Ryan Stone moved to approve Consent Items A-F as presented. The motion was approved by a vote of 5-0.

6. CITIZEN COMMENTS - None

*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 - None

8. NEW BUSINESS

A. American Rescue Plan Professional Services Contract

Manager Harrold informed the council that the American Rescue Plan Professional Services Contract would allow the Land of Sky Regional Council to perform administration, contracting, and reporting for the ARP funded waterline project on US 70. Manager Harrold stated that the administration of the project would be very time consuming.

Council Member Archie Pertiller moved to approve the contract for professional services. The motion was approved by a vote of 5-0.

B. Sewer line Easement for Veteran's Park Bathrooms (PARTF)

Manager Harrold stated that to complete the bathrooms as outlined in the PARTF grant agreement, the Town will need to acquire an easement from the property owner located at 850 Blue Ridge Road. The property owner requested \$9000 in exchange for the easement.

Vice Mayor Ryan Stone moved to approve Consent Items A-F as presented. The motion was approved by a vote of 5-0.

9. PUBLIC HEARING - None

*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.*

10. COMMUNICATION FROM STAFF

Town Manager Josh Harrold informed the council that President Biden approved Gov. Cooper's request for Federal Emergency Management Agency assistance due to the recent flooding in western North Carolina. The initial reporting was submitted by staff. The next step will be an applicant briefing.

Manager Harrold also inquired if the council would like staff to proceed with a Citizens Academy. Mayor Harris instructed Manager Harrold to reevaluate the situation with COVID-19 at a later date so that staff can move forward with an in-person Citizens Academy when it is safe.

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Mayor Harris made brief remarks to commemorate the 20th anniversary of the September 11, 2001 attacks.

12. ADJOURNMENT

There being no further business Mayor Larry B. Harris adjourned the meeting at 6:52 p.m.

ATTEST:

Savannah M. Parrish Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: October 11th, 2021

SUBJECT: Budget Amendment and Fire Department Grant

AGENDA INFORMATION

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

BRIEF SUMMARY:

On 08/23/2021 the Town of Black Mountain received notification from Broad River Volunteer Fire and Rescue Dept that we had been awarded pass through grant funding from the Department of Homeland Security in the amount of \$242,273.00 for Grant Award EMW-2020-FG-13844 Fiscal Year 2020 Assistance to Firefighters Grant. Per the contract the Town's matching requirement is 10% of our portion of the award totaling \$24,227.

With this grant award The Town of Black Mountain Fire Department will receive 37 SCBA & Facepieces and 15 spare facepieces.

MOTION FOR CONSIDERATION: Council to approve the AFG Reginal Grant and Budget amendment for Fire Department

ATTACHMENTS: Budget amendment and Grant Documents

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



BUDGET AMENDMENT REQUEST FORM

DATE:

09/28/21

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
42-00-0000-500	Grant Revenue		\$242,273.00
42-00-5300-704	Capital Outlay-Equipment	\$266,498.00	
42-00-0000-902	Transfer In		\$24,225.00
10-00-3905-900	Appropriated Fund Balance		\$24,225.00
10-00-5900-955	Transfer Out	\$24,225.00	
Total:		\$290,723.00	\$290,723.00

REASON FOR BUDGET AMENDMENT

Recognize Budget for AFG Regional SCBA Grant for X3 PRO SCBA Airpacks and Town's 10% required portion

Entered by:

Department Head signature:

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/23/2021



Brent Hayner

BROAD RIVER VOLUNTEER FIRE & RESCUE DEPARTMENT INC
44 BROAD RIVER VFD RD
BLACK MOUNTAIN, NC 28711

EMW-2020-FG-13844

Dear Brent Hayner,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$760,454.55 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$76,045.45 for a total approved budget of \$836,500.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Farmer", is written over a horizontal line.

Robert Farmer
Acting Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: BROAD RIVER VOLUNTEER FIRE & RESCUE DEPARTMENT INC

DUNS number: 967765397

Award number: EMW-2020-FG-13844

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$836,500.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$760,454.55
Non-federal	\$76,045.45
Total	\$836,500.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

21 SCBA including mask and 2 cylinders @ \$7,200

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	21	\$7,000.00	\$147,000.00	Equipment

CHANGE FROM APPLICATION

Price from \$7,200.00 to \$7,000.00

JUSTIFICATION

This reduction is because the cost you requested for SCBA units exceeds the average price range calculated from market research and prior awards for the same item.

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

SCBA including mask and 2 cylinder @ \$7200

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	95	\$7,000.00	\$665,000.00	Equipment

CHANGE FROM APPLICATION

Price from \$7,200.00 to \$7,000.00

JUSTIFICATION

This reduction is because the cost you requested for SCBA units exceeds the average price range calculated from market research and prior awards for the same item.

Face Pieces (not associated with SCBA requests)

DESCRIPTION

50 additional facepieces @ \$800

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	49	\$500.00	\$24,500.00	Equipment

CHANGE FROM APPLICATION

Quantity from **50** to **49**

Price from **\$800.00** to **\$500.00**

JUSTIFICATION

This reduction is because the cost you requested for Face Pieces exceeds the average price range calculated from market research and prior awards for the same item. This reduction is because the number of Face Pieces requested exceeded the number of personnel necessitating Face Pieces in your department.

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: BROAD RIVER VOLUNTEER FIRE & RESCUE DEPARTMENT INC

DUNS number: 967765397

Award number: EMW-2020-FG-13844

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38**Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-13844	2. Amendment No. N/A	3. Recipient No. 591780579	4. Type of Action AWARD	5. Control No. WX00641N2021T		
6. Recipient Name and Address BROAD RIVER VOLUNTEER FIRE & RESCUE DEPARTMENT INC 44 BROAD RIVER VSD RD BLACK MOUNTAIN, NC 28711		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Brent Hayner		9a. Phone No. 8285754776	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program			
10a. Phone No. 1-866-274-0960						
11. Effective Date of This Action 08/23/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/30/2021 to 08/29/2023 Budget Period 08/30/2021 to 08/29/2023			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$760,454.55	\$760,454.55	\$76,045.45
Totals			\$0.00	\$760,454.55	\$760,454.55	\$76,045.45
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate	08/23/2021

2020 AFG Regional SCBA Grant

EMW-2020-FG-13844

Broad River Black Mountain Riceville Swannanoa

AWARD

X3 Pro SCBA Airpack	116	\$7,000.00
Cylinder 30 min. 15 yr.	232	
AV3000HT Facepiece	116	
		\$812,000.00
AV3000HT Facepiece (extra)	49	\$500.00
		\$24,500.00
	Total	\$836,500.00
	Federal Portion	\$760,454.55
	FD Portion (less taxes)	\$76,045.45

Agency	FD SUB	FD TAX	FD TOTAL	AFG PORTION	TOTAL LESS TAX
Swannanoa	\$21,136.36	\$16,275.00	\$37,411.36	\$211,363.64	\$232,500.00
Riceville	\$16,590.91	\$12,775.00	\$29,365.91	\$165,909.09	\$182,500.00
Black Mountain	\$24,227.27	\$18,655.00	\$42,882.27	\$242,272.73	\$266,500.00
Broad River	\$14,090.91	\$10,850.00	\$24,940.91	\$140,909.09	\$155,000.00
	\$76,045.45			\$760,454.55	\$836,500.00

Above is less sales tax. Taxes collected by BRVFD will be returned once we receive back.

Broad River Vol. Fire & Rescue Dept.

INVOICE

Date: 11/1/2021

Invoice #: EMW-2020-FG-13844

For: AFG Regional Grant

Bill To: Black Mountain FD

44 Broad River VFD Rd
Black Mountain, NC 28711
Phone: 828-669-0488
Fax: 828-669-0438

DESCRIPTION	AMOUNT
37 SCBA & Facepieces	\$259,000.00
74 Cylinders 30 minute 15 year	\$0.00
15 Spare Facepieces	\$7,500.00
SUBTOTAL	\$266,500.00
TAX RATE	7.00%
SALES TAX	\$18,655.00
FED PORTION	\$242,272.73
TOTAL DUE	\$42,882.27



FEMA

AFG Grant Award FEMA Region IV Welcome Letter

REGION IV AFG TEAM

Vincent W. Ramm SR – (Alabama and Mississippi)

Vincent.rammsr@fema.dhs.gov

(229) 225-4965

Christopher Billingsley – (North Carolina, and South Carolina)

Christopher.Billingsley@fema.dhs.gov

(770) 220-5607

Dee Roberts – (Florida and Tennessee)

Dee.roberts@fema.dhs.gov

(770) 220-5391

Phoebe Bell – (Georgia and Kentucky)

Phoebe.bell@fema.dhs.gov

(770) 220-3179

AFG Help Desk (866) 274-0960

Dear Grantee,

Congratulations on your FY 2020 Assistance to Firefighters Grant (AFG) award. On behalf of the Federal Emergency Management Agency (FEMA) Grant Programs Directorate and Region IV, we would like to introduce ourselves as your Region IV Fire Program Analyst/Specialists. We will serve as your primary points of contact for the AFG Program. Our goal is to work with you towards the successful completion of your grant award.

As part of the FY20 AFG award rollout, and for your benefit, we are offering Post Award Orientation (PAO) interview/coaching sessions with AFG recipients. This conversation is to confirm that you have an understanding of your roles and responsibilities during the 24-month Period of Performance. We will be hosting Post Award Orientation (PAO) Webinars via Zoom every 3 weeks. Invitation emails will be sent out to grantees. Although they are not mandatory, they are highly recommended for grantees that would like a refresher on proper grants management.

Recipients are strongly encouraged to review their award package in the FEMA GO system by opening the “attachment link” and select “View Award Package.” *Please review the “Negotiation Comments” in the Award Package for any changes from your original application and for information on the FEMA Environmental Planning and Historic Preservation (EHP) requirements. *You must complete the FEMA EHP Screening Form, if applicable, and receive approval from FEMA prior to beginning work on any project with a possible EHP impact. Failure to comply may result in funds being denied.

Further guidance is provided in the current AFG FY20 Notice of Funding Opportunity (NOFO) which includes an introduction of expectations: <https://www.fema.gov/assistance-firefighters-grants-documents>. The AFG Frequently Asked Questions (FAQs) web link is listed here: <https://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions>.

Lastly, if you are no longer the primary contact for your organization, please contact AOR listed in your award in FEMA GO and update the contacts. We look forward to working with you to successfully implement your grant program. If you have any questions or concerns, please feel free to contact us.

Respectfully,
Your Region IV AFG Team

cc: Official Grant File

www.fema.gov

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: October 11, 2021

SUBJECT: Intersection Traffic Studies

AGENDA INFORMATION

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

SUMMARY: In August 2021 the Town Council agreed to perform studies on 3 intersections in town. The traffic engineer has completed the studies and will present the findings at the Council meeting.

MOTION FOR CONSIDERATION: N/A

FUNDING SOURCE: General Fund

ATTACHMENTS: intersection studies

MANAGER'S COMMENTS AND RECOMMENDATIONS: N/A



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

October 1, 2021

Josh M. Harrold, AICP, CZO, ICMA-CM Candidate
Town Manager
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

Re: Black Mountain All Way Stop Analysis
Town of Black Mountain
TPD# TOBM.00004

Dear Josh,

At the request of the Town of Black Mountain, Traffic Planning and Design, Inc. (TPD) has completed a traffic engineering analysis to determine if multiway stop control is warranted at the following three intersections:

1. Cragmont Road at Tomahawk Avenue and Swannanoa Avenue;
2. Cragmont Road (SR 2500) at Byrd Road and Hiawasse Avenue (SR 2495); and
3. Laurel Avenue at Tenth Street.

Figure 1, attached, shows the location of the study intersections.

This multiway stop analysis was conducted in accordance with the FHWA Publication Manual on Uniform Traffic Control Devices (MUTCD), 2009, Part 2, "Signs," Chapter 2B, "Regulatory Signs," Section 2B.07, "Multiway Stop Applications."

Existing Roadway Network

A survey of the roadway system included in this study area is as follows:

Cragmont Road is a two-lane, east-west, collector roadway with a posted speed limit of 25 mph. The pavement surface and lane markings are in fair condition with signs of deterioration along the pavement edge. The pavement markings for the westbound approach of Cragmont Road to Byrd Road and Hiawasse Avenue are showing significant wear most likely from over-tracking of vehicle tires through the roadway's horizontal curve. Cragmont Road has one lane on each approach and is currently uncontrolled at the Swannanoa Avenue/Tomahawk Avenue intersection or the Byrd Road at Hiawasse Avenue intersection.

Swannanoa Avenue and Tomahawk Avenue are both two-lane, north-south, local roadways with a posted speed limit of 25 mph. Swannanoa Avenue and Tomahawk Avenue form a four-legged intersection with Cragmont Road. The pavement surface and lane markings are in fair condition with signs of deterioration along the pavement edge. Swannanoa Avenue and Tomahawk Avenue are stop controlled at Cragmont Road. A crossline drain pipe under Swannanoa Avenue is showing signs of roadway shoulder undercutting with potential to cause a failure at the roadway edge.

Byrd Road is a two-lane, north-south, local roadway with a posted speed limit of 25 mph. Byrd Road and

Hiwassee Avenue form a four-legged intersection with Cragmont Road. Byrd Road has a 90-degree curve in advance of the intersection with Cragmont Road and connects as the eastbound approach. The pavement surface is in fair condition and there are no lane markings. Byrd Road and Hiwassee Avenue are stop controlled at Cragmont Road.

Hiwassee Avenue is a two-lane, north-south, local roadway with a posted speed limit of 25 mph. Hiwassee Avenue has a 13.3 percent downgrade approaching the intersection with Cragmont Road. The pavement surface and lane markings are in fair condition.

Laurel Avenue is a two-lane, north-south, local roadway with a posted speed limit of 25 mph. The pavement surface and lane markings are in fair condition. The pavement edge is showing signs of edge deterioration with plant growth invading the pavement edge. Laurel Avenue has one lane on each approach and is currently uncontrolled at the Tenth Street intersection.

Tenth Street is a two-lane, east-west, local roadway with a posted speed limit of 25 mph. Tenth Street forms a four-legged intersection with Laurel Avenue. The pavement surface is in fair condition and there are no lane markings. The pavement edge is showing signs of deterioration with plant growth invading the pavement edge. Tenth Street is stop controlled at Laurel Avenue.

Additional information regarding the roads under study is presented in Table 1. Existing traffic volume data is illustrated in Figure 2.

Table 1
Intersection Geometry

	Approach	Approach Lane Width	Shoulder Widths	Total Cartway Width	Grade
Intersection 1: Cragmont Road at Tomahawk Avenue / Swannanoa Avenue					
Cragmont Road (No stop control)	Eastbound	11'	Curb & Gutter along north side w/ sidewalk	22'	-3.9%
	Westbound	11'	Curb & Gutter along north side w/ sidewalk	22'	-3.1%
Tomahawk Avenue (Stop controlled approach)	Southbound	9.5'	Curb & Gutter along east side w/ sidewalk	19'	-8.7%
Swannanoa Avenue (Stop controlled approach)	Northbound	9.5'	No Paved Shoulders	19'	4.2%
Intersection 2: Cragmont Road at Byrd Road / Hiwassee Avenue					
Cragmont Road (SR 2500) (No stop control)	Northbound	10'	Curb & Gutter along east side w/ sidewalk	20'	-3.2%
Cragmont Road (No stop control)	Westbound	10'	Curb & Gutter along north side w/ sidewalk	20'	3.1%
Byrd Road (Stop Controlled approach)	Eastbound	10.5'	No Paved Shoulders	21'	-3.8%
Hiwassee Avenue (SR 2495) (Stop Controlled approach)	Southbound	9'	No Paved Shoulders	18'	-13.3%
Intersection 3: Laurel Avenue at Tenth Street					
Laurel Avenue (No stop control)	Northbound	8.75'	No Paved Shoulders	17.5'	-5.2%
	Southbound	8.75'	No Paved Shoulders	17.5'	10.1%
Tenth Street (Stop Controlled approach)	Eastbound	8.75'	No Paved Shoulders	17.5'	17.0%
	Westbound	8.75'	No Paved Shoulders	17.5'	-10.7%

Engineering and Traffic Study Elements

The following elements, as applicable, are considered in an engineering study pertaining to multi-way stop control:

1. Crash analysis
2. Geometric review – intersection alignment, roadway width, horizontal and vertical curvature
3. Pedestrian volume
4. Sight distance – corner sight distance
5. Speed data – speed limit, spot speed, travel time and delay
6. Traffic volumes – ADT, turning movements
7. Capacity Analysis

A summary of findings for each of the three (3) subject intersections and can be found below and is summarized in the following table and exhibits:

- Table 1: Intersection Geometry
- Table 2: Sight Distance Analysis
- Figures 3, 4 and 5: Aerial diagrams showing existing roadway geometry, sight lines and site conditions for Intersections 1, 2 and 3, respectively.

1. Crash Analysis

Crash data available for these intersections was minimal and was not considered in this multi-way stop control study.

2. Geometric Review

Intersection 1: Cragmont Road at Tomahawk Avenue / Swannanoa Avenue

The Cragmont Road at Tomahawk Avenue / Swannanoa Avenue intersection is an unsignalized four-legged intersection. Cragmont Road is oriented in an east-west direction and intersects Tomahawk Avenue and Swannanoa Avenue, which are oriented in a north-south direction, at approximately 90 degrees. The Tomahawk Avenue (southbound) and Swannanoa Avenue (northbound) approaches to Cragmont Road are stop controlled. The Cragmont Road (eastbound and westbound) approaches to Tomahawk Avenue and Swannanoa Avenue are free flowing. Eastbound Cragmont Road has a gradual horizontal curve to the left approaching the intersection. Westbound Cragmont Road has a horizontal curve to the left, with an approximate 225 ft radius, approaching the intersection. Tomahawk Avenue has an 8.7 percent downgrade approaching the intersection and Swannanoa Avenue has a 4.2 percent uphill grade approaching the intersection.

Intersection 2: Cragmont Road at Byrd Road / Hiwassee Avenue

The Cragmont Road at Byrd Road / Hiwassee Avenue intersection is an unsignalized four-legged intersection. Cragmont Road is oriented with south leg and east leg approaches and intersects Byrd Road (west leg) and Hiwassee Avenue (north leg) at approximately 90 degrees. The Cragmont Road geometry through the intersection is an approximate 45-50 foot radius curve. The Hiwassee Avenue (southbound) and Byrd Road (eastbound) approaches to Cragmont Road are stop controlled. The Cragmont Road (westbound and northbound) approaches to Byrd Road and Hiwassee Avenue are free flowing. Northbound Cragmont Road has a gradual horizontal curve to the left approaching the intersection. Westbound Cragmont Road has a gradual horizontal curve to the right approaching the intersection. Eastbound Byrd Road has a horizontal curve to the left, with an approximate 150 ft radius, approaching the intersection. Hiwassee Avenue has a 13.3 percent downgrade approaching the intersection.

Intersection 3: Laurel Avenue at Tenth Street

The Laurel Avenue at Tenth Street intersection is an unsignalized four-legged intersection. Laurel Avenue is oriented in a north-south direction and intersects Tenth Street, which is oriented in an east-west direction, at approximately 90 degrees. The Tenth Street approaches to Laurel Avenue are stop controlled. The Laurel Avenue (northbound and southbound) approaches to Tenth Street are free flowing. Laurel Avenue has a 5.2 percent downgrade on the northbound approach to the intersection and a 10.1 percent uphill grade on the southbound approach to the intersection. Tenth Street has a 17.0 percent uphill grade on the eastbound approach to the intersection and a 10.7 percent downgrade on the westbound approach to the intersection.

3. Pedestrian Volumes

Intersection 1: Cragmont Road at Tomahawk Avenue / Swannanoa Avenue

Pedestrians were frequently observed utilizing the sidewalk along the north side of Cragmont Road and on the east side of Tomahawk Avenue at the Cragmont Road at Tomahawk Avenue and Swannanoa Avenue intersection during field visits. Bikers were also frequently observed on Cragmont Road and Tomahawk Avenue. Pedestrians were observed crossing Cragmont Road on both sides of the intersection. Pedestrians were only observed crossing Tomahawk Avenue on the north side of the intersection. The adjacent pathway around Lake Tomahawk and the adjacent tennis courts invites neighborhood pedestrian activity. The sidewalks present provide for safe pedestrian flow; however, pedestrians crossing both Cragmont Road and Tomahawk Avenue were observed to show significant caution and expressed their concerns verbally to TPD field investigators.

Intersection 2: Cragmont Road at Byrd Road / Hiwassee Avenue

Pedestrians were observed utilizing the sidewalk along the south side of Cragmont Road at the Cragmont Road at Byrd Road and Hiwassee Avenue intersection during field visits. Bikers were also observed on Cragmont Road. Pedestrians were observed crossing the northbound Cragmont Road approach to the intersection. Weekend farmers' markets and similar outdoor market activities resulted in increased neighborhood pedestrian activity. The sidewalk present provides for safe pedestrian flow; however, pedestrians observed crossing Cragmont Road required more caution because of the free-flowing tight radius turn with limited sight distance.

Intersection 3: Laurel Avenue at Tenth Street

Pedestrians and bikers were observed along both Laurel Avenue and Tenth Street at the Laurel Avenue at Tenth Street intersection during field visits. No sidewalks are present on either Laurel Avenue or Tenth Street. Pedestrians were observed walking comfortably in the roadway and motorists were observed passing with caution. Pedestrian and bicycle activity observed is similar to that which would be expected on low volume residential streets.

4. Sight Distance

A sight distance evaluation was performed for the stop-controlled movements at each intersection. The existing sight distances for exiting vehicles were measured on September 11, 2021 and compared to the sight distance standards for local roads as specified in NCDOT's *Policy on Street and Driveway Access to North Carolina Highways* as shown in the image below.

SIGHT DISTANCE (ft) PER 10 MPH OF ARTERIAL DESIGN SPEED FOR APPROPRIATE ARTERIAL WIDTH OF CROSSING			
Design Vehicle Crossing the Arterial	Two Lanes	Four Lanes	Six Lanes
Passenger Vehicle	100	120	130
Single Unit Truck	130	150	170
WB-50 Tractor Trailer	170	200	210

Image Source: "Policy on Street and Driveway Access to North Carolina", NCDOT

The standard measurement for corner sight distance is calculated as the measured distance along a crossing roadway where a driver stopped at a side road can see another vehicle approaching. The height of both the driver's eye and the approaching vehicle are assumed to be 3.5 feet above the road surface and the driver's eye is assumed to be 10 feet from the edge of the roadway.

Tables 2 shows the NCDOT required and measured or existing sight distances at each study intersections.

Table 2
Sight Distance Evaluation

	Exiting Vehicle	Approaching Traffic		Exiting Vehicle	
	Sight Distance Direction	Speed (mph) ¹	Grade ² (%)	Sight Distances (feet)	
				SSSD ³	EXIST
Intersection 1: Cragmont Road at Tomahawk Avenue / Swannanoa Avenue					
Northbound Swannanoa Ave Exiting Movements	To the left	25	-3.9	250 325	135
	To the right	25	-3.1	250 325	170
Southbound Tomahawk Ave Exiting Movements	To the left	25	-3.1	250 325	258
	To the right	25	-3.9	250 325	92
Intersection 2: Cragmont Road at Byrd Road / Hiwassee Avenue					
Eastbound Byrd Rd Exiting Movements	Straight ahead	25	3.1	250 325	280
	To the right	25	-3.2	250 325	278
Southbound Hiwassee Ave Exiting Movements	To the left	25	-3.1	250 325	390
	To the right	25	-3.9	250 325	70
Northbound Cragmont Rd Left-turn Movement	To the right	25	3.1	250 325	137
Intersection 3: Laurel Avenue at Tenth Street					
Eastbound Tenth St Exiting Movements	To the left	25	10.1	250 325	350+
	To the right	25	-5.2	250 325	180
Westbound Tenth St Exiting Movements	To the left	25	-5.2	250 325	90
	To the right	25	10.1	250 325	46

Highlighted Cells = Substandard Sight Lines

EXIST = Existing (measured) Sight Distance

SSSD = NCDOT Safe Stopping Sight Distance Requirement

(1) Posted Speed Limit. Note that 85th percentile speed data has not yet been collected.

(2) Average Roadway Grade Approaching Intersection

(3) SSSD Requirements: Passenger Vehicles | Single Unit Trucks

A summary of the sight line evaluation for each intersection is as follows:

Intersection 1: Cragmont Road at Tomahawk Avenue / Swannanoa Avenue

For the intersection of Cragmont Road at Tomahawk Avenue and Swannanoa Road, as shown in Table 2, the available sight distance for a driver exiting Swannanoa Avenue looking to the right or left on Cragmont Road does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the right is limited by a horizontal curve and heavy vegetation along the southeast corner of Cragmont Road

and Swannanoa Avenue. The sight distance to the left is limited by a horizontal curve and back-out parking provided for the VFW building along the southwest corner of Cragmont Road and Swannanoa Avenue.

The available sight distance for a driver exiting Tomahawk Avenue looking to the right on Cragmont Road does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the right is limited by a horizontal curve, a retaining wall located at the back of sidewalk and heavy vegetation along the northwest corner of Cragmont Road and Tomahawk Avenue. The available sight distance looking to the left exceeds the required stopping sight distance for a passenger vehicle at the posted speed of 25 mph but not for a single unit truck. The sight distance to the left is limited by a horizontal curve.

Improved sight distance could be provided eliminating the heavy vegetation noted on the southeast corner of Cragmont Road at Swannanoa Avenue; however, the stopping sight distance requirements cannot be as easily satisfied on the southwest and northwest corners. In order to meet the safe stopping sight distance (SSSD) requirements, there would likely be restrictions that include right-of-way and construction cost constraints that may have significant impacts to private property. **It is not currently feasible to remove the sight line obstructions at this intersection as it would require eliminating parking for the VFW building and regrading the northwest corner to eliminate a retaining wall.**

Intersection 2: Cragmont Road at Byrd Road / Hiwassee Avenue

For the intersection of Cragmont Road at Byrd Road and Hiwassee Avenue, as shown in Table 2, the available sight distance for a driver exiting Byrd Road looking straight ahead or to the right on Cragmont Road exceeds the required stopping sight distance for a passenger vehicle at the posted speed of 25 mph but not for a single unit truck. The sight distance straight ahead is limited by a horizontal curve. The sight distance to the right is limited by a horizontal curve and heavy vegetation on private property.

The available sight distance for a driver exiting Hiwassee Avenue looking to the right towards Byrd Road does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the right is limited by a horizontal curve and heavy vegetation along the northwest corner of Byrd Road and Hiwassee Avenue. The available sight distance looking to the left exceeds the required stopping sight distance for a passenger vehicles and single unit trucks at the posted speed of 25 mph.

The available sight distance for a northbound driver on Cragmont Road wanting to turn left onto Byrd Road and looking to the right on Cragmont Road does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the right is limited by a horizontal curve and heavy vegetation along the southeast corner of Cragmont Road and Cragmont Road on private property.

Sight lines could be marginally improved by eliminating the heavy vegetation noted on the southeast corner of Cragmont Road at Cragmont Road. However, it is not feasible to improve the sign lines sufficiently to meet the SSSD requirements as this would require right-of-way and costly construction with impacts to private property. In addition, the existing intersection control does not meet normal driver expectations for turning movements given the poorly aligned intersection and 90-degree free flowing roadway curve along Cragmont Road.

Intersection 3: Laurel Avenue at Tenth Street

For the intersection of Laurel Avenue at Tenth Street, as shown in Table 2, the available sight distance for a driver exiting Tenth Street on the westbound approach looking left or right on Laurel Avenue does not meet the stopping sight distance requirements for a posted speed of 25 mph. The available sight distance looking to the left is impacted by both an embankment on the adjacent private property and by a crest vertical curve on the northbound Laurel Road approach. The available sight distance looking to the right is impacted by an embankment and heavy vegetation.

The available sight distance for a driver exiting Tenth Street on the eastbound approach looking to the right is

limited by a crest vertical curve and heavy vegetation. The sight distance to the left exceeds the required stopping sight distance for a passenger vehicles and single unit trucks at the posted speed of 25 mph. **The sight distance to the south is limited by a crest vertical curve and embankment along the southeast corner. It is not currently feasible to remove the sight line obstructions at this intersection as it would require substantial roadway modifications to remove the vertical curvature and would have impacts on adjacent properties.**

5. Speed Data

Speed data was not collected; however, based on field driving and observations, most drivers are following the posted speed limit or are likely traveling within 5 mph of the posted speed limit. TPD reviewed sight distance information to identify any sight lines that are only marginally meeting requirements, as those locations could warrant additional speed studies to verify results of the sight distance requirement. Based on this review, it does not appear that speed studies will impact the results of the sight distance evaluation and multi way stop analysis. In addition, several factors limit vehicles speeds on the roadways included in this study including significant horizontal curvature, significant vertical curvature, narrow lane width and vegetation close to travel lanes.

6. Traffic Volumes

Traffic count data was collected for each of the study intersections over a 12-hour period on Tuesday, August 24, 2021. Given the low volume, it is not expected that the intersections analyzed will meet the minimum traffic volume warrants for a multiway stop.

7. Capacity Analysis

Capacity analyses were not completed for the study intersections. No significant delays were observed during field data collection and a cursory review of the collected traffic volumes do not indicate volume levels that would result in significant delays or intersection capacity concerns. In addition, given the daily traffic volumes are likely to be under 4,000 vehicles per day. These volumes indicate that an all way stop, if warranted, is expected to operate an acceptable level of service without the need for additional capacity analysis.

Multiway Stop Criteria

Although the installation of a multiway stop may not be used for speed control, installing a multiway stop can be useful as a safety measure at some locations. The decision to install multiway stop control should be based on an engineering study. The following criteria from the MUTCD have been considered in this engineering study to determine if the installation of a multiway stop is appropriate for the three (3) subject intersections: 1. Cragmont Road at Tomahawk Avenue / Swannanoa Avenue, 2. Cragmont Road at Byrd Road / Hiawasse Avenue, and 3. Laurel Avenue at Tenth Street.

MUTCD Warrants:

- A. Traffic signal warrants;
- B. Crash history;
- C. Minimum traffic volume;
- D. Combination of warrants.

Other criteria that may be considered in an engineering study from the MUTCD include:

- A. Left-turn conflicts;
- B. Vehicle/pedestrian conflicts;
- C. Sight distance;
- D. Neighborhood collector streets.

A summary of results for each of the above MUTCD warrants are as follows.

A. Traffic Signal Warrants

MUTCD Warrant A: "Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal."

- This criterion is **not satisfied**.

B. Crash History

MUTCD Warrant B: "A crash problem, as indicated by five or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions."

- Crash data for the study area was requested from the Town of Black Mountain Police Department. An insufficient number of crashes were reported to consider meeting the crash history warrant. This criterion is **not satisfied**.

C. Minimum Traffic Volume

MUTCD Warrant C – "Minimum Volumes:

(1) The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

(2) The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the maximum hour, but

(3) If the 85th percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the above values."

- The traffic volume data collected for each of the study does not meet this minimum volume warrant. This criterion is **not satisfied**.

D. Combination of Warrants

MUTCD Warrant D: "Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition."

- This criterion is **not satisfied**.

Optional Criteria A: Left-turn Conflicts

(A) The need to control left-turn conflicts.

Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection

- This criterion is **not satisfied**.

Intersection 2: Cragmont Road at Byrd Road and Hiwassee Avenue Intersection

- The existing intersection geometry at the intersection of Cragmont Road at Byrd Road and Hiwassee Avenue does create an unusual left-turn conflict for northbound left-turns from Cragmont Road onto Byrd Road. This left-turn movement conflicts with the westbound left-turn on Cragmont Road, which has the right-of-way. Therefore, this criterion should be considered **satisfied**.

Intersection 3: Laurel Avenue at Tenth Street Intersection

- This criterion is not satisfied.

Optional Criteria B: Vehicle/Pedestrian Conflicts

(B) *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.*

Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection

- Pedestrians were observed crossing Cragmont Road at the Tomahawk Avenue and Swannanoa Avenue intersection during field visits. Because of the limited sight distance of the horizontal curves on either side of the intersection, pedestrians must utilize extra caution when crossing Cragmont Road. **All-way stop control for this intersection along with a marked crosswalk should help improve the safety for pedestrians crossing Cragmont Road.**

Intersection 2: Cragmont Road at Byrd Road and Hiawasse Avenue Intersection

- There were few pedestrians observed crossing Cragmont Road. This criterion is not satisfied.

Intersection 3: Laurel Avenue at Tenth Street Intersection

- There were few pedestrians observed crossing Laurel Avenue. This criterion is not satisfied.

Optional Criteria C: Sight Distance

(C) *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop.*

Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection

- The available sight distance does not meet the stopping sight distance requirements for northbound Swannanoa Avenue vehicles turning onto Cragmont Road or crossing onto Tomahawk Avenue. In addition, the available sight distance does not meet the stopping sight distance requirements for southbound Tomahawk Avenue vehicles turning onto Cragmont Road or crossing onto Swannanoa Avenue. There is an embankment along the northwest corner of the intersection that limits the available sight distance. Parking at the VFW building on the southwest corner and a horizontal curve limits the available sight distance and a horizontal curve and heavy vegetation on the southeast corner limits the available sight distance. **The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, the warrant should be considered satisfied.**

Intersection 2: Cragmont Road at Byrd Road and Hiawasse Avenue Intersection

- The available sight distance does not meet the stopping sight distance requirements for northbound Cragmont Road vehicles turning left onto Byrd Road or crossing onto Hiawasse Avenue. In addition, the available sight distance does not meet the stopping sight distance requirements for eastbound Byrd Road vehicles turning onto Cragmont Road. There are horizontal curves and heavy vegetation on private property on the southeast and southwest corners of the intersection that limit the available sight distance. **The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, the warrant should be considered satisfied.**

Intersection 3: Laurel Avenue at Tenth Street Intersection

- The available sight distance does not meet the stopping sight distance requirements for eastbound or westbound Tenth Street vehicles turning onto or crossing Laurel Avenue. There is an embankment along the southeast corner of the intersection that limits the available sight distance. Heavy vegetation is present on the southeast, southwest, and northeast corners of the intersection. Finally, the vertical curve

on the northbound approach of Laurel Avenue results in a significant impact to the available stopping sight distance. **The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, the warrant should be considered satisfied.**

Optional Criterial D: Neighborhood Residential Collector Streets

(D) An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

- **Based on roadway classification for the study area intersections, this criterion is not satisfied.**

Summary and Recommendations

The following conclusions and recommendations are based on the All Way Stop Study that TPD performed for the following three (3) subject intersections:

1. Cragmont Road at Tomahawk Avenue and Swannanoa Avenue;
2. Cragmont Road (SR 2500) at Byrd Road and Hiawassee Avenue (SR 2495); and
3. Laurel Avenue at Tenth Street.

Summary and Findings

- TPD evaluated the criteria for establishing all way stop control defined in the FHWA publication MUTCD. According to this publication, multiway stop control may be established if one or more of the criteria are satisfied:
- For the intersection of Cragmont Road at Tomahawk Avenue and Swannanoa Road, the available sight distance for a driver exiting Swannanoa Avenue looking to the right or left on Cragmont Road does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the right is limited by a horizontal curve and heavy vegetation along the southeast corner of Cragmont Road and Swannanoa Avenue. The sight distance to the left is limited by a horizontal curve and back-out parking provided for the VFW building along the southwest corner of Cragmont Road and Swannanoa Avenue. **It is not currently feasible to remove the sight line obstructions at this intersection as it would require eliminating parking for the VFW building and regrading the northwest corner to eliminate a retaining wall.**
- For the intersection of Cragmont Road at Byrd Road and Hiawassee Avenue, the available sight distance for a driver exiting Byrd Road looking straight ahead or to the right on Cragmont Road exceeds the required stopping sight distance for a passenger vehicle at the posted speed of 25 mph but not for a single unit truck. The sight distance straight ahead is limited by a horizontal curve. The sight distance to the right is limited by a horizontal curve and heavy vegetation on private property. **Sight lines could be marginally improved by eliminating the heavy vegetation noted on the southeast corner of Cragmont Road at Cragmont Road. However, it is not feasible to improve the sign lines sufficiently to meet the SSSD requirements as this would require right-of-way and costly construction with impacts to private property.** In addition, the existing intersection control does not meet normal driver expectations for turning movements given the poorly aligned intersection and 90 degree free flowing roadway curve along Cragmont Road.
- For the intersection of Laurel Avenue at Tenth Street, the available sight distance for a driver exiting Tenth Street on the westbound approach looking left or to the right on Laurel Avenue does not meet the stopping sight distance requirements for a posted speed of 25 mph. The sight distance to the left is limited by a vertical curve, heavy vegetation, and an embankment on private property. The sight distance to the right is limited by heavy vegetation on private property. For the eastbound approach, the sight distance to the right is limited by a vertical curve and heavy vegetation along the southwest corner. **It is not currently feasible**

to remove the sight line obstructions at this intersection as it would require substantial roadway modifications to remove the vertical curvature and regrading of embankments on private property.

- A summary of MUTCD Warrants and Optional Criteria are as follows:

MUTCD Warrant A – Traffic Signal Warrants: ***This criterion is not satisfied.***

MUTCD Warrant B – Crash History: An insufficient number of crashes were reported to consider meeting the crash history warrant. ***This criterion is not satisfied.***

MUTCD Warrant C – Minimum Traffic Volumes: The traffic volume data collected for each of the study does not meet this minimum volume warrant. ***This criterion is not satisfied.***

MUTCD Warrant D – Combination of Warrants: ***This criterion is not satisfied.***

MUTCD Optional Criteria A: Left-turn Conflicts

- Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection: ***This criterion is not satisfied.***
- Intersection 2: Cragmont Road at Byrd Road and Hiawasse Avenue Intersection: This left-turn movement conflicts with the westbound left-turn on Cragmont Road, which has the right-of-way. ***Therefore, this criterion is considered satisfied.***
- Intersection 3: Laurel Avenue at Tenth Street Intersection: ***This criterion is not satisfied.***

MUTCD Optional Criteria B: Vehicle/Pedestrian Conflicts

- Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection. Pedestrians were observed crossing Cragmont Road at the Tomahawk Avenue and Swannanoa Avenue intersection during field visits. Because of the limited sight distance of the horizontal curves on either side of the intersection, pedestrians must utilize extra caution when crossing Cragmont Road. ***All-way stop control for this intersection along with a marked crosswalk should help improve the safety for pedestrians crossing Cragmont Road.***
- Intersection 2: Cragmont Road at Byrd Road and Hiawasse Avenue Intersection. There were few pedestrians observed crossing Cragmont Road. ***This criterion is not satisfied.***
- Intersection 3: Laurel Avenue at Tenth Street Intersection. There were few pedestrians observed crossing Laurel Avenue. ***This criterion is not satisfied.***

MUTCD Optional Criteria C: Sight Distance

- Intersection 1: Cragmont Road at Tomahawk Avenue and Swannanoa Avenue Intersection. The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, ***the warrant is considered satisfied.***
- Intersection 2: Cragmont Road at Byrd Road and Hiawasse Avenue Intersection. There are horizontal curves and heavy vegetation on private property on the southeast and southwest corners of the intersection that limit the available sight distance. The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, ***the warrant is considered satisfied.***
- Intersection 3: Laurel Avenue at Tenth Street Intersection. The improvements necessary to meet all SSSD requirements would be cost prohibitive and have significant impacts on private property; therefore, ***the warrant is considered satisfied.***

MUTCD Optional Criterion D: Neighborhood Residential Collector Streets. Based on roadway classification for the study area intersections, ***this criterion is not satisfied.***

Recommendations

- Based on the MUTCD all way stop warrants. TPD recommends that the Town pursue installation of all way stop control at the following three (3) subject intersections:
 1. Cragmont Road at Tomahawk Avenue and Swannanoa Avenue;
 2. Cragmont Road (SR 2500) at Byrd Road and Hiawasse Avenue (SR 2495); and
 3. Laurel Avenue at Tenth Street.
- In order to implement all way stop control, the Town should first Receive Board of Alderman approval enacting the multiway stop control. Once approved, the Town may implement all way stop control in the field with proper signs and delineation, as follows and in accordance with NCDOT standard procedures:
 - Deployment of variable message boards approximately one month in advance providing advance notification of the pending changes.
 - Installation of static signs at each intersection stating that the intersection is being converted to all-way stop on day x/xx/xxxx.
 - Permanent "Stop" signs (R1-1), sized 36" x 36", and "All Way" plaques (R1-4), sized 18" x 6", should be placed on the right side of all approaches.
 - Install "Stop Sign Ahead" (W3-1-1) signs located a minimum of 100 feet in advance of the intersection on the eastbound and westbound Cragmont Road approaches at the Tomahawk Avenue / Swannanoa Avenue intersection, on the northbound and westbound Cragmont Road approaches to the Byrd Road / Hiawasse intersection and on the northbound and southbound Laurel Avenue approaches to the Tenth Street intersection.
 - As a temporary measure, place orange object marker flags above the new "Stop" signs and "Stop Sign Ahead" signs for a period of 30 to 45 days. TPD is available to assist the Town in identifying the exact placement of signs to ensure proper placement and visibility.

If we can be of further service, please call at your convenience. We are available to provide field markings indicating the locations of all proposed signs.

Please let us know if you have any questions or need additional information.

Thank you for your review and consideration.

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.



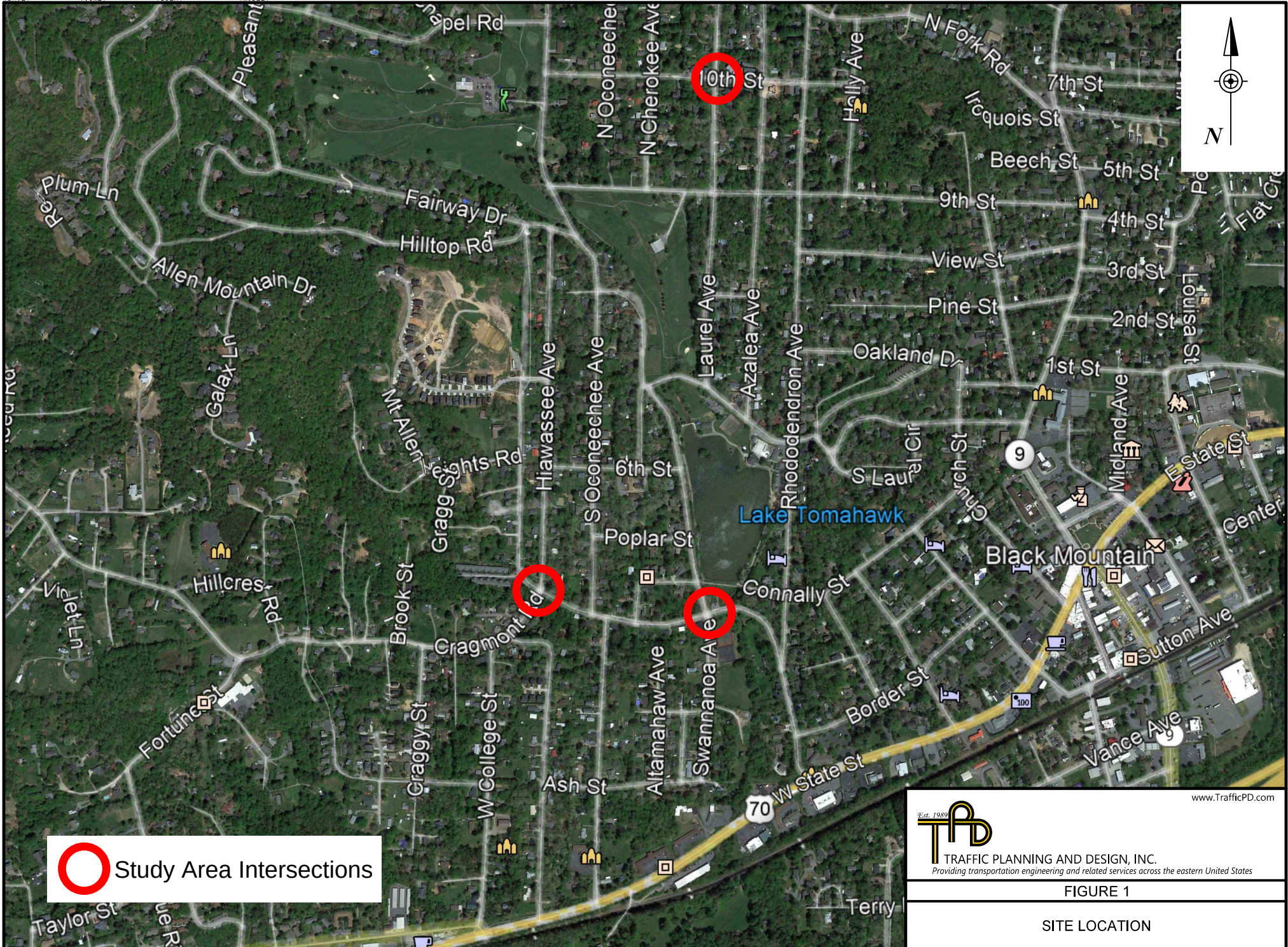
S. Colin Kinton, P.E.

Senior Project Manager

ckinton@TrafficPD.com

Attachments: Figures

CC: Jessica Trotman, Planning Director

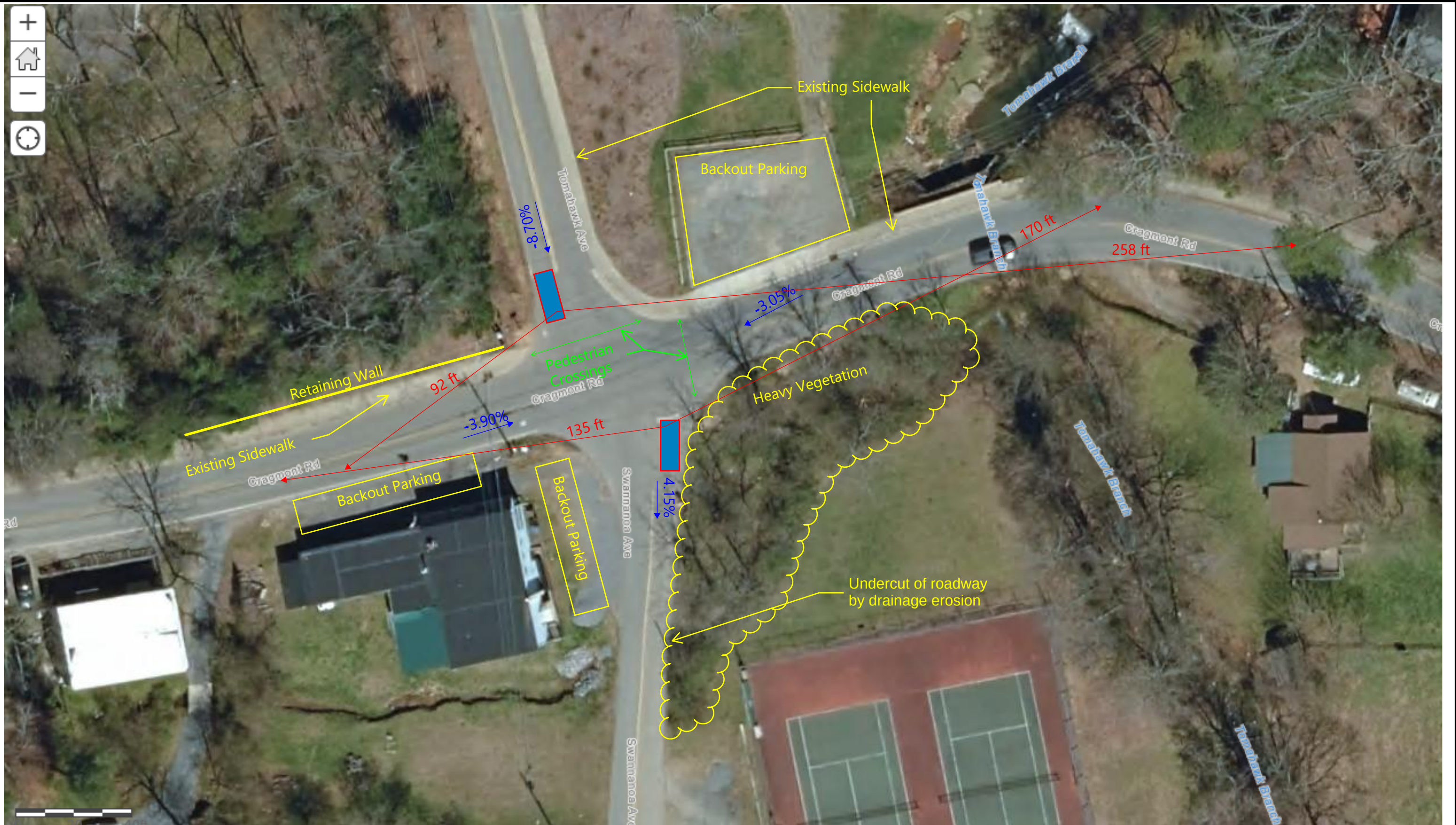


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Providing transportation engineering and related services across the eastern United States

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FIGURE 1

SITE LOCATION





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FIGURE 4

CONDITION DIAGRAM
CRAGMONT RD &
HIAWASSE AVE/BYRD RD



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: October 11, 2021

SUBJECT: NC 9 Sidewalk Phase III

AGENDA INFORMATION

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

SUMMARY: In order to begin construction on phase III of the NC 9 sidewalk, in exchange for an easement, the property owner is asking the Town to construct a wall and install a fence at a cost of \$68,500 along 450 linear feet of his property.

MOTION FOR CONSIDERATION: To approve or deny construction of wall/fence.

FUNDING SOURCE: General Fund

ATTACHMENTS: Aerial map

MANAGER'S COMMENTS AND RECOMMENDATIONS: N/A

Buncombe County



September 27, 2021

— wall/fence

1:2,257

0 0.0175 0.035 0.07 mi

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

Buncombe County



September 27, 2021

1:2,257

0 0.0175 0.035 0.07 mi

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: October 11, 2021

SUBJECT: Golf Equipment Lease

AGENDA INFORMATION

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

SUMMARY: The golf course equipment is nearing the end of a 5-year lease agreement with Smith Turf & Irrigation. We were able to receive 2 quotes from companies that specialize in leasing golf course equipment. Staff recommends entering into a new 5-year lease with Smith Turf & Irrigation. The cost per year is \$87,585.36.

MOTION FOR CONSIDERATION: To approve lease agreement

FUNDING SOURCE: General Fund

ATTACHMENTS: proposals

MANAGER'S COMMENTS AND RECOMMENDATIONS: N/A

Customer Name: **Black Mountain Golf Course**

Date: **August 16, 2021**

**WELLS
FARGO**

Lease Type:	FMV
Term:	60 Months
Payment Option:	Monthly

1st Payment Due 30 Days After Commencement

Brand	Model & Title	Equipment Hours	Quantity	Per Unit Price	Trade Allowance	Amount Financed
John Deere	2400 Triplex Mower	<600	3	\$ 40,914.36	\$ 2,414.70	\$ 120,328.38
John Deere	9009A Rough Mower	<600	1	\$ 71,346.00	\$ 1,403.58	\$ 69,942.42
John Deere	7400A Rough Mower	<600	1	\$ 50,059.00	\$ 984.80	\$ 49,074.20
John Deere	TX Turf Gator	<600	1	\$ 13,041.00	\$ 256.55	\$ 12,784.45
John Deere	2020A ProGator	<600	1	\$ 30,848.00	\$ 606.87	\$ 30,241.13
John Deere	HD200 Sprayer	<600	1	\$ 21,012.00	\$ 413.37	\$ 20,598.63
John Deere	7700A Fairway Mower	<600	2	\$ 70,952.50	\$ 2,791.67	\$ 139,113.33
Toro	Sandpro	<600	1	\$ 7,500.00	\$ 147.54	\$ 7,352.46
Totals:						\$ 449,435.00

Pre Tax Payment	Stream Tax
\$ 2,213.30	\$ 154.93
\$ 1,141.53	\$ 79.91
\$ 800.94	\$ 56.07
\$ 195.90	\$ 13.71
\$ 463.38	\$ 32.44
\$ 315.63	\$ 22.09
\$ 2,270.48	\$ 158.93
\$ 118.33	\$ 8.28
\$ 7,519.49	\$ 526.36
Lease Payment	\$ 8,045.85

Please Contact:

Brock Iverson at Wells Fargo Equipment Finance, Golf and Turf Division with any questions. Email: Brock.A.Iverson@WellsFargo.com, Phone: 515-557-4176 (work) / 515-361-0357 (cell)

- Equipment could be subject to hour limits
- Pricing assumes full package delivery and financing from Wells Fargo Equipment Finance
- Applicable taxes to be added to the quoted amounts
- Quote expires: **9/15/2021**
- Call for other quotes

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SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:

**Town of Black Mountain
Mr. Jerry Brigman**



Quoted From:

**Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208**

Account Executive: Bill Morton

864-361-0214

Qty	Model	Description	Unit Price	Extended
2	03607	Reelmaster 5510-D	\$64,335.92	\$128,671.84
10	03643	7-Inch, 11 Blade (RR) Radial Reel Edgeseries		
2	03405	7-inch Weight for CUs with No Attachments (Kit of 5)		
2	03655	Cross Trax All-wheel drive kit		
2	03667	Seat Suspension, Air Ride		
2	CTFC-17	Cooltop Fan & Canopy	\$933.00	\$1,866.00
		60 Month True Lease Payment including sales tax		\$2,052.35
3	04358	Greensmaster 3150-Q	\$37,444.55	\$112,333.66
3	138-4976	Pull Link Kit (Set Of 3)		
9	04802	Twin Tip Groomer Blade Assembly (21 Inch)		
9	04255	Narrow Wiehle Roller (One roller)		
3	04554	Light Kit - LED		
9	04654	11 Blade Cutting Unit		
9	04648	Universal Groomer Drive		
		60 Month True :Lease Payment including sales tax		\$1,766.14
1	30885	Groundsmaster 4500	\$81,324.87	\$81,324.87
1	31529	4WD Flow Divider Kit		
		60 Month True :Lease Payment including sales tax		\$1,278.61
1	07235	Workman MDX	\$9,494.83	\$9,494.83
		60 Month True :Lease Payment including sales tax		\$149.28
1	07383	Workman HDX) without bed, wide tires	\$20,078.95	\$20,078.95
		60 Month True :Lease Payment including sales tax		\$315.69
1	41240	Multi Pro WM Sprayer Accessory	\$21,801.88	\$21,801.88
22	120-8570	Cap and Gasket for AI Turbo TwinJet		
11	121-5062	Cap and Gasket for AI Turbo TwinJet		
1	41241	Clean Rinse Kit (New Clean Rinse Kit for Mutli Pro WM)		
1	41245	Electric Hose Reel Kit (KZ Valve)		
1	41249	Foam Marker Kit		
1	127-9719	Fan Kit (Required for sprayer operation)		

11	120-0708	Red 0.40 gpm nozzle @ 40 PSI		
11	120-0710	Gray 0.60 gpm nozzle @ 40 PSI		
11	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI		
1	131-3302	Finish Kit - Manual Transmission		
1	07378	4 Post ROPS Kit		
1	07419	Rear PTO Kit		
1	07408	Hand Throttle Kit		
1	136-0459	Finish Kit, Multi Pro WM		
60 Month True :Lease Payment including sales tax				\$342.89
1	30807	Groundsmaster 3500-D	\$32,272.36	\$32,272.36
1	30629	Deluxe Suspension Seat Kit		
1	31696	LED Light Kit		
60 Month True :Lease Payment including sales tax				\$507.40
1	08703	Re-lease Sand Pro 3040 on existing lease	\$7,500.00	\$7,500.00
60 Month True :Lease Payment including sales tax				\$117.92
<u>Optional TPP Payment amount separate from equipment</u>				
2	CM535-03607	TPP 60 Months 3500 Hours Comprehensive	\$5,407.74	\$5,407.74
3	CM535-04358	TPP 60 Months 3500 Hours Comprehensive	\$4,328.13	\$4,328.13
1	CM535-30885	TPP 60 Months 3500 Hours Comprehensive	\$4,040.79	\$4,040.79
1	CM535-07235	TPP 60 Months 3500 Hours Comprehensive	\$587.65	\$587.65
1	CM535-07383	TPP 60 Months 3500 Hours Comprehensive	\$1,313.07	\$1,313.07
1	CM535-41240	TPP 60 Months 3500 Hours Comprehensive	\$836.82	\$836.82
1	CM535-30807	TPP 60 Months 3500 Hours Comprehensive	\$2,002.38	\$2,002.38
60 Month True :Lease Payment including sales tax				\$291.23
New Toro			\$405,978.39	
Allied(Cooltops)			\$1,866.00	
Release SP 3040			\$7,500.00	
Toro Protection Plus (Covers Equipment for 5 year lease period.)			\$18,516.58	
Total Equipment and Toro Protection Plus			\$433,860.97	
				w/sales tax
60 Month FMV Payment Equipment			\$6,821.29	\$7,298.78
(Interest rate is 4.35%).				

\$250 doc fee and first payment due with signed contracts

Based on current interest rates which are subject to change for equipment not

Payment Terms:	Net 10th Prox (Upon Credit Approval)	Sub Total
Due To Market Volatility, Above Prices And Payment Terms Are Subject To Change At Any Time. STI Will Provide As Much Notice As Possible As Changes Occur.		Est. Sales Tax
		Total
Quote Prepared By:	Bill Morton	Date: 9/27/2021
Quote Accepted By:		Date:



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: October 11th, 2021

SUBJECT: Investment Policy

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8D
Department: Finance
Contact: Tammy Holland, Finance Director
Presenter: Tammy Holland, Finance Director

BRIEF SUMMARY:

Investment Policy to provide guidance within which Town funds should be managed to provide for secure, efficient, and professional investments in order to achieve primary objectives while in conformance with federal, state, and other legal requirements, including North Carolina General Statute ("NCGS") 159-30

Budget Impact:
none

MOTION FOR CONSIDERATION: To approve or deny investment policy

ATTACHMENTS: Investment Policy

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



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

SCOPE

This policy applies to all financial assets of Town of Black Mountain except authorized petty cash accounts. To provide guidance for the investment of all Town funds in conformance with federal, state, and other legal requirements, including North Carolina General Statute ("NCGS") 159-30. Proceeds of debt issuance shall be invested in accordance with the Town's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond documents. Except for cash in certain restricted and special funds, the Town will consolidate cash and reserve balances from all funds to optimize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles as required by N.C.G.S. 159-30(e). These funds are accounted for in the Town's Comprehensive Annual Financial Report. Each fund's portion of total cash and investments is summarized by fund type in the combined balance sheet as equity or deficit in pooled cash and investments. This policy applies to all transactions involving the financial assets and related activity of all the various funds accounted for in the Town's Comprehensive Annual Financial Report.

OBJECTIVES

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Town will diversify its investments by investing funds among a variety of securities with independent returns.

- A. Credit Risk – The Town will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by:
 - a. Limiting investments to the types listed in Suitable and Authorized Investments section of this Investment Policy.
 - b. Limiting investments to the safest types of securities as directed by N.C.G.S. 159-30,
 - c. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Town will do business in accordance with Authorized Financial Dealer and



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

Institution section of this investment policy.

- d. Diversifying the investment portfolio so that the impact of potential losses from any one type of investment or from any one individual issuer will be minimized, where appropriate.
- B. Interest Rate Risk- the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The Town will minimize this risk by:
 - a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations. This is to avoid the need to sell securities on the open market prior to maturity.
 - b. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (**static liquidity**). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (**dynamic liquidity**). A portion of the portfolio may also be placed in money market mutual funds of local government investment pools that will offer same-day liquidity for short-term funds.

3. Yield-Return on Investments

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- a. A security with declining credit may be sold early to minimize



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

loss of principal,

- b. A security swap would improve the equality, yield, or target duration in the portfolio, or
- c. Liquidity needs of the portfolio require that the security be sold

STANDARDS OF CARE

1. Prudence

- a. The standard of prudence to be used by investment officials shall be the "prudent person rule" standard and shall be applied in the context of managing an overall portfolio.
- b. Prudent Person Rule- Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- c. Investment officials, acting in accordance with NCGS and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Employees and investment officials involved in the investment process shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

3. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director by North Carolina General Statute 159-30(a). Responsibility for the operation of



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

the investment program is granted to the Finance Director.

Responsibility for the operation of the investment program is hereby delegated to the Finance Director, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Procedures shall include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The Town may engage the support services of advisors, consultants and professionals in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources. Investment Advisors shall be registered with the Securities Exchange Commission under the Investment Advisors Act of 1940. Advisors shall be subject to the provisions of this Policy, and shall not, under any circumstances, take custody of any Town funds or securities.

SAFEKEEPING AND CUSTODY

1. Authorized Financial Dealer and Institution

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by creditworthiness (minimum capital requirement \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification or Proof of National Association of Securities Dealers (NASD) certification



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

- Proof of state registration
- Completed broker/dealer questionnaire (Exhibit A)
- Certification of having read North Carolina General Statute 159-30(c) and the Town's Investment Policy.

An annual review of the financial condition and registration of qualified financial institution and broker/dealers will be conducted by the Finance Director.

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as the paper meets the criteria outlined in section titled "Suitable and Authorized Investments."

2. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgements by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.** Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- Separation of transaction authority from accounting and record keeping.** By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- Custodial safekeeping.** Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- Avoidance of physical delivery securities.** Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

delivered securities.

- e. **Clear delegation of authority to subordinate staff members.** Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- f. **Written confirmation of telephone transactions for investments and wire transfers.** Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- g. **Development of a wire transfer agreement with the lead bank or third party custodian.** This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

3. Delivery vs. Payment

All trades where applicable will be executed by Delivery vs. Payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

SUITABLE AND AUTHORIZED INVESTMENTS

1. Investment Types

Except as specifically defined in this Policy, all investments of the Town shall be made in accordance with applicable laws contained in North Carolina General Statute 159-30(c). Any revisions or extensions of this section will be assumed to be part of this Investment Policy immediately upon the effective date thereof.

Only the following investments will be permitted by this policy:

- a. Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States (**Treasury Bills, Notes, and Bonds**).
 - Maturities shall not exceed five years from the date of trade settlement.
 - There are no limits on the dollar amount or percentage that the Town may invest in obligations fully guaranteed by the United States.



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

- b. Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service **(Agencies)**.
- Maturities shall not exceed five years from the date of trade settlement.
 - There are no limits on the dollar amount or percentage that the Town may invest in the aforementioned federal agency and instrumentality securities.
 - No more than 35% of the total portfolio may be invested in any single Agency/instrumentality issuer listed above.
- c. Obligations of the State of North Carolina **(NC State Bonds)**
- Maturities shall not exceed five years from the date of trade settlement.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least two nationally recognized statistical rating organizations ("NRSROs") at the time of purchase.
 - The combined total investment in Obligations of the State of North Carolina and Obligations of any North Carolina local government or public authority may not exceed 30% of the total portfolio.
 - No more than 5% of the total portfolio may be invested in the securities of any single issuer.
- d. Bonds and notes of any North Carolina local government or public authority, subject to such restrictions as the Secretary of the Local Government Commission may impose **(NC Municipal Bonds)**.
- Maturities shall not exceed five years from the date of trade settlement.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least two nationally recognized statistical rating organizations ("NRSROs") at the time of purchase.
 - The combined total investment in Obligations of the State of North



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

Carolina and Obligations of any North Carolina local government or public authority may not exceed 30% of the total portfolio.

- No more than 5% of the total portfolio may be invested in the securities of any single issuer.
- e. Deposits at interest or savings certificates of deposit with any bank, savings and loan association or trust company in North Carolina, organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided such deposits or certificates of deposit are fully collateralized (**Certificate of Deposit**).
 - Maturities shall not exceed five years from the date of trade settlement.
 - No more than 30% of the total portfolio may be invested in certificates of deposit.
 - No more than 10% of the total portfolio may be invested in any one issuer.
- f. Prime quality commercial paper bearing the highest rating at the time of purchase of at least one nationally recognized rating service and not bearing a rating below the highest (A1, P1, F1) by any nationally recognized rating service which rates the particular obligation (**Commercial Paper**).
 - The combined total investment in commercial paper and bankers' acceptances may not exceed twenty-five (25%) of the total portfolio.
 - No more than 5% of the total portfolio may be invested in the securities of any single issuer.
- g. Banker's Acceptances provided the accepting bank or its holding company is either (1) incorporated in the State of North Carolina or (2) has outstanding publicly held obligations bearing the highest rating at the time of purchase of at least one nationally recognized rating service and not bearing a rating below the highest (Aaa or AAA) by any nationally recognized rating service which rates the particular obligations (**Bankers Acceptances**).
 - The combined total investment in commercial paper and bankers' acceptances may not exceed twenty-five (25%) of the total portfolio.
 - No more than 5% of the total portfolio may be invested in the securities of any single issuer.



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

- h. Participating shares in a mutual fund for local government investment (such as the **N.C. Capital Management Trust**) which is certified by the N.C. Local Government Commission; a commingled investment pool established and administered by the State Treasurer pursuant to G.S. 147-69.3; a commingled investment pool established by interlocal agreement by two or more units of local government pursuant to G.S. 160-A-460 through G.S. 160A-464, if the investment of the pool are limited to those qualifying for investment under G.S. 159-30(c). There are no limits on the dollar amount or percentage that the Town may invest in funds or pools for local government investment as described in this section.
- i. Repurchase agreements with terms pursuant to G.S. 159-30(c), collateralized with direct obligations of the United States and maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the Agency may invest, provided that **(Treasury Strips)**:
 - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
 - Repurchase Agreements are subject to a Master Repurchase Agreement between the Agency and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
 - The maximum maturity does not exceed one (1) year.

Prohibited Investment Vehicles and Practices

State law notwithstanding, any investments not specifically authorized pursuant to this approved Investment Policy are prohibited, including but not limited to:

- Futures and options
- Investment in inverse floaters, range notes, or mortgage derived interest-only strips
- Investment in any security that could result in a zero interest accrual if held to maturity
- Trading securities for the sole purpose of speculating on the future direction of interest rates



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

- Purchasing or selling securities on margin
- The purchase of foreign currency denominated securities

RISK MANAGEMENT AND DIVERSIFICATION

1. Diversification

The investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities)
- Limiting investment in securities that have higher credit risks
- Investing in securities with varying maturities
- Continuously investing a portion of the portfolio in readily available funds such as the North Carolina Cash Management Trust Fund (NCCMT), which is a money market mutual fund, to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The Town will not invest in securities maturing more than 5 years from date of trade settlement, unless the Town Council has by resolution granted authority to make such an investment.

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The Town will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Suitable and Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be invested in securities of any single issuer of North Carolina State and municipal bonds, prime commercial paper, or bankers' acceptances, as further described in the "Suitable and Authorized Investments" section of this policy.



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

- The Town may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or the Town's risk preferences.
- If securities owned by the Town are downgraded by a nationally recognized statistical ratings organization (NRSRO) to a level below the quality required by this Investment Policy, it will be the Town's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
- If a security is downgraded, the Finance Director will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the Town Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The Town recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The Town will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The Town further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The Town, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The Town shall maintain at least 10% of its total portfolio in instruments maturing in 90 days or less to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy.



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

REPORTING

1. Methods

The Finance Director shall prepare an investment report at least annually, including a management summary that provides a clear picture of the status of the current investment portfolio. This management summary will be prepared in a manner which will disclose whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the Town Manager and the Town Council. The report will include the following at a minimum:

- a. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date, and interest rate.
- b. A description of the funds, investments and programs managed by contracted parties (i.e. local government investment pools)
- c. Percentage of the portfolio represented by each investment category

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall obtain a market average rate of return throughout budgetary and economic cycles, taking into account the Town's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Finance Director shall monitor and evaluate the portfolio's performance based on appropriate benchmarks and compare portfolio performance on a regular basis. The Finance Director shall select an appropriate, readily available index to use as a market benchmark.

POLICY

1. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. Amendment

This policy shall be reviewed on an annual basis. Any changes must be approved by the Town Manager and the Town Board as well as the individual(s) charged with maintaining internal controls.



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

Glossary of Investment Terms

AGENCIES. Shorthand market terminology for any obligation issued by a government-sponsored entity (GSE), or a federally related institution. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government.

Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

ASKED. The price at which a seller offers to sell a security.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since securities are issued, the issuer will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private Placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has



TOWN OF BLACK MOUNTAIN, NC INVESTMENT POLICY

been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools such N.C. Capital Management Trust certified by the NC Local Government Commission, a commingled investment pool established and administered by the State Treasurer pursuant to G.S. 147-69.3; a commingled investment pool established by interlocal agreement by two or more units of local government. These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."



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MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed



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branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries.

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no



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credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: October 11, 2021

SUBJECT: Amended Contract for EB-5547B “The Oaks Connector”

AGENDA INFORMATION

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

BRIEF SUMMARY: This is a revised contract with Michael Baker International for engineering services for The Oaks Connector. This section is unchanged in service but separated because it is nearing 60% completion. Approximately \$90,000 from the previous contract is represented in the work to date for this section. A balance of \$255,875.29 is required to complete PE for this section.

MOTION FOR CONSIDERATION: To approve the contract as presented.

FUNDING SOURCE: NCDOT 80% Local Match 20%

ATTACHMENTS: Standard Client Agreement, Scope of Services

MANAGER’S COMMENTS AND RECOMMENDATIONS: To adopt the draft ordinance as presented.

Amendment No. 1 to Client Agreement

THIS AMENDMENT No. 1 ("Amendment") is made and entered into this _____ day of September 2021, by and between Michael Baker Engineering, Inc. (hereinafter "**MICHAEL BAKER**") with offices at 797 Haywood Road, Suite 201 Asheville, NC 28806 and Town of Black Mountain, NC, a municipal government (hereinafter, "**CLIENT**"). Michael Baker and Client may be individually referred to as a "Party" and collectively referred to as the "Parties" herein.

WHEREAS, the Parties entered into a Client Agreement dated January 14, 2019 (the "**Agreement**"), pursuant to which Agreement Michael Baker is performing engineering and technical services for Client described in the Scope of Work set forth in Exhibit "A" to the Agreement, and which services are in connection with the project referred to as RIVERWALK GREENWAY PHASE III - NCTIP #EB-5547 (the "**Project**");

WHEREAS, subsequent to the execution of the Agreement, the CLIENT would like to modify the Scope of Work; and

WHEREAS, it is the intention of the Parties to amend certain provisions and the Scope of Work for the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree that the Agreement is hereby amended as follows:

1. **RECITALS.** The above noted recitals are true and correct and are hereby incorporated into this Amendment by reference.
2. **SCOPE OF WORK.** The Scope of "Work" as defined in paragraph 1 of the Agreement and as set forth in Exhibit "A" to the Agreement is hereby revised and replaced with the attached Exhibit "1" hereto. It is agreed that Michael Baker shall perform such engineering and technical services as are described in the attached Exhibit "1", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "**Work**"). As referenced in the attached Exhibit "1", the name of the Project is hereby revised to the following: "OAKS CONNECTOR - NCTIP #EB-5547-B".
3. **COMPENSATION.** It is agreed that CLIENT shall compensate MICHAEL BAKER for the revised Work described in Exhibit "1" in the amount of \$255,875.29. It is further agreed that the attached Exhibit "2" hereby revises and replaces Exhibit "B" to the Agreement. All other billing, compensation, and payment terms shall remain the same.
4. **CONFLICTS.** Except as modified by this Amendment, the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. In the event of any conflict between

the terms and conditions of this Amendment or in the Agreement, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment No.1 to the Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

Michael Baker Engineering, Inc.

Name: _____

Title: _____

WITNESS:

Town of Black Mountain, NC

Name: _____

Title: _____

EXHIBIT 1
AMENDED TASK
ORDER 1

FOR
CONSULTANT ENGINEERING SERVICES

OAKS CONNECTOR
NCTIP #EB-5547-B

Submitted to:

Town of Black Mountain, NC

BY:

Michael Baker
Engineering, Inc.

797 Haywood Rd
Asheville NC
28806

09/08/21

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Project Background

The Riverwalk Greenway was identified in the 2002 Greenway Master Plan as the "PARK CONNECTOR". Since 2002, iterations of this corridor have been identified in several studies, including the Buncombe County Master Plan (2012), US 70/Swannanoa River Greenway Feasibility Study (2010), the Black Mountain Comprehensive Plan (2014), and most recently, Black Mountain Bike Plan (2016) in which the Riverwalk Greenway consistently ranked as the highest priority of all other potential projects identified.

Preliminary engineering and submittal to a 30% level for the overall project has been completed. After the 30% submittal, subsequent flood modeling was conducted, and it was determined that one occurrence (proposed bridge) located within the northern section of the project was not able to pass the required NCDOT H&H criteria.

To advance construction, the overall Riverwalk Greenway has been bifurcated into two primary sections referred to as 'A' (North), and 'B' (South, a.k.a. the "Oaks Connector"). Since alternatives for the northern 'A' section have yet to be defined, section 'B' will continue through Preliminary Engineering through to final construction documents. **The Oaks Connector is anticipated to remain within Town owned right of way.**

Project Description

Michael Baker Engineering, Inc. will be providing preliminary engineering services used to guide the construction of the Oaks Connector segment of the Riverwalk Greenway.

Preliminary Engineering services involve design of the Oaks Connector which will include on-road bicycle treatments to Terry Estates Drive, a combination of on-road bicycle treatments, sidewalk improvements to accommodate ADA compliance, and a sidewalk extension for Vance Avenue (from the Terry Estates Drive intersection), and a Shared Use Path (SUP) section along the second half of Vance Avenue to connect to the existing Oaks Trail. Intersection improvement designs will include Terry estates Drive and Vance Avenue, a crossing of Vance near the Montreat College sports field access, and a crossing of Vance at the existing bulb (to connect to the Oaks Trail). The length of the project will total approximately 0.7 miles.

Goal of the Oaks Connector

The Goal of the Oaks Connector is to finalize design plans, gain regulatory approvals, and gain rights of ways/easements (if necessary) so that the project will be ready to advertise for construction services.

Prior to advertisement, three additional submittals for review and approval, eventually yielding finalization of design plans for the greenway corridor will be required.

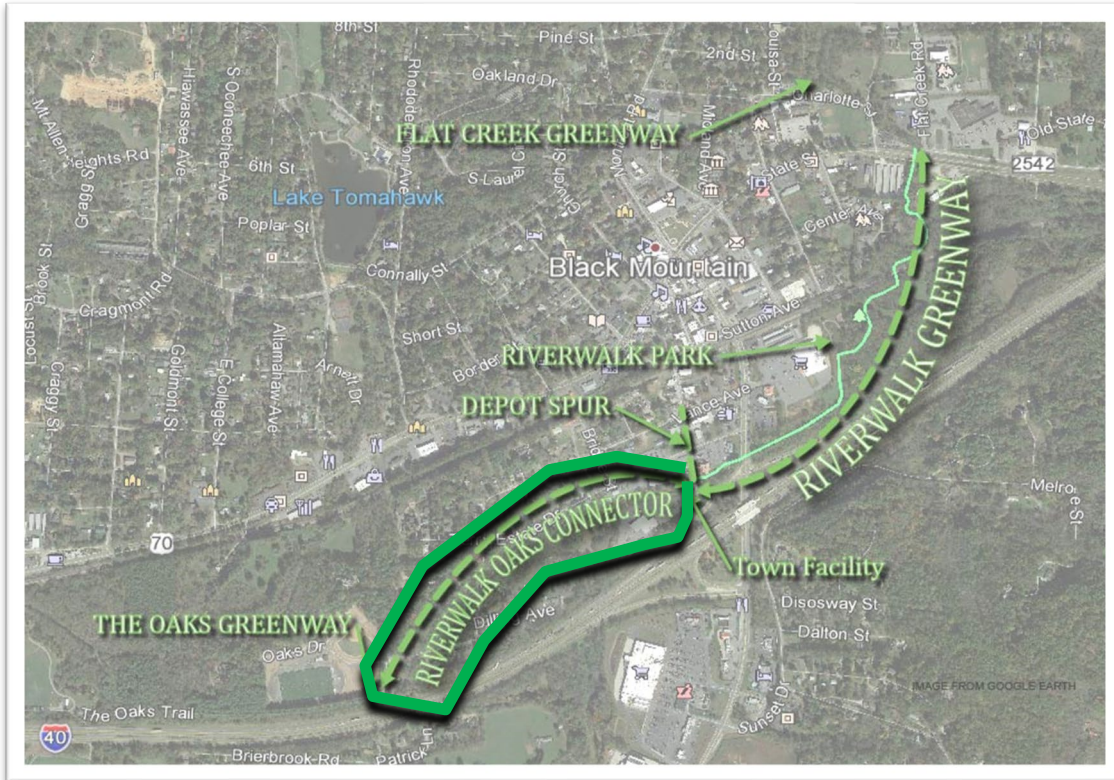
These submittals will be submitted and reviewed by NCDOT at 60% (Right of Way), 90%, and 100% levels.

In general, milestones of are:

- Complete 60% plans for submittal and review
- Gain right of way appraisals (if applicable)
- Coordinate and attend public meetings (as required)
- Complete 90% plans for submittal and review

- Complete 100% Construction Plans
- Gain necessary permitting approvals

Michael Baker Engineering Inc. (Consultant) will either self-perform or utilize sub-Consultant teaming partners for tasks (I – VII).



Approximate Phase III Timeline

A detailed timeline with input from Client will be developed upon Notice to Proceed (NTP).

Contract Approval and Execution (NTP):	November 2021
Begin Project:	November 2021
Duration of Project	18 months (January 2023)

Detailed Scope of Services

The scope below describes services anticipated to provide complete preliminary engineering services for the Oaks Connector section of the Black Mountain Riverwalk project. Tasks are not necessarily listed in order.

I. PLANNING

1.0 Project Startup

Upon receipt of a Notice to Proceed, the Consultant will prepare a work plan outlining a project management plan, milestones, and project schedule. Progress report and invoice formats will be created during this task. The startup will also involve a client kickoff meeting to establish timelines, critical milestones, and review responsibilities.

2.0 Agency Coordination

The Consultant will engage with NCDOT. A meeting will be held with regulatory agency representatives including, but not limited to, North Carolina Department of Environmental Quality (DEQ), NCDOT division 13 representative, and the Town of Black Mountain to verify necessary process and permits that will be required for construction.

3.0 Public Involvement

3.1 Small Group Meeting

The Consultant will assist NCDOT with one (1) Small Group meeting, to be held in Black Mountain with Town of Black Mountain Staff, and NCDOT Divisional Staff.

Specific Activities include the following:

- Review existing information and submittals;
- Review conditions of the funding source, and LAPP;
- Discuss project phasing and financing;
- Establish a schedule for submittals;
- A summary of the meeting will be developed.

3.2 Public Meetings/ Local Officials Informational Meetings

The Consultant will hold a pre-public meeting with the client to review public meeting maps and preparations and one post-public meeting with the client to address public comments. This includes time for scheduling, preparing an agenda, attendance, and preparing minutes.

The Consultant will conduct one (1) open house style public meeting to provide information and solicit comments. The Consultant will also conduct a local officials informational meeting following the public meeting. Approximately 100 handouts are assumed to be printed, in addition to wall-mounted aerials, and graphics of the project area that enable stakeholders to identify areas of concern. The Consultant will prepare a summary to record overall comments, issues, concerns, and questions collected during the meeting. Staffing of the meeting will include two

(2) Consultant Planning Staff. The Consultant will develop one (1) draft project newsletter, process client comments, and then develop one (1) final newsletter for the project. The Consultant will generate and provide a digital copy of the newsletter to the Town, who will be responsible for distribution.

4.0 Client Coordination Meetings and Administration

This task order assumes that the above tasks will be completed within an eighteen (18) month timeframe after receipt of the Notice to Proceed (NTP) (August 2021 – November 2022). With respect to this timeframe, the Consultant assumes the following:

- *Project Progress Meetings-*
 - The Project Manager will meet with the Town project staff in proximity to the project every other month for the 18-month project schedule (for a maximum of 9 meetings) to discuss project progress and to make project decisions. These meetings will last a maximum of 1.5 hours each.
 - For each Project Progress Meeting, Michael Baker will produce an agenda ahead of time, lead the meeting, take meeting notes, and produce and distribute meeting summaries electronically to Town Project Manager and other attendees, as needed.
- *Telephone and e-mail coordination* with the Client's project manager, and;
- *Monthly progress reports* to the Client.

Assumptions:

- Coordination meetings will include the development of one meeting summary per meeting that will encapsulate the meeting into bullet points and record designated responsibilities for parties at the meeting.
- The Consultant's Project Manager will be at the meeting with no other Consultant personnel proposed.
- Telephone and e-mail time are assumed to be cumulative 0.5 days per month.

Michael Baker will maintain a media file for the project during the 18-month project schedule, making copies available to the Town if requested.

5.0 Categorical Exclusion Document Update

A Categorical Exclusion document was provided with Task 1. This document will be revised (or appended) to reflect the bifurcated project. It is anticipated that although the newly defined end point of the project is not be included in the design reflected in this task, coordination of the new end point will be included in finalization of the revised Categorical Exclusion Document.

II. Landowner Outreach (PDEA-HES-Public Involvement)

During 60% design efforts, the Consultant will coordinate with the Right of way Specialist to review documentation, offer guidance, and to convey landowner considerations prior to right of way negotiations. See Task IV.

III. Greenway Corridor (Bike and Ped)

The alignment for the Riverwalk Greenway from US Highway 70 to the Oaks Trail was defined during the 30% level of the project. A segment of the Riverwalk Greenway (referred to as the “Riverwalk Oaks Connector”) will be designed to connect from the Black Mountain Avenue to The Oaks Greenway. Remaining plans will be generated for levels of required NCDOT review including: 60%, and 90% submittals, followed by final 100% (signed and sealed) plan submittals. Refinements will be made for each subsequent submittal related to factors including, but not exclusive of, alignments, right of ways, and utilities.

All designs will be in accordance with the current NCDOT, AASHTO, and MUTCD guidelines and standards, as well as per applicable accessibility standards.

60% submittal inclusions:

Submittal will consist of refining the 30% design for this portion of the Riverwalk Greenway. The Consultant will submit PDFs of the submittal package and one (1) half size hard copy set of the plans.

Refinement of 30% plans including:

- *Title Sheet*
- *Horizontal plan sheets*-Plans will be provided reflecting locations of greenway alignment, railings, retaining walls, grading limits, existing right-of-way and property lines, proposed right-of-way (including proposed easements), curve data, limits of construction, and reference data for both traverse and construction control points. Stationing will be referenced on alignment plans indicating locations cross sections, and profile views. Location of possible off-road amenities as required for the project, i.e. landscaping, streetscaping, multi-use paths, pedestrian lighting, decorative crosswalks, etc. will be identified.
- *Profile Sheets with Vertical Design for SUP Alignments* –Profiles of the proposed SUP indicating Vertical curve data, existing ground, and proposed centerline alignment.
- *Typical cross sections*- These will include: Preliminary cross sections which will be shown for all proposed construction provided per 100’ along the SUP portions of the project reflecting greenway corridor to reference elements such as paved section, shoulders, ditches, cut and fill slope treatments. Station labels will be provided below the cross-section templates. Cross sections will contain grid lines at (5 or 10) foot intervals.
- *Critical location cross sections*-for select critical locations along the corridor that may fall between the 100’ marks such as special conditions or intersections. Cross sections will reflect critical elements such as: SUP, super-elevations, proposed grade, existing ground, approximate existing utilities reflecting elevations (if provided in field survey), and existing and proposed structures.
- *Corridor modeling reflecting limits of disturbance (slope staking)*
- *Draft Planting Plan*
- *Preliminary earthwork calculations*
- *Preliminary Right of Way and Easements*
- *Vertical clearance calculations (if applicable)*
- *A Preliminary Construction Phasing Concept in a Narrative format*

- *A Project Coordination Checklist (if applicable)*
- *A Review List for Preliminary Plans*
- *The Phase Submittal Form*
- *Cost Estimate*
- *Signage locations*
- Representative details related to typical greenway construction such as: paving sections, fencing, signage, vehicle exclusion devices, etc.
- *Right of Way Plan Distribution Submittal* – The Consultant will submit PDFs and one hard copy set of the plans with cross sections and will provide all electronic files needed to review and reproduce a hard copy set of plans and the associated engineer's estimate. The Consultant will submit a right of way estimate which reflects the revisions noted from the 25% review submittal. The Consultant will not begin the Final Plan Design Phase until authorized.
- *Right of Way Revision and Design Revision Submittals (As needed)* - The Consultant will submit PDFs of the plans and will provide all electronic files needed to review and reproduce a hard copy set of plans. The Consultant will submit the necessary Right of Way Revisions in accordance with the requested letter and submit revised Plan Sheet(s) to the State within 14 calendar days. The Consultant will make plan revisions including revisions to the proposed right of-way and/or easements, owners' names, etc. as requested. When revisions are made to the Right-of-Way plans, the Consultant will place a descriptive revision note in the revisions block of the sheet that will be formatted per the following example: ROW REV. - February 14, 2015 - Revised the TCE along Parcel 5. (Initials of Engineer). These notes will remain on all subsequent plans until the 100% Plan Submittal.

Graphics- visual simulations and renderings of the project including products such as:

- one (1) photo mockup,
- one (1) revised master plan graphic (focus on Oaks Connector),
- revised cross sections of applicable typologies.

90% submittal inclusions: The Consultant will submit PDFs of the submittal package and one (1) half size hard copy set of the plans.

The 90% submittal package to include the following:

- *All items listed for previous submittals*
- *Summary of Drainage Items*
- *Summary of Pavement Removal*
- *Earthwork Summary Sheet*
- *Special Detail Request*
- *Parcel Index Summary, if more than two plan sheets.*
- *Written Documentation Outlining the Comments Made and a Detailed Explanation on How Comments were Addressed.*
- *A Project Coordination Checklist (if Applicable)*
- *A Review List for Final Plans*
- *The Phase Submittal Form*
- *Draft specification package*
- *Cost Estimate*
- *Refined earthwork calculations*

- *Revised signage locations*
- *Revised Planting Plan*
- *Revised representative details related to typical SUP construction such as: fencing, furnishings, signage, vehicle exclusion devices, etc.*

100% Final Plans (signed and sealed): Final Plan Production will consist of addressing any comments provided from the 90% review, and packaging of the plans as a final sealed set. The Consultant will submit PDFs of the submittal package, one full size hard copy set of the plans, and will provide electronic files needed to review and reproduce a hard copy set of plans and the associated engineer's estimate. The Consultant will prepare Final Sealed Plans addressing the comments from Plan Checking and provide them to the Town within 6 calendar days from receiving the comments from Plan Checking. The Consultant will also provide a written response to each comment from Plan Checking describing how the plans were revised. If the sealed, signed and dated PDFs cannot be submitted before returning them to Plan Checking, the Consultant will coordinate delivery with the Town and NCDOT.

The Consultant shall prepare 100% Plans to include the following:

- *All items listed for previous submittals*
- *Quantity Calculations and Estimate*
- *List of General Notes, List of Standard Details and Index of Sheets* – These will be submitted as 8.5" by 11" Word™ or Excel™ documents and will be transferred to the 1-A Sheet only after review by Contracts and Proposals with any necessary revisions incorporated.
- *List of Special Provisions*
- *Cost Based Estimate Quantity Breakdown*
- *Determination of Lump Sum Grading Warrants*
- *Written Documentation Outlining the Comments Made and a Detailed Explanation on How Comments were Addressed.*
- *A Project Coordination Verification Checklist (if Applicable)*
- *A Review List for Final Plans*
- *The Phase Submittal Form*
- *Quantity Computations* – These will be completed on the State's standard *Calculation of Quantity* forms as found on the NCDOT Contracts Resources website
- *Plan reflecting limits of disturbance*
- *Cost Estimate*
- *Final earthwork calculations*
- *Final signage locations*
- *Final Planting Plan*
- *Final details related to typical SUP construction such as: fencing, furnishings, signage, vehicle exclusion devices, etc.*

IV. Right of Way

***It is assumed that Oaks Connector will be located within Town right of way. If parcels or appraisals are needed, they will be invoiced at the per parcel prices.**

The Consultant's right of way Sub-Consultant will provide an estimate of value for each parcel at the direction of the Town. It is our recommendation that all settlements be attempted with a Right of Way Claim Report if the estimated Value is under \$10,000. Should settlement not be reached using a Right of Way Claim Report the Town would then obtain an appraisal.

Appraisal Formats

1. Sub-Consultant, using current market data, will provide a spreadsheet showing approximate per square foot values for each parcel on the project. This approach would be the equivalent of an NCDOT Right of Way Claim Report.
 2. Sub-Consultant will provide a Right of Way Transmittal Summary on any parcel as directed by the Town.
 3. Sub-Consultant will provide a Full Narrative Appraisal on any parcels as directed by the Town.
- Using the approved appraised value Sub-Consultant will negotiate and secure a signed easement agreement on all parcels and hand deliver the original to the Town.
 - A minimum of 3 attempts to settle with each property owners will be made.
 - In the event a property owner refuses to settle or negotiations reach an impasse, Sub-Consultant will deliver to the Town a written recommendation to acquire the property through condemnation along with a detailed negotiation diary and all other information regarding the attempted settlement.
 - Sub-Consultant will be available to the Town for any questions, meetings, or public involvement throughout the life of this project.
 - Sub-Consultant will perform all work in accordance with LAPP regulations and 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

V. Traffic Engineering Plans

It is anticipated that minimal traffic control plans will be needed as the project corridor consists of low volume, Town owned roads.

The Consultant will develop traffic engineering plans consisting of a Transportation Management Plan (MOT), Proposed Signing Plan and a Proposed Pavement Marking plan for the section of the greenway on Terry Estate Dr. between Black Mountain Ave. and Vance Ave.

The plans will address bicycle signing and pavement marking. All other greenway locations are not considered part of this scope of work.

The Traffic plans will be developed using NCDOT accepted methods, guidelines, and standards.

The Traffic Engineering Plans will be submitted as follows:

Two (2) review submittals at 60% and 90% submittals
 One (1) final sealed plan submittal

Exclusions:

- o Traffic counts and Traffic analysis
- o Traffic signal design
- o User costs analysis

VI. Hydraulics

Impacts to regulated waterways are not anticipated as part of the Oaks Connector Project.

Task 1: Stormwater Management Plan

The CONSULTANT will perform a hydraulic field reconnaissance and photo document the site. The CONSULTANT will identify off-site drainage impacting the project, review existing drainage structures, identify potential for debris, and generally become acquainted with conditions and constraints at the site. All hydraulic design and documents will be in compliance with NCDOT's Guidelines for Drainage Studies and Hydraulic Design, November 21, 2016 edition. The CONSULTANT will calculate flows to existing drainage structures and culverts and determine the impact of proposed construction. Drainage design will also involve curbing design for locations where added. Drainage design will be performed for 60% plans, and final plans.

Task 2: Prepare Permit Drawings

Sediment and Erosion Control design will be in accordance with North Carolina Sedimentation Control Law. The CONSULTANT will prepare drainage and erosion control designs and plans utilizing Best Management Practices selected and designed per NCDOT Erosion and Sediment Control Field Guide, Special Provisions and Standard Details. The CONSULTANT will prepare NCDEQ – Land Quality and subsequent NPDES permits for the project site and disturbed areas. The CONSULTANT will coordinate with NCDEQ and make any necessary revisions based on the permit reviewers Comments.

VII. Utility Coordination

General Requirements

The Utility Coordinator will assist the Utility Owners in identifying conflicts and developing relocation plans that meet NCDOT requirements.

The Utility Coordinator will coordinate proactively with the SUP project designers (Roadway, Structures, Hydraulics, Traffic, etc.) to avoid or reduce utility conflicts.

TASKS

Kick-Off Meeting

- Schedule and conduct a follow-up meeting with Utility Owners.
 - o Discuss utility conflicts, PUE needs, relocation time frames, cost responsibilities, and relocation packages.
 - o Provide minutes of the meeting.

- Provide electronic files (.dsn and .pdf) and paper copies of the highway project plans to the utility companies.
- Identify SUE needs to the Project Manager.
- Coordinate possible conflict resolution with the Design Team.
- Utility relocations should be designed and performed by the Utility Owner's staff or by Utility Owner contracts.
- Determine preliminary utility alignments and relocation schedules.
 - Utility relocations should be scheduled to occur prior to the SUP project advertisement if possible.
- Estimate cost if requested by the Town of Black Mountain.
- Review Utility Owners' relocation plans for conflict resolution and constructability.

PUE's:

- Provide PUE needs to the Design Team.
- After review and concurrence with the Utility Owners, send the preliminary utility relocation plans to all utility owners and the Team for review and comments.

UbO's and UEPD:

- Prepare Utilities by Others plans and Special Provisions to the Team and the Town of Black Mountain.
- Determine utility environmental permit needs in collaboration with Utility Owner representatives and the Team. Verify environmental permits can be obtained to meet utility relocation schedules.
 - Provide environmental permit needs using Utilities by Others plans along with an environmental narrative to the Design Team.

Utility Authorizations.

- Assist Utility Owners in the development of their Utility Relocation Packages.
- Receive and review Utility Relocation Package.
- Determine reimbursement eligibility for utilities with conflicts, obtain written property right documentation.

General:

- All submittals and deliverables shall follow the guidance and be in the format currently issued by NCDOT at the time of the submittal.
- Make all submittals to The Town of Black Mountain electronically.
- Provide all deliverables in searchable .pdf format.
- Water and Sewer Design can be offered as a supplemental to this contract.

DELIVERABLES

General

- All submittals and deliverables shall follow the guidance and be in the format currently issued by NCDOT at the time of the submittal.
- Make all submittals to The Town of Black Mountain electronically.
- Provide all deliverables in searchable .pdf format.
- Additionally, provide Special Provisions and reports in .docx format.

VIII. Exclusions

The Consultant can provide the following exclusions as needed through approved additional task orders with an associated fee adjustment:

1. Structural design- Structural design is not anticipated for the Oaks Connector.
2. Field survey services- Survey was gained for the entire length of the Riverwalk greenway; therefore, no additional survey services are anticipated for this project.
3. Trailhead specific design- No trailheads are anticipated in the Oaks Connector.
4. Geotechnical Exploration-No geotechnical exploration is anticipated for the Oaks Connector. If deemed necessary, paving design and possible underlayment/subsurface recommendations, particularly along the SUP section of Vance, may apply. If deemed necessary, the client will be notified, and geotechnical services will be coordinated with the Town of Black Mountain.
5. Electrical/lighting design.
6. Traffic Control Plans for areas not included in the scope of work,
7. Roadway services-It is understood that the corridor will be located within Town right of way, and that no temporary roadways, or related services will be required.
8. Bid Package Preparation and Support.
9. Water and Sewer design.
10. Any work resulting in significant deviations (beyond the surveyed boundary) due to conditions such as, but not limited to, landowner consent, utility conflicts, floodplain encroachments, client direction, etc..
11. Stream Restoration and Stabilization services.
12. Wayfinding Signage plans.
13. Construction Management, construction oversight, shop drawings, construction engineering and/or inspections.
14. SUE
15. Lane closures, or other special traffic control associated with any SUE work.

Client Responsibilities:

1. Coordinate, contact and provide general project oversight,
2. Establish and maintain a project record,
3. Gain permissions, or at minimum notify landowners, to access properties for field work,
4. Designate one staff person as the Town's Project Manager/Administrator,
5. Review Consultant deliverables in a timely manner,
6. Submit deliverables via NCDOT process in a timely manner,
7. Provide consolidated written review comments,
8. Clarify direction in the case on any conflicting comments from different Town reviewers,
9. Provide project related Town data, reports and correspondence, if available,
10. Write Grant Applications and Apply for Grants,
11. Negotiate agreements with NCDOT for easement or encroachments
12. Distribution of material and advertisements of public meetings,
13. Meet with Consultant Team and affected property owners along greenway alignment,

EXHIBIT 2 – COMPENSATION AND PAYMENT

Town of Black Mountain, NC / Michael Baker Engineering, Inc.

BAKER will perform the services as described in Exhibit 1 (Scope of Work) in exchange for the following fee:

CLIENT will pay a lump sum of \$255,875.29 (two hundred fifty-five thousand, eight hundred seventy-five dollars and twenty-nine cents).

BAKER will submit monthly invoices to CLIENT on a percent complete basis. Invoices shall be remitted to:

Michael Baker Engineering, Inc.
P. O. Box 360451
Pittsburgh, PA 15251-6451

Please reference "Project number: 166798" on payments

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: October 11, 2021

SUBJECT: Public Hearing to Close Portion of Unopened, Platted Portion of Alexander Street
#R-21-22

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9A
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:

1. To open the public hearing for **Resolution #R-21-22** to Close Unopened, Platted Portion of Right-of-Way of Alexander Street (north end).
2. To close the public hearing.
3. To approve **Resolution #R-21-22** for the right-of-way closure.

FUNDING SOURCE: N/A

ATTACHMENTS: **Resolution #R-21-22**, Map

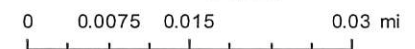
MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve **Resolution #R-21-22** as presented.

Buncombe County



July 15, 2021

1:1,128



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

RESOLUTION #R-21-22

RESOLUTION TO CLOSE A PORTION OF AN UNOPENED, PLATTED PORTION OF ALEXANDER STREET (NORTH END)

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 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 Alexander Street (north 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:

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.

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 Alexander Street (north end); and

WHEREAS, a copy of the resolution adopted by the Town Council at their August 9, 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 Alexander Street (north end) was posted at two prominent places along said street no later than September 14, 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, October 11, 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 Alexander Street (north end) is not contrary to the Town, and that no individual owning property in the vicinity of said unopened, platted portion of Alexander Street (north 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 Alexander Street (north 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 11th day of October 2021.

ATTEST:

Larry B. Harris, Mayor

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager