



TOWN OF BLACK MOUNTAIN

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

Date: **January 10, 2022** Time: **6:00 p.m.**

Regular Session Agenda

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

 **Conserve resources; print only when necessary.**

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk at 419-9310, or by email at townclerk@townofblackmountain.org (828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- Welcome
- Prayer
- Pledge of Allegiance
- Announcements

2. PROCLAMATIONS, AWARDS & RECOGNITION

A. Martin Luther King, Jr. Day Proclamation

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. Heart and Hammer Presentation
- B. Greenways Commission Presentation

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 December 12, 2021 Regular Session Meeting, and the December 9, 2021 Agenda Meeting.

B. Call for Public Hearing for Rezoning of 713 NC 9 Hwy #Z-O-22-01

Motion: To call for a public hearing for rezoning 713 NC 9 Hwy (PIN #: 0619-31-1541.00000) from TR-4 to HB-8 to be held on Monday, February 14, 2022, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

C. Budget Amendment Carver Community Center Solar Panel Project

Motion: To approve the budget amendment as presented.

D. Project Closure Ordinances and Amendment-Water Capacity Improvement

Motion: To approve project closure ordinance for the Water Capacity Improvement Project as presented and recommended.

E. Budget Amendment Transfer for expenses paid for Swannanoa River Restoration out of the General Fund in Fiscal Year 19 and 20.

Motion: To approve the budget amendment as presented.

F. Budget Amendment Transfer in of PD Restricted Fund Balance

Motion: To approve the budget amendment as presented.

G. Updated Greenway Commission Ordinance #O-21-18

Motion: To approve and adopt **Ordinance #O-21-18** as presented [or as amended].

H. Budget Amendment Governor's Crime Commission Grant

Motion: To approve the budget amendment as presented.

Consent Motion: To approve consent items A-H as presented

6. CITIZEN COMMENTS

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

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

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

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Board Appointments

Zoning Board of Adjustment – Two (2) 3-year terms ending June 30, 2024 and three (3) alternate vacancies.

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

Two applications were received for Zoning Board of Adjustment from Larry Pearlman and Lauren Dodgin. ZBA cannot meet due to lack of quorum until at least one seat is filled.

B. Golf Course Snack Shop Lease Agreement

Motion: To approve the lease agreement for the Golf Course Snack Shop (19th Hole).

C. Discussion of Buncombe County of Mask Mandate Extension

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 Add Text for Mobile Food Vendors and Mobile Food Vendor Courts #O-21-20

Motions for Consideration:

1. To open the public hearing for **Ordinance #O-21-20** for amendments to add text for mobile food vendors and mobile food vendor courts.
2. To close the public hearing.

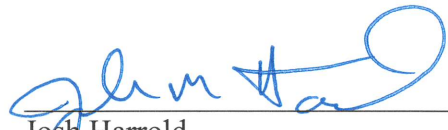
3. To adopt **Ordinance #O-21-20** as presented [or as amended].

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. ADJOURNMENT



Josh Harrold
Town Manager



Proclamation

Honoring Dr. Martin Luther King, Jr.

WHEREAS, Dr. Martin Luther King, Jr. inspired millions of Americans to participate in non-violent protests to support the ideals of equality for all and was a motivating force behind a civil rights movement that had as its goal a society that celebrates all races, cultures and nationalities; and

WHEREAS, the ideals of Dr. King and of Black Mountain's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of our community is a responsibility of every citizen, and

WHEREAS, the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Constitution- equality and justice for all; and

WHEREAS, the Town of Black Mountain encourages all citizens to rededicate themselves to the principles of respect for human rights and freedom, of belief in non-violence, and of commitment to improving our community through community service and volunteerism.

NOW, THEREFORE, I, Larry B. Harris, Mayor of the Town of Black Mountain, on behalf of the Town Council and the citizens of Black Mountain, wish to honor and do hereby proclaim **Monday, January 17, 2022** as

"DR. MARTIN LUTHER KING, JR. DAY"

SIGNED this 10th day of January 2022.



Larry B. Harris, Mayor

Attest:

Savannah Parrish, Town Clerk



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

THE BLACK MOUNTAIN TOWN COUNCIL held an agenda workshop Thursday, December 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, December 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
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, Town Clerk
Ron Sneed, Town Attorney
Steve Parker, Police Chief

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

Council Member Doug Hay requested that a member of the Greenways Commission be present at the meeting to answer questions concerning their proposed ordinance update (Item 8C).

Manager Harrold requested the Town Council add an agenda item to discuss the solar project for the Carver Center. Mayor Harries proposed adding Item 8F – Carver Center Solar Project to the agenda.

Vice Mayor Ryan Stone moved to add Item 8F – Carver Center Solar Project 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 5:11 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: **December 13, 2021** Time: **6:00 p.m.** **Regular Session Minutes**

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

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 Bill Christy
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Town Clerk
Ron Sneed, Town Attorney

Mayor Harris welcomed the public and led the Pledge of Allegiance and prayer. Mayor Harris also thanked the public and Chamber of Commerce for the successful Black Mountain Holiday Parade.

2. PROCLAMATIONS, AWARDS & RECOGNITION

3. CITIZEN COMMENTS

Ann Lutz of 211 N. Park Lane gave a brief report on behalf on the Greenways and Trails Committee.

Julie White of 209 9th Street spoke about the proposed Greenways Ordinance.

Joe Scotto of N Oconeechee Ave. spoke on behalf on the Recreation Commission requesting the Town Council give consideration to proposed repairs at Grey Eagle.

4. COMMUNICATIONS FROM STAFF, BOARDS, COMMISSIONS & AGENCIES

None.

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 Harrold presented the consent agenda to the Town Council.

A. Adoption of Minutes

Motion: *To adopt the minutes of the November 8, 2021 Regular Session Meeting, and the November 4, 2021 Agenda Meeting.*

B. Resolution to Authorize Signers of Checks

Motion: *To approve Resolution R-21-25 as presented.*

C. Approval of the North Carolina State Archives 2021 Records Retention and Disposition Schedule

Motion: *To approve Resolution R-21-25 as presented*

D. Resolution and Budget Amendment Fines & Forfeitures Special Revenue Fund #R-21-27

Motion: *To approve Resolution R-21-27 and the budget amendment as presented*

E. Budget Amendment Golf Course Golf Carts

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

F. Budget Amendment Insurance Proceeds

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

G. Call for Public Hearing to Add Text for Mobile Food Vendors and Mobile Food Vendor

Courts **#O-21-20**

Motion: *To call for a public hearing to add text for mobile food vendors and mobile food vendor courts to be held on Monday, January 10, 2022, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.*

**H. Resolution of Support for MPO Application for Blue Ridge Road Modernization
#R-21-28**

Motion: *To approve Resolution R-21-28 as presented.*

**I. Resolution of Support for MPO Application for Fonta Flora State Trail Connection
#R-21-29**

Motion: *To approve Resolution R-21-29 as presented.*

J. Resolution of Support for MPO Application for Traffic and Circulation Study #R-21-30

Motion: *To approve Resolution R-21-30 as presented.*

K. Budget Amendment Community Outreach

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

Council Member Archie Pertiller moved to approve consent items A-K as presented. The motion was approved by a vote of 5-0.

6. CITIZEN COMMENTS

James Full of 6 Gold Leaf Walk Way sent in the following comment to be read:

My residence is 6 Gold Leaf Walk Way, 1 of 6 homes in Gold Leaf Knoll subdivision. We do not have an HOA. The Covenants, Conditions and Restrictions were written in such a way that managing common elements are virtually voluntary which has presented obstacles to meeting the Stormwater Management rules for inspection, reporting and maintenance. #O-21-19: Sections (A) & (B). My request is, the proposed Amendment be modified to include "minor subdivisions" or other legal appropriate term, be included in the Amendment, "owner" be updated to "owner(s)" and that the new "stormwater technician" be responsible for ALL inspections, "off" and "on" years for the simple systems for single residences, duplexes, & up to 6 platted parcels per existing permit. And, I propose / recommend, the inspections be funded from the Stormwater Utility annual assessment, 100% paid from those funds, or, a reasonable (to be defined) portion of the 3rd. party inspection fee, report and any remediations (capped at a maximum TBD per homeowner) be invoiced to the respective owner(s).

7. UNFINISHED BUSINESS - None

8. NEW BUSINESS

A. Board Appointments

Greenways Commission – (1) 3-year terms ending June 30, 2024

Motion: To appoint Mike Sobol to fill a 3-year term ending June 30, 2024 by a vote of 5 for and 0 against.

At their regular October meeting the Greenway Commission reviewed the application from Mike Sobol. Mr. Sobol attended the meeting. The Commission voted unanimously to recommend Mr. Sobol to fill the current vacancy. An application from Pete Peery was received by the Town Clerk after the meeting and the Commission reviewed the application at their November meeting and chose to not make a recommendation on the additional applicant and to keep their recommendation of appointing Mike Sobol to the vacant term.

ABC Board – (1) 3-year terms ending June 30, 2024

Motion: To appoint Sharon Tabor to fill a 3-year term ending June 30, 2024 by a vote of 5 for and 0 against.

One application was received for the ABC Board seat vacated by Mr. Harwood. The ABC Board is not meeting in December, but Board Chair Roger Hibbard expressed the board's full support of Sharon Tabor's application via phone to the Town Clerk.

B. Contract for EB-5547B section A

Planning Director Jessica Trotman presented this contract with Michael Baker International for EB-5547 and reflects preliminary engineering for sections A& B. The costs are \$375,084.97 in total, which is an additional \$119,209.68 for section A. Section B was approved \$255,875.29 at the November meeting.

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

C. Update Greenway Commission Ordinance #O-21-18

After some discussion, the Town Council tabled Item 8C until the January 10, 2022 meeting.

D. Post Construction Residential Stormwater Inspection Text Amendment #O-21-19

The stormwater utility has provided additional staff, which enables the town to take on some of the inspection responsibilities and reduce the burden on property owners. This amendment changes the requirement from one to every three years for single family and duplex parcels.

Council Member Bill Christy moved to approve and adopt Ordinance #O-21-19 as presented. The motion was approved by a vote of 5 to 0.

E. Adoption of the schedule for the Town Council Workshop and Regular Session Meetings for 2022.

Council Member Doug Hay moved to adopt the 2022 schedule of regular meetings of the Black Mountain Town Council as presented. The motion was approved by a vote of 5 to 0.

F. Carver Center Solar Project

After some discussion, the Town Council tabled Item 8F until the January 10, 2022 meeting.

9. PUBLIC HEARING

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

A. Public Hearing for Text Amendments to Add Definitions for Murals, Premises, and Temporary Signs and Amend the Definition of Signs

Council Member Doug Hay moved to open the public hearing for Ordinance #O-21-16 for amendments to add definitions for murals, premises, and temporary signs and amend the definition of signs. The motion was approved by a vote of 5-0.

To comply with the ruling of Reed v. Gilbert, the Town of Black Mountain is amending the sign ordinance and found that definitions are needed for murals, premises and temporary signs. The amendment also amends the current definition that is in place for signs. These definitions are in line with the rulings that came out of Reed v. Gilbert and will make it easier to interpret the ordinance. The Planning Board voted 7-0 at their October 25, 2021 meeting to recommend the definitions.

Ann Lutz of 211 N. Park Lane and Marilyn Sobanski of 560 Laurel Ave. gave public comments.

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

Vice Mayor Ryan Stone moved to adopt Ordinance #O-21-16 as presented. The motion was approved by a vote of 5-0.

B. Public Hearing to Repeal the Existing Sign Ordinance and Replace with the New Sign Ordinance

Motions for Consideration:

Vice Mayor Ryan Moved to open the public hearing for Ordinance #O-21-17 to repeal the existing sign ordinance and replace with the new sign ordinance. The motion was approved by a vote of 5-0.

The proposed sign ordinance was drafted to comply with the rulings of the Reed v. Gilbert court case. The new sign ordinance enforces time, place and size rather than the content of the signs. The existing sign ordinance needs to be repealed and replaced with the new sign ordinance. The Planning Board voted 7-0 at their October 25, 2021, meeting to recommend the sign ordinance as written.

There were no public comments.

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

Council Member Pam King moved to adopt Ordinance #O-21-17 as amended, increasing the size of permitted signs from 18 x 24 to 20 x 30. The motion was approved by a vote of 5-0.

Council Member King thanked staff and Planning Board for their work on this ordinance.

10. COMMUNICATION FROM STAFF

Town Manager Josh Harrold reminded the public that town offices will be closed for the holidays.

COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Council Member Christy requested Town of Black Mountain email addresses for Town Council members. The Town Clerk will pursue this possibility.

The Mayor and each council member made brief remarks thanking the public for its support and wishing Happy Holidays.

CLOSED SESSION

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

Vice Mayor Ryan moved to return to open session. The motion was approved by a vote of 5-0.

Council Member Pam King moved to approve a pay increase from \$9.55/hour to \$10.61 for Brad Norton. The motion was approved by a vote of 5-0.

13. ADJOURNMENT

There being no further business, Mayor Harris adjourned the meeting at 7:26 p.m.

ATTEST:

Savannah M. Parrish Town Clerk

Larry B. Harris, Mayor

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: January 10, 2022

SUBJECT: Call for Public Hearing for Rezoning of 713 NC 9 Hwy

#Z-O-22-01

AGENDA INFORMATION

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

BRIEF SUMMARY: Steve Holland has purchased 713 NC 9 Hwy (PIN #: 0619-31-1541.00000). The property is currently TR-4 and the applicant is requesting a zoning designation of HB-8 to allow for commercial use. The Planning Board heard this request at the regular meeting on December 20, 2021 and voted 6-1 (Kathy Phillips voting against) to not recommend the HB-8 zoning designation as there is an unknown impact to the neighbors, a problematic traffic situation, unknowns about the DOT roundabout project and the possibility of unconventional development. The Planning Board believes this area will become more commercial over time but hope that the roundabout will be finished before advancing that change.

MOTION FOR CONSIDERATION: To call for a public hearing for rezoning 713 NC 9 Hwy (PIN #: 0619-31-1541.00000) from TR-4 to HB-8 to be held on Monday, February 14, 2022, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: *Ordinance #Z-O-22-01*, Rezoning Application

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting on Monday, February 14, 2022, or as soon thereafter as possible.



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, February 14, 2022, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, February 14, 2022, at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for a rezoning request of 713 NC 9 Hwy (PIN #: 0619-31-1541) from TR-4 to HB-8.

The meeting is open to the public.

Savannah Parrish
Town Clerk

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*Posted to the Town Bulletin Board 01/13/2022
Published in the Black Mountain News 01/20/2022 and 01/27/2022*

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: January 10th, 2022

SUBJECT: Budget Amendment Carver Community Center Solar Panel Project

AGENDA INFORMATION

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

BRIEF SUMMARY:

Budget Amendment to increase the budgeted expenditure amount for the Carver Community Center Solar Panel Project. This project is in conjunction with Buncombe County Office of Sustainability. Qualified bids were received through the renewable energy procurement and installation notice submitted to the county on November 12, 2021. Per the submission of these bids an increase in the expenditure amount is needed to complete the project within the guidelines set forth in the original plan.

Budget Impact:

Increase Capital Outlay	Expense	10-00-5000-730	\$20,336.00
Increase Appropriated Fund Balance	Revenue	10-00-3905-900	\$20,336.00

**Increase in appropriated fund balance decreases the town's fund balance

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

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



BUDGET ADJUSTMENT REQUEST FORM

DATE: 01/10/22

FUND: General

DEPARTMENT:

Fund-Function-Dept-Account Number	Account Desc	Debit	Credit
10-00-5000-730	Capital Outlay	\$20,366.00	
10-00-3905-900	Appropriated Fund Balance		\$20,336.00
Total:		\$20,366.00	\$20,336.00

Department - Insert reason for line item adjustment:

Transfer Fund Balance for the increase in cost associated with the Solar Panel Project at Carver Community Center

Prepared by:

Department Head signature:

Johnny Hollander

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

Department heads may request re-allocation of dollars from one line item into another line item within their department or Grant Administrators may request reallocation between lines in grant funds. The Town Manager must approve any transfer between departments in the General Fund. Transfers between funds or increases or decreases to the total bottom line of any funds budget in any fund is a Budget Amendment and requires Board approval.



Project Cost Summary



Entity

Buncombe County Government

Facility Name	Direct Purchase
East Asheville Library	\$ 176,377
Buncombe Firing Range	\$ 162,972
Total Cost	\$ 339,349

Town of Black Mountain

Facility Name	Direct Purchase
Carver Community Center	\$ 100,336
Total Cost	\$ 100,336

UNC Asheville

Facility Name	Direct Purchase
Reuters	\$ 72,601
Total Cost	\$ 72,601

Please Print and Sign This Worksheet and Return with Your Response

John Alvarado, VP Commercial

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Renu Energy Solutions, LLC
801 Pressley Road, Suite 100
Charlotte, NC 28217

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Buncombe County Office of Sustainability
200 College Street 4th Floor
Asheville, NC 28801

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

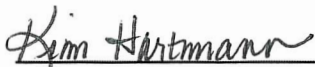
BUNCOMBE COUNTY, NORTH CAROLINA RENEWABLE ENERGY PROCUREMENT AND INSTALLATION FOR BID OF 4 PROJECTS. BID PERIOD 10/11/2021 to 11/12/2021. THIS BOND COVERS FIRING RANGE (81.7 KW) AND EAST ASHEVILLE LIBRARY (85.9 KW) FOR TOTAL OF 161.6 KW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

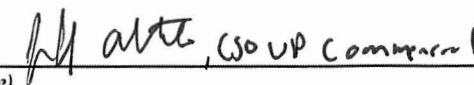
Signed and sealed this 12th day of November, 2021.


(Witness)

Renu Energy Solutions, LLC

(Principal)

(Seal)

By: 

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)

By: 

(Title) Tracie House, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Tracie House** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

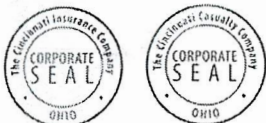
Surety Bond Number: Bid Bond
Principal: Renu Energy Solutions, LLC
Obligee: Buncombe County Office of Sustainability

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

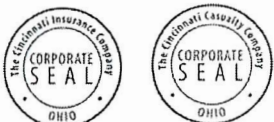
On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of November, 2021.



Ed H.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Renu Energy Solutions, LLC
801 Pressley Road, Suite 100
Charlotte, NC 28217

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

UNC Asheville
1 University Heights Dr
Asheville, NC 28801

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

BUNCOMBE COUNTY, NORTH CAROLINA RENEWABLE ENERGY PROCUREMENT AND INSTALLATION FOR BID OF 4 PROJECTS. BID PERIOD 10/11/2021 to 11/12/2021. THIS BOND COVERS RETEURS CENTER AT 300 CAMPUS VIEW ROAD - 26 KW.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2021.


(Witness)

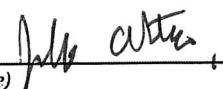
Renu Energy Solutions, LLC

(Principal)

(Seal)

By:

(Title)

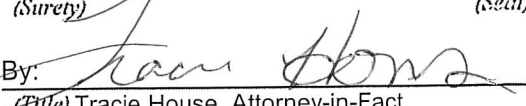
 CSO - VP Commercial

The Cincinnati Insurance Company

(Surety)

(Seal)

By:


(Title) Tracie House, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Tracie House** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

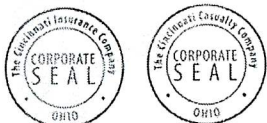
Surety Bond Number: Bid Bond
Principal: Renu Energy Solutions, LLC
Obligee: UNC Asheville

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

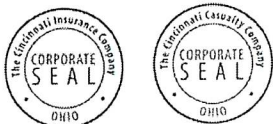


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of November, 2021.



Ed H.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

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(Name, legal status and address)

Renu Energy Solutions, LLC
801 Pressley Road, Suite 100
Charlotte, NC 28217

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250-5496

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Black Mountain
304 Black Mountain Avenue
Black Mountain, NC 28711

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

BUNCOMBE COUNTY, NORTH CAROLINA RENEWABLE ENERGY PROCUREMENT AND INSTALLATION FOR BID OF 4 PROJECTS. BID PERIOD 10/11/2021 to 11/12/2021. THIS BOND COVERS CARVER COMMUNITY CENTER AT 101 CARVER AVE. (32.79 KW)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 12th day of November, 2021.


(Witness)


(Witness) David J. Roth

Renu Energy Solutions, LLC

(Principal)

(Seal)

By:

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)

By:

(Title) Tracie House, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Tracie House** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

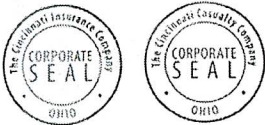
Surety Bond Number: Bid Bond
Principal: Renu Energy Solutions, LLC
Obligee: Town of Black Mountain

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

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STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

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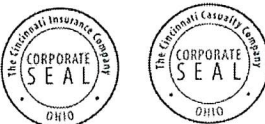


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

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Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of November, 2021.



Ed H



Renewable Energy Installation Services

Buncombe County Office of Sustainability

Friday, November 12th, 2021

Renu Energy Solutions LLC

801 Pressley Rd # 100,
Charlotte, NC 28217
United States

MATTHEW CULLEY Commercial Analyst

mculley@renuenergysolutions.com

Office: (704) 525-6767

Mobile: (704) 999-4469

PRESENTED TO:

Buncombe County
Office of Sustainability
Jeremiah P. LeRoy, PEM

200 College Street 4th Fl
Asheville NC 28801



Transmittal Letter

November 12th, 2021

Cover Letter

Renewable Energy Installation Services

Buncombe County Office of Sustainability,

Renu is excited to submit this proposal for Renewable Energy Installation Services for four facilities in Buncombe County. These four projects, totaling 330 kW, each have distinctive qualities and potential challenges that Renu is uniquely qualified to tackle.

Renu Energy Solutions is a local North Carolina solar company with over 10 years of experience installing solar systems for organizations across the Carolinas. Our knowledge, skills, and experience from installing over 50 commercial projects will enable Renu to deliver 4 excellent PV systems on time and on budget.

Within this proposal you will find Renu's per-project fee to construct the PV Systems in the RFP Drawings. Renu's goal for this RFP is to partner well with Buncombe County, UNC Asheville, and the Town of Black Mountain. We pride ourselves on emphasizing the Owner/Contractor relationship. We are looking to establish a healthy partnership and communicate effectively throughout the design, construction, and closeout processes.

Based in Charlotte and with significant public work experience, Renu is well-qualified to construct solar projects in Buncombe County. This proposal will include Renu's qualifications so the Buncombe County team can assess Renu's candidacy for the work. Renu possesses an unlimited NC GC License, an NC Electrical License, and a NABCEP PV Installation & Technical Sales certification.

I will serve as the primary point of contact for this RFP response. Please contact me with any questions or RFIs as you review our proposal. Thank you for the opportunity to provide a bid for this RFP. Renu would be honored to work with Buncombe County, UNC Asheville, and Town of Black Mountain on these PV Projects.

Thank you for your time and consideration,

Matthew Culley | Commercial Analyst, Renu Energy Solutions LLC

O: (704) 525-6767 C: (704) 999-4469

E: mculley@renuenergysolutions.com

TS-020521-33739

1 – Basic Qualifications

Provide the firm's history and experience with commercial renewable energy installation in the last 5 years;

- Commercial Installation Experience
 - Renu has designed and constructed over **50 commercial and non-profit projects**, totaling over **3 MW** of PV capacity.
 - In 2020, Renu designed and constructed over **4.6 MW** of solar across **446** residential and commercial projects.
 - Renu has over **80 full-time employees** and provides turn-key EPC service. Renu's services provided include procurement, design, construction, and ongoing service.

A complete list with brief descriptions of recent and relevant renewable installations the firm has participated in in the last 5 years;

- This list is not comprehensive but provides an idea of the breadth of systems Renu has installed:

Renu Commercial Construction Portfolio					
Project Name/Agency Name	Description	kW DC	Project Name/Agency Name	Description	kW DC
Carolina Center for Recovery LLC	Ballasted PV System	91.1	Inter Inventory Management	Flush-Mount PV System	34.5
NEEMF (City of Charlotte)	Ballasted PV System	100.3	Restroom Direct	Flush-Mount PV System	58
CMPD University (City of Charlotte)	Ballasted PV System	40	Norbord	Flush-Mount PV System	22.1
Eco Energy Augusta	Ground Mount PV System	137.5	Provence	Flush-Mount PV System	79.1
Eco Energy Cartersville	Ground Mount PV System	117.4	Shining Stars Academy	Flush-Mount PV System	30
CMPD HG (City of Charlotte)	Carport PV System	76.6	Anne Springs Close Greenway	Flush-Mount PV System	22.1
Unity Presbyterian Church	Flush-Mount PV System	57.3	B&M Lee Oil	Flush-Mount PV System	33
Charlotte Motor Speedway	Canopy PV System	247.4	Sisters of Mercy	Ballasted PV System	45.5
LeafSpring School	Flush-Mount PV System	80	Piedmont Cardiovascular	Ballasted PV System	30
Holly Oak Chemical Inc.	Multiple	65.6	Lancescape LLC	Multiple	30.24
Gavel & Dorn Engineering PLLC	Flush-Mount PV System	29.5	Wise Man Brewing	Ballasted PV System	33.9
Sedberry Construction Inc.	Multiple	84.7	Capizzi, MD	Ballasted PV System	30.4
Sum Bottles LLC	Flush-Mount PV System	76.4	David's Car Care	Flush-Mount PV System	56

1 – Basic Qualifications

Qualified firms must have a minimum experience of 5 years in commercial solar development and installation (residential installations will not count as qualified experience).

Renu Energy Solutions began operations in 2010. We installed our first commercial PV systems in 2011. 5 years ago, in 2016, we installed one of our largest systems – a 240 kW on a warehouse in Abingdon, Virginia. Renu has 10 years of commercial solar development and installation experience.

Qualified firms must have experience with turn-key solar development and installations on commercial facilities and have installed at least 3 MW of commercial solar in the previous 5 years; this experience should include ballasted flat rooftop systems, flush-mounted systems, and ground mount systems;

Over the past 5 years, Renu has developed and installed over 3 MW of commercial solar projects in the Carolinas. Renu's experience spans all types of PV – ballasted, flush-mount, ground-mount, and canopy. See example projects below:



Lee Roy's Wholesale, 240 kW, 2016



Eco Energy Augusta, 152 kW, 2021



CMPD Hickory Grove, 76 kW, 2019



CMPD University, 40 kW, 2021

1 – Basic Qualifications

Information describing the firm’s knowledge or experience coordinating with utilities and navigating applicable rebate and incentive programs;

Renu has extensive experience working on Duke Energy Progress projects and has submitted hundreds of projects for the Duke Solar Rebate since the program debuted in 2018.

The Duke Energy Rebate has two scheduled openings in 2022 – January 5th and July 6th. However, there is still non-profit capacity for the Rebate from previous launches. This means that any non-profit project with an active Unique ID # can apply for a Rebate Reservation. For non-profit customers with a project greater than 20kW, installation must be completed within 365 days of the date Duke Energy issues the rebate reservation or executes the interconnection agreements, whichever is later.

Renu believes that it is best practice to submit an Interconnection Application early in the project process in order to get a Unique ID #, and then to submit a Rebate Application early as well. Although there is open capacity for the program currently, it could easily change with the number of projects under development in North Carolina. Renu would pursue a Rebate Reservation for these four projects as quickly as possible.

Renu is currently working with the City of Charlotte on a portfolio of 10 projects. For these projects, Renu submitted the Duke Rebate Application on behalf of the City early in the project process in order to ensure a Rebate Reservation.

NABCEP Certified PV Installer on Staff – Provide documentation

Brandon Herman, *NABCEP PV Installation Professional PV-090919-017323*

Andrew O'Donnell, *NABCEP PV Installation Professional PV-041214-004426*



2 – Staff Qualifications

Provide an overview of the qualifications of your project manager and key project staff, including anticipated sub-contractors;

Andrew O'Donnell, Director of Construction

Andrew is the Director of Construction for Renu Energy Solutions and will be the Project Manager for these projects. Andrew is responsible for the execution of commercial and nonprofit solar and energy storage projects. Andrew joined Renu in 2014 and has 10 years of PV experience. Andrew has a Bachelor of Science from the University of Dayton in Civil Engineering and Engineering Mechanics and holds a **NABCEP PV Installation Professional Certification (PV-041214-004426)**.

Matthew Culley, Commercial Analyst

Matthew Culley is a Commercial Analyst for Renu. Matthew came to Renu in 2017 after graduating from the University of North Carolina at Chapel Hill with a Bachelor of Science in Environmental Science. Matthew has over 4 years of PV experience. Matthew's responsibilities for these projects will include project planning and development, permitting, interconnection, and procurement. Matthew holds a **NABCEP PV Technical Sales Certification (TS-020521-33739)**.

Simon Crider, Associate Project Manager

Simon Crider joined Renu in 2020 as an associate project manager and assists in pre-installation planning, managing onsite operations / crew, and facilitating inspections for system construction. Prior to Renu, Simon received a Bachelor of Science in Mechanical Engineering from the University of Florida and has 4 years of PV experience.



Andrew O'Donnell



Matthew Culley



Simon Crider

2 – Staff Qualifications

Provide an overview of the qualifications of your project manager and key project staff, including anticipated sub-contractors;

Renu Energy Solutions drafts all permit plansets and documentation in house, and then works with the two firms listed below to get electrical and structural plans stamped for an AHJ's permitting process. Renu has worked with these two firms and individuals for several years.

Structural Capacity, PC – Adrian Durham

Subcontractor's Scope: Review and seal pre- and post-installation structural letters for AHJ permit issuance and AHJ inspections.

Adrian S. Durham, SE, PE, LEED AP BD+C is the principal and owner of Structural Capacity, PC. Mr. Durham has over 12 years of noteworthy experience in the structural engineering industry. He has vast experience in the design and construction of building structures. He has overseen and been involved in numerous construction projects including retail offices, K-12 schools, higher education facilities, detention and correction facilities, religious facilities, multi-family residential and single-family residential structures.



Wilde Engineering, PLLC – Matt Lewis

Subcontractor's Scope: Review and seal permit planset for AHJ permit issuance and AHJ inspections.

Matt has over 7 years of experience within the engineering design field and has 3+ years in the field as an electrical apprentice. This field experience gives him better knowledge of how to design for a more efficient installation. Matt has designed over a dozen K12 facilities, 4 high schools, a handful of higher education projects and many renovations. Matt enjoys the client interaction side of this business as much as the engineering and designing.



Communication, Coordination, Client Relationships

2 – Staff Qualifications

Describe who will perform the various tasks and what will be their level of involvement and responsibilities and give their qualifications for this specific project; Indicate the location of the office that agent(s) will work out of while services will be performed.

Preconstruction

- **OAC Meetings** – Matthew Culley & Andrew O'Donnell
- **Site Survey** – Andrew O'Donnell & Ross Shapiro
- **Permit Planset Drafting** – Andrew O'Donnell & Bryan Moreno
- **Structural Engineering Drafting** – Andrew O'Donnell & Bryan Moreno
- **Stamped Permit Planset** – Matt Lewis, Wilde Engineering, PLLC
- **Stamped Structural Letter** – Adrian Durham, Structural Capacity PC
- **Permitting** – Matthew Culley
- **Interconnection** – Matthew Culley
- **Duke Rebate Submission** – Matthew Culley

Construction

- **Project Management & Safety** – Andrew O'Donnell
- **Rooftop Construction** – Simon Crider
- **Electrical Construction** – Michael Westhafer

Project Closeout

- **System Commissioning** – Andrew O'Donnell
- **Owner Training** – Simon Crider
- **Project Close-Out** – Matthew Culley

Andrew O'Donnell – Director of Construction, NABCEP PV IP, 10 Years PV Experience, Charlotte

Matthew Culley – Commercial Analyst, NABCEP PV TS, 4 Years PV Experience, Charlotte

Simon Crider – Associate PM, 4 Years PV Experience, Charlotte

Ross Shapiro – Site Survey Technician, Drone-Certified, 3 Years PV Experience, Charlotte

Bryan Moreno – AutoCAD Drafter, 2 Years PV Experience, Charlotte

Michael Westhafer – Lead Electrician, 3 Years PV Experience, Charlotte

2 – Staff Qualifications

Include resumes of individuals;

Andrew O'Donnell, Director of Construction (Project Manager)

Andrew is the Director of Construction for Renu Energy Solutions. He is responsible for the execution of commercial and nonprofit solar and energy storage projects. Andrew joined Renu in 2014. Andrew is a participating member of the SolarEdge Product Advisory Committee. Andrew has a Bachelor of Science from the University of Dayton in Civil Engineering and Engineering Mechanics and holds a **NABCEP Installation Professional Certification (PV-041214-004426)**.

Highlight projects in Andrew's career include a 247 kW Canopy at turn 4 of the Charlotte Motor Speedway (completed in 2019) and a 100 kW rooftop array near Pope Airfield at Fort Bragg (completed in 2016). Some other recent projects Andrew has constructed include LeafSpring School, Shining Stars Academy, CMPD Hickory Grove, and Unity Presbyterian Church. During his career in PV Construction, Andrew has directed several MW of projects in the Carolinas.

<i>Project Name</i>	<i>Location</i>	<i>kW DC</i>	<i>Role</i>
<i>Charlotte Motor Speedway</i>	<i>Concord, NC</i>	<i>247.4</i>	<i>Director of Construction</i>
<i>Hercules Gym (Fort Bragg)</i>	<i>Fayetteville, NC</i>	<i>100</i>	<i>Director of Construction</i>
<i>Lee Roy's Wholesale</i>	<i>Abingdon, VA</i>	<i>240</i>	<i>Director of Construction</i>
<i>LeafSpring Schools</i>	<i>Charlotte, NC</i>	<i>80</i>	<i>Director of Construction</i>
<i>Northeast Equipment Maint.</i>	<i>Charlotte, NC</i>	<i>100</i>	<i>Director of Construction</i>



Charlotte Motor Speedway



Eco Energy Cartersville

2 – Staff Qualifications

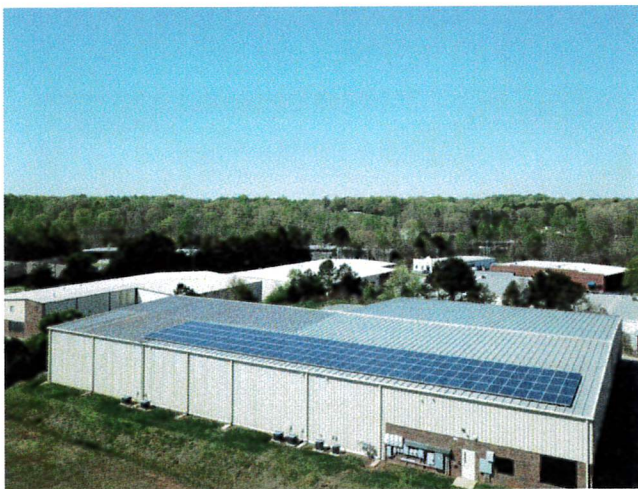
Include resumes of individuals;

Matthew Culley, Commercial Analyst (Permitting and Interconnection)

Matthew Culley came to Renu in 2017 after graduating from the University of North Carolina at Chapel Hill with a Bachelor of Science in Environmental Science. Matthew holds a **NABCEP PV Technical Sales Certification (TS-020521-33739)**.

Matthew's responsibilities at Renu include financial modeling, solar production modeling, project estimating, project planning and management, permitting, interconnection, and procurement. Some of Matthew's recent successful projects include Unity Presbyterian Church, CMPD Hickory Grove, Eco Energy, Restroom Direct, and Sisters of Mercy. Additionally, Matthew permitted Northeast Equipment Maintenance Facility and CMPD University's solar systems, which are currently under construction.

<i>Project Name</i>	<i>Location</i>	<i>kW DC</i>	<i>Role</i>
<i>Unity Presbyterian Church</i>	<i>Denver, NC</i>	<i>57.3</i>	<i>Commercial Analyst</i>
<i>CMPD Hickory Grove</i>	<i>Charlotte, NC</i>	<i>76.6</i>	<i>Commercial Analyst</i>
<i>Sisters of Mercy</i>	<i>Belmont, NC</i>	<i>45.5</i>	<i>Commercial Analyst</i>
<i>Restroom Direct</i>	<i>Mooreville, NC</i>	<i>58</i>	<i>Commercial Analyst</i>
<i>Helios Energy</i>	<i>Augusta/Cartersville, GA</i>	<i>254.9</i>	<i>Commercial Analyst</i>



Restroom Direct



Unity Presbyterian Church

3 – Approach to Project

Provide a general estimated timeline for completion.

December 2021 - April 2022: Preconstruction

- *Notice of Lowest Responsive, Responsible Bidder* – December 2021
- *Contract Execution* – December 2021
- *Site Surveys* – January 2022
- *60% Drawings* – February 2022
- *90% Drawings* – February - March 2022
- *Final approved drawings* – March 2022
- *Stamped drawings for permitting* – March - April 2022
- *Permitting* – April – May 2022
- *Interconnection* – April – July 2022
- *Duke Rebate Submission* – April 2022

May – July 2022 – Construction

- *Rooftop Construction* – May – July 2022
- *Electrical Construction* – May – July 2022

July 2022 – Project Closeout

- *Commissioning* – July 2022
- *Owner Training* - July 2022
- *Project Close-Out* – July 2022

4 – Examples of Work

References: Provide at least three (3) specific examples of your firm's projects.

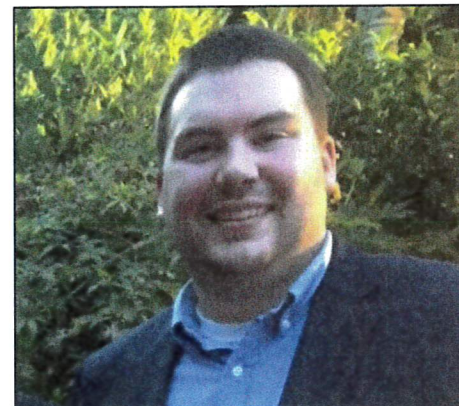
Reference #1 – Northeast Equipment Maintenance Facility

Trevor Powell

Project Manager, Southside Constructors, Inc.

(980) 214-3467

tpowell@southsideco.com



Project Information

System Size: 100.3 kW

Construction: February, 2021



Renue recently constructed a 100 kW ballasted PV system on the rooftop of the Northeast Equipment Maintenance Facility at 5801 General Commerce Drive in Charlotte. Southside Constructors is the General Contractor responsible for the overall building, and Trevor Powell is the PM at Southside.

This project is similar to the ballasted systems specified for the Firing Range and Carver Community Center. The module was REC380TP2SM72, the inverter was a SolarEdge SE100KUS, the optimizers were SolarEdge P860s, and the racking was PanelClaw. The roof is Sika Sarnafil PVC and the warranty was maintained through use of Sika slip sheets and a pre- and post-installation inspection.



During Construction, February 2021



After Construction, February 2021

4 – Examples of Work

Brief descriptions of three (3) similar prior project references with contact information.

Reference #2 – LeafSpring Schools

Parks Hunter
Owner, LeafSpring School
(804) 357-1717
parkshunter@yahoo.com

Project Information

System Size – 80 kW
Construction: 2018



Parks Hunter is a small business owner in the Charlotte area who owns two daycares - LeafSpring School at Matthews and LeafSpring School at Ballantyne. Parks had Renu install a 40 kW solar system on each of his daycares (80 kW total) in 2018. Parks is now currently developing a third LeafSpring School located in the greater Charlotte area. He is working with Renu to install a 58 kW solar system on the rooftop.

Parks will be able to discuss his ongoing partnership with Renu Energy (over 3 years) and how Renu has provided ongoing support for his existing systems. He'll also be able to speak to the collaborative approach Renu has taken to working with him, his architect, and his general contractor in the development of his 3rd daycare, which will be completed in the spring of 2022.



LeafSpring Ballantyne



LeafSpring Matthews

4 – Examples of Work

Brief descriptions of three (3) similar prior project references with contact information.

Reference #3 - Charlotte Motor Speedway Sun Deck

John Pitts

Director of Project Management, Speedway Motorsports Inc.

(704) 773-5877

jpitts@smicorporate.com

Project Information

System Size – 247 kW

Construction: 2019



In 2019, Renu Energy worked with the Charlotte Motor Speedway to install a 247 kW solar system at the racetrack. The 42,000-square-foot Turn 4 Sun Deck is powered by 773 solar panels that produce more than 315,000 kilowatt-hours a year, reducing energy costs at the track by \$25,000 annually. This solar investment not only saves money, but also demonstrates Charlotte Motor Speedway's long-term commitment to the local community and their environmental stewardship. Over the next 30 years, the system is projected to produce over 8,400,000 kWh of electricity. This is equivalent to avoiding 6,500 tons of carbon dioxide emissions.



FORM 1

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, Jeff Aliotta, VP Commercial, Renu Energy Solutions LLC
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority
Category		

Structural Capacity, PC	Design & Engineering	B
218 Westinghouse Blvd #203 (704)560-8324		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A)
American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) \$64,500



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: January 10th, 2022

SUBJECT: Project Closure Ordinances and Amendment-Water Capacity Improvement.

AGENDA INFORMATION

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

BRIEF SUMMARY:

Project Ordinances are adopted by the Board for projects that extend beyond a one-year time frame. When these projects are completed, closing ordinances are necessary to remove any remaining authorizations for expenditures. The Water Capacity Improvement project has been completed as specified. Included is a proposed project closure ordinance and unspent budgeted funds will be de-obligated.

The proposed project closures are consistent with good accounting practice, support the closeout of completed grants, if used, and will allow project savings to be allocated back to the original funding source or to a Capital Project Fund, where they will remain available for future appropriation by the Town Council. For these reasons, management and staff recommend approval.

Budget Impact: Yes

Water Capacity Improvement Capital Project

Increase Transfer Out	Expense	68-00-4200-651	\$81,343.28
Decrease Professional Services	Expense	68-00-4200-040	(\$50,000.00)
Decrease Capital Outlay	Expense	68-00-4200-730	(\$50,372.28)
Decrease Transfer In	Revenue	68-00-3915-938	(\$19,029.00)

System Development Fee Capital Reserve

Increase Transfer In	Revenue	32-00-0000-902	\$81,343.28
Decrease Appr Fund Balance	Revenue	32-00-4200-040	(\$81,343.28)

**Decreasing Appropriated Fund Balance causes an increase in the fund balance

MOTION FOR CONSIDERATION: To approve project closure ordinance for the Water Capacity Improvement Project as presented and recommended.

ATTACHMENTS: Budget Amendment and Project Closure Ordinance

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



**Town of Black Mountain
Water Capacity Improvement Project
Authorizing Closure of Capital Project Fund Ordinance**

WHEREAS, A budget ordinance was adopted for the following established project, which has been completed or has become a part of another budgeted project. The remaining balances are as indicated below:

Water Capacity Improvement Project	\$81,343.28
---	--------------------

THEREFORE, BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina,

Section 1. The Council hereby closes the above-mentioned project and the unutilized budget of \$81,343.28 will roll into the System Development Fee Capital Reserve Fund balance and be available for future water capacity projects.

Section 2: This ordinance shall take effect upon its adoption.

Duly adopted by the Town Council of Black Mountain on this the 10th day of January 2022.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk



BUDGET AMENDMENT REQUEST FORM

DATE:

01/10/22

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
68-00-4200-651	Transfer Out	\$81,343.28	
68-00-4200-040	Professional Services		\$50,000.00
68-00-4200-730	Capital Outlay		\$50,372.28
68-00-3915-938	Transfer In	\$19,029.00	
32-00-0000-902	Transfer In		\$81,343.28
32-00-4200-040	Appropriated Fund Balance	\$81,343.28	
Total:		\$181,715.56	\$181,715.56

REASON FOR BUDGET AMENDMENT

Close out Water Capacity Improvement Capital Project and transfer remaining balance to the System Development Fee Capital Reserve Fund

Entered by:

Department Head signature:

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



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: January 10th, 2022

SUBJECT: Budget Amendment Transfer for expenses paid for Swannanoa River Restoration out of the General Fund in Fiscal Year 19 and 20.

AGENDA INFORMATION

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

BRIEF SUMMARY:

Budget Amendment to transfer expenses that were paid out of the general fund for the Swannanoa River Restoration Project.

Budget Impact:

Increase Transfer In	10-00-3900-900	\$11,375.70
Decrease Appropriated Fund Balance	10-00-3905-900	\$11,375.70
Increase Transfer Out	59-00-5400-651	\$11,375.70
Decrease Professional Services-Engineering	59-00-5000-403	\$11,375.70

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

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



BUDGET AMENDMENT REQUEST FORM

DATE:

01/10/22

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3900-900	Transfer In		\$11,375.70
59-00-5400-651	Transfer Out	\$11,375.70	
59-00-5000-403	Professional Services-Engineering		\$11,375.70
10-00-3905-900	Appropriated fund Balance	\$11,375.70	
Total:		\$22,751.40	\$22,751.40

REASON FOR BUDGET AMENDMENT

Transfer of Headwater Engineering Invoices that were paid in prior years out of general fund to the Swannanoa River Restoration Fund

Entered by:

Department Head signature:

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

Headwater Professional Services-River Project Vet Park

invoice	date	amount	
19-111	4/5/2019	\$ 7,480.90	includes survey and wetland delin
19-117	5/6/2019	\$ 3,121.40	
19-161	9/3/2019	\$ 773.40	
20-276	6/1/2021	\$ 13,008.47	
20-291	7/5/2021	\$ 3,600.68	

total	\$ 27,984.85
remaining	\$ 5,015.15

Total Budget	\$ 33,000.00
construction observation	\$ 6,500.00
design+permits	\$ 26,500.00

Headwaters Engineering, PC

45 Lotus Place
Asheville, NC 28804

Invoice

Date	Invoice #
9/3/2019	19-161

Bill To
Town of Black Mountain Jessica Trotman 160 Midland Avenue Black Mountain, NC 28711

Terms
Net 30

Description	Amount
Veterans Park - preliminary design and meetings May to August 2019	750.00
Mileage	23.40
1010-5400-450 OK DL 9/3/19 PO 8535 2.2.	
Thank you for your business.	Total \$773.40

Payments/Credits	\$0.00
Balance Due	\$773.40

Headwaters Engineering, PC

9 Elk Mountain Road
Asheville, NC 28804

PO 8535

Invoice

Date	Invoice #
4/5/2019	19-111

Bill To
Town of Black Mountain Jessica Trotman 160 Midland Avenue Black Mountain, NC 28711

Terms
Net 30

Description	Amount
Veterans Park - site assessment, partial completion preliminary design	2,925.00
Mileage	60.90
Subcontracted wetland delineation	1,300.00
Subcontracted survey	3,195.00
Total Reimbursable Expenses	4,495.00
1010-5400-040	
jst	
Thank you for your business.	Total \$7,480.90

Payments/Credits	\$0.00
Balance Due	\$7,480.90



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: January 10th, 2022

SUBJECT: Budget Amendment Transfer of PD Restricted Fund Balance

AGENDA INFORMATION

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

BRIEF SUMMARY:

Budget Amendment to transfer funds that is held in restricted fund balance for PD from prior years into the general fund revenue and to increase capital outlay in the Police Department for purchase of new patrol vehicle.

Budget Impact:

Increase Transfer In	10-00-3900-900	\$37,247.18
Increase Capital Outlay Expense	10-10-5100-730	\$37,247.18

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

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



BUDGET AMENDMENT REQUEST FORM

DATE:

01/10/22

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-00-3900-900	Transfer In		\$37,247.18
10-10-5100-730	Capital Outlay	\$37,247.18	
Total:		\$37,247.18	\$37,247.18

REASON FOR BUDGET AMENDMENT

Transfer Restricted Fund Balance into General Fund Revenue to use for the purchase of PD Vehicle

Entered by:

Department Head signature:

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

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: January 10, 202

SUBJECT: Update Greenway Commission Ordinance

#O-21-18

AGENDA INFORMATION

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

BRIEF SUMMARY: The Greenway Commission ordinance was outdated and needed to be revised to improve clarity and reflect best practices for appointed bodies. Staff worked with other cities and developed a draft ordinance. The Commission revised the staff-edits and voted to recommend their version of the ordinance to Town Council. The Town Attorney reviewed both versions and drafted a combined version. The Greenways Commission and staff have reviewed the Town Attorney's draft and have recommended it for approval.

MOTION FOR CONSIDERATION: To approve and adopt ***Ordinance #O-21-18*** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: ***Ordinance #O-21-18*** (staff version) and ***Ordinance #O-21-18*** (greenway commission version)

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve ***Ordinance #O-21-18*** as presented.

ORDINANCE NO. #O-21-18

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE III, DIVISION 8, GREENWAYS COMMISSION, OF THE TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December, 1993 and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January, 2010; and

NOW, THEREFORE, BE IT RESOLVED that Chapter 2, Article III, Division 8, Greenways Commission, of the Town of Black Mountain Code of Ordinances, be amended to the following:

DIVISION 8. – ~~ACTIVE MOBILITY ADVISORY COMMITTEE~~ACTIVE MOBILITY COMMISSION

Sec. 2-231. – Creation and establishment.

There is hereby established the ~~Active Mobility Advisory Committee~~Active Mobility Commission under the authority of G.S. 160A-146, to “Promote the orderly and efficient administration of city affairs...”.

Sec. 2-232. – Purpose.

There is hereby created the ~~Active Mobility Advisory Committee~~Active Mobility Commission (hereinafter “Commission”). The purpose of the Commission is to advise Town Council in form of comment or recommendations as needed on matters related to active modes of transportation. While the Commission serves in an advisory capacity, the town council makes the final decision on transportation and development issues.

Sec. 2-233. – Membership; appointment; composition; terms; reimbursement.

- (A) The Commission shall consist of seven members appointed by the Town Council. All members shall reside within the corporate ~~corporate limits of the Town of Black Mountain~~limits of the Town of Black Mountain or the limits ~~of the East Buncombe Fire District~~. When making recommendations to the town council for Commission members, the mayor will seek candidates who have the following backgrounds or experiences:
- (1) Active transportation commuting.
 - (2) Recreational cycling, walking, and/or running.
 - (3) Transportation planning and policy.
 - ~~(4) Advocacy for accessibility for people with disabilities.~~
 - ~~(5)~~(4) Transportation issues affecting children, minority, low-income, disabled or limited-English proficiency residents.
- (B) Members of the Commission shall serve terms of three years. Terms shall be staggered. Appointments shall be limited to two consecutive three-year terms, and any member who

has served two consecutive three-year terms may not be reappointed until he has been off the Commission for at least one full year. If a member of the Commission has served more than two-thirds of a full term after being appointed to complete the term of a previous board member, his or her service during the completion of that term shall be considered a full term for purposes of determining his eligibility to serve successive subsequent terms. The Town ~~Council may~~Council may dismiss any member who misses three consecutive meetings or one-half of the meetings held in a single six-month period without good cause (such as temporary severe illness of a member or of a member of such member's family or overriding but temporary business concerns). Such dismissal may be considered upon or complaint by ~~the Committee~~the Commission chairperson, a member of the Commission, or on the Town Council's own motion. A member must attend 50 percent of a meeting in order to be considered in attendance for the purposes of this policy. A member ~~of the~~of the Commission appointed by the mayor or Town Council may be automatically removed from said body for failure to attend at least one half of all regular and special meetings of the body held during the immediately preceding calendar year.

(C) Members of Commission shall serve without compensation.

Sec. 2-234. Officers; meetings.

- (a) The Commission shall select a chairperson from among its members. It shall also select from among its members a vice chairperson and secretary, elected annually by the Commission.
- (b) The Commission shall keep a record of its members' attendance and minutes of its ~~meetings, meetings,~~ and such record shall be a public record.
- (c) A majority of the members of the Commission shall constitute a quorum, and a majority vote of those present shall be required to constitute action of the Commission. The presiding members of the Commission may vote on any matter considered by the Commission.
- (d) The Commission shall hold regular meetings, the frequency of which shall be established by resolution of the Commission. Special meetings may be called by the chair to respond to time sensitive request of the Town Council as necessary.

Sec. 2-235. – Staff support.

Staff support to the ~~Active Mobility Advisory Committee~~Active Mobility Commission shall be provided by the planning director or his or her designee, as appropriate.

Sec. 2-236. – Functions.

- (a) It shall be the function and duty of ~~the Committee~~the Commission to perform the following:

Regularly review the following items as they are readied for introduction to Town Council that may impact the safety and mobility of those who travel by foot, bicycle or

other active mobility device, to ensure consistency with established town goals to improve and promote active transportation opportunities. These items reflect the usual tools and mechanism used to advance Town goals and objectives:

- a. Plans
 - b. Proposed Projects
 - c. Policies
 - d. Proposed Programs
 - e. Grant applications
- (b) From time to time the Town Council may request specific input from the Commission regarding the best interest for advancing active transportation.
- (c) In addition to requested reports, the Commission may also submit an annual report to the Town Council once per year making recommendations for the advancement of active transportation opportunities.
- (d) The Commission may offer other reports as needed for the advancement of active mobility in our community.
- (e) The Commission may coordinate with town staff and council to recommend priorities for active mobility within the town in the Commission's-Committee's annual report to Town Council.
- (f) Other duties may include:
- (1) Identify outside funding sources to support Active Mobility and inform Town staff of such sources.
 - (2) Maintain liaisons with groups of similar interest and intent within the region, in an effort to explore opportunities for connections that expand the greenways network.
 - (3) Provide outreach and education activities to promote the benefits of greenways to the local ~~population-with~~population with specific activities approved by Town Council or Staff
 - (4) Assist staff with maintenance and revision of the greenways master plan as needed, in coordination with the town council.

READ, APPROVED AND ADOPTED by a vote of _____ to _____ this the 10th day of January, 2022.

Larry B. Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN

Agenda Item Summary

Meeting Date: January 10th, 2022

SUBJECT: Budget Amendment Governor's Crime Commission Grant

AGENDA INFORMATION

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

BRIEF SUMMARY:

Budget Amendment to increase the budgeted revenue and expenditure accounts to recognize the grant award received from the Governor's Crime Commission. Project 2021-Black Mountain Police Department Local Block Grant PROJ014637 has been awarded in the amount of \$23,474.64.

Budget Impact:

Increase Special Response Team	Expense	10-10-5100-351	\$23,474.00
Increase Gov. Crime Comm Grant	Revenue	10-10-3395-300	\$23,474.00

MOTION FOR CONSIDERATION: To approve or deny the budget amendments

ATTACHMENTS: Budget Amendment

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



BUDGET AMENDMENT REQUEST FORM

DATE:

01/05/22

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
10-10-3395-300	Governor's Crime Commission Grant		\$23,474.00
10-10-5100-351	Special Response Team	\$23,474.00	
Total:		\$23,474.00	\$23,474.00

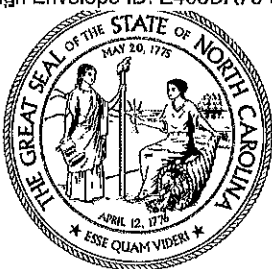
REASON FOR BUDGET AMENDMENT

Grant Award for tactical equipment

Entered by:

Department Head signature:

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



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone: (919) 733-4564 Fax: (919) 733-4625
<http://www.ncgccd.org>

GRANT AWARD

Applicant: Town of Black Mountain
Authorizing Official: Josh Harrold
Town Manager
Address: 106 Montreat Rd.
Black Mountain, North Carolina 28711-3116
Vendor Number: 566001182

Project Name: 2021 - Black Mountain Police Department -
Local Black Grant
Implementing Agency: Black Mountain Police Department
Project Director: Timothy Teves
Project Number: PROJ014637
Account Manager: Allyson Teem

Grant Period: 10/01/2021 - 09/30/2022

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$23,474.64	\$0.00	\$23,474.64
Grant Budget Total							\$23,474.64

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2021::Byrne Justice Assistance Grants	15PBJA-21-GG- 00278-JAGX	16.738	100%	\$23,474.64

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

Josh Harrold 11/15/2021 | 16:06:53 EST
Signature of Authorizing Official Date

Josh Harrold, Town Manager
Name and Title of Authorizing Official

Governor's Crime Commission

Caroline Farmer 11/15/2021 | 10:32:14 EST
Signature of Director Date

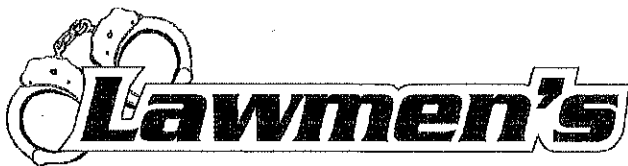
Caroline Farmer, Executive Director
Name and Title of Director

Project Director

Timothy Teves 11/15/2021 | 10:32:14 EST
Signature of Project Director Date

Timothy Teves,
Name and Title of Project Director

☐ This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-367618

11/10/2021



Customer		Contact		Ship To	
TOWN OF BLACK MOUNTAIN ATTN: ACCOUNTS PAYABLE 160 midland ave BLACK MOUNTAIN NC 28711 Tel: (828) 669-9194 Fax: (828) 669-8143				TOWN OF BLACK MOUNTAIN CHIEF STEVEN PARKER 106 MONTREAT RD BLACK MOUNTAIN NC 28711	
Account	Terms	Due Date	Account Rep	Schedule Date	
BLACKM	NET 30 Days	12/10/2021	Zachary Parke	11/10/2021	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-367618		FINEBERG	FACTORY DIRECT	1	11/10/2021 12:58:05PM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	PAP1220976HC / A86733281251 / SAFARIARMOR Protech Tactical Helmet 1220976-HC Delta 4 4-Bolt High-Cut, TACTICAL GREEN	8	\$760.00 EA	\$0.00	\$6,080.00
2	PAPPTAHSTWCF / A86733281256 / SAFARIARMOR Protech Tactical Helmet PTA-HS-TWCF Team Wendy CAM FIT Suspension System with Epic Air Pads	8	\$0.00 EA	\$0.00	\$0.00
3	PAP1177283 / A86733281269 / SAFARIARMOR Protech Tactical Helmet 1177283 Ops-Core ARC Rail Set Tactical Green	8	\$0.00 EA	\$0.00	\$0.00
4	PAP1188525 / A86733281271 / SAFARIARMOR Protech Tactical Helmet 1188525 NVG Bungee Set Green	8	\$0.00 EA	\$0.00	\$0.00
5	PAP1190915 / A86733281276 / SAFARIARMOR Protech Tactical Helmet 1190915 Wilcox I4 Three Hole Shroud Tactical Green	8	\$0.00 EA	\$0.00	\$0.00
6	PAP1192442 / A86733281283 / SAFARIARMOR Protech Tactical Helmet 1192442 PROTECH Velcro Kit Tactical Green	8	\$0.00 EA	\$0.00	\$0.00
7	PAP1180771 / A86733281278 / SAFARIARMOR Protech Tactical Helmet 1180771 Shroud Drilling 3-Hole Replacement-Repair Purposes Only	8	\$0.00 EA	\$0.00	\$0.00
8	SH SHIPPING/HANDLING	1	\$74.95 EA	\$0.00	\$74.95
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.		Tax Details NCCTTY7.00 \$430.846		Taxable Total Tax \$430.85 Exempt \$0.00 Total \$6,585.80 Balance \$6,585.80	

updated



1221 S Kansas Ave: Topeka, KS 66612
www.AtlanticSignal.com

Contact Name	Kevin Fineberg	Opportunity Name	Black Mountain Police Department-
Email	kevin.fineberg@tobm.org	Created Date	11/9/2021
Phone	(828) 419-9350	Quote Number	00459579
Terms	Net 30	Expiration Date	12/9/2021
		Prepared By	Chelsie Weckbaugh

Product	Product Description	Sales Price	Quantity	Total Price
PAT.XGN.5C	Comtac V Headset (OD Green) w/ 5c Downlead Providing both Single Comm and Dual Comm Compatibility. Includes Gel Cups, Ambidextrous Hi-Noise Boom Mic, Helmet Rail Mounts and Over the Head Transition Band. (Headset Only Available through Atlantic Signal	\$997.00	8.00	\$7,976.00
SFV.M03.5C	'SF' PTT w/ Radio Remote Volume Control wired w/ APX Series Coiled Connector	\$380.00	8.00	\$3,040.00

Total Price	\$11,016.00
Shipping and Handling	\$30.00
Grand Total	\$11,046.00
Lead Times	6 Months

All items are built to order and will be (NCNR) non-cancelable and non-returnable.
Please contact us with any questions
(E) Support@atlanticsignal.com or (P) 785-582-5823



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-367616

11/10/2021



Customer		Contact		Ship To	
TOWN OF BLACK MOUNTAIN ATTN: ACCOUNTS PAYABLE 160 midland ave BLACK MOUNTAIN NC 28711 Tel: (828) 669-9194 Fax: (828) 669-8143				TOWN OF BLACK MOUNTAIN CHIEF STEVEN PARKER 106 MONTREAT RD BLACK MOUNTAIN NC 28711 Tel: (828) 669-8143	
Account	Terms	Due Date	Account Rep	Schedule Date	
BLACKM	NET 30 Days	12/10/2021	Zachary Parke	11/10/2021	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-367616		FINEBERG	FACTORY DIRECT	1	11/30/2021 3:46:43 PM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	AVO70501188 / A33612901653 / AVON Avon 70501-188 C50 APR Assembly Medium (Please specify size when ordering) POC: KEVIN FINEBERG 828-231-8273 kevin.fineberg@tobm.org Approval Reference: DOR33/202111-20409	15	\$351.00 EA	\$0.00	\$5,265.00
2	SH SHIPPING/HANDLING	1	\$74.95 EA	\$0.00	\$74.95
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.			Tax Details NCCTTY7.00 \$373.796		Taxable Total Tax \$373.80 Exempt \$0.00 Total \$5,713.75 Balance \$5,713.75

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: December 13, 2021

SUBJECT: Board and Commission Member Applications

AGENDA INFORMATION

Agenda Location:	NEW BUSINESS
Item Number:	8A
Department:	Administration
Contact:	Savannah Parrish, Town Clerk
Presenter:	Savannah Parrish, Town Clerk

BRIEF SUMMARY: Two applications were received for Zoning Board of Adjustment from Larry Pearlman and Lauren Dodgin. ZBA cannot meet due to lack of quorum until at least one seat is filled. Two (2) 3-year terms ending June 30, 2024 and three (3) alternate vacancies.

MOTION FOR CONSIDERATION: To appoint Larry Pearlman and Lauren Dodgin to the Zoning Board of Adjustment.

FUNDING SOURCE: N/A

ATTACHMENTS: Applications from Larry Pearlman and Lauren Dodgin.

MANAGER'S COMMENTS AND RECOMMENDATIONS:



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

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

TDD 800-735-2962

www.townofblackmountain.org



The Town of Black Mountain Town Council have adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions **completely**. Incomplete applications will **NOT** be considered.

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

APPLICANT INFORMATION

NAME: Lauren Allison Dodgin DATE: 12/2/2021

PREFERRED NAME: Lauren

HOME ADDRESS: 34 Western View St, Black Mountain NC 28711

MAILING ADDRESS (if different): PO Box 847

CITY, STATE and Zip: Black Mountain, NC 28711

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

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

PHONE NUMBER(S): MAIN 828-708-3143 EMERGENCY 828-669-5008

ADVISORY BOARD/COMMISSION PREFERENCE

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

Board or Commission: Zoning Board of Adjustment Are you seeking re-appointment? Yes ☐ No ☒

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

If additional space is needed please attach a separate sheet.

My family has lived in the valley for generations. Excepting times that my husband's naval service stationed our family around the US, I have always called Black Mountain home.

I have a deep and abiding love and pride for our little town.

I have observed and participated as a citizen in Zoning Board of Adjustment meetings, and I understand how critically important they are.

My two children are now in middle and high school so I feel that I can finally dedicate the time and resources necessary to properly and fully participate on this board.

EDUCATION & CERTIFICATIONS

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

Associate in Arts - Asheville Buncombe Technical Community College - 2013

BS Geosciences - Western Carolina University - 2016

Post Graduate Certification in Project Management - Western Carolina University - 2021

EXPERIENCE & CIVIC INVOLVEMENT

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

State Employees Association of North Carolina - District 1

Consistent volunteer - Buncombe County School and WCU

I am assistant to the Executive Director of WCU Programs in Asheville. As such, I am highly detail oriented and efficient.

My academic record shows that I am capable of processing complex information, data sets and minutiae.

CERTIFICATE OF APPLICANT

This application is a public record.

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



Applicant's Signature

12/3/2021

Date

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

The Handbook and additional information may be viewed on the Town's website at
www.townofblackmountain.org



Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711

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

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APPLICANT INFORMATION

NAME: Larry Pearlman DATE: 12-30-21

PREFERRED NAME: _____

HOME ADDRESS: 203 N Park Lane

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black Mountain, NC 28711

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

EMAIL ADDRESS (this is mainly how we will communicate with you): LarryRpearlman42@gmail.com

PHONE NUMBER(S): MAIN 602-501-8471 EMERGENCY _____

ADVISORY BOARD/COMMISSION PREFERENCE

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

Board or Commission: Zoning Board of Adjustment Are you seeking re-appointment? Yes ☐ No ☒

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

If additional space is needed please attach a separate sheet.

I love Black Mountain and would like to serve in some way. This seems to me to be a good way to start being of service.

EDUCATION & CERTIFICATIONS

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

Rutgers University - B.S. Electrical Engineering

EXPERIENCE & CIVIC INVOLVEMENT

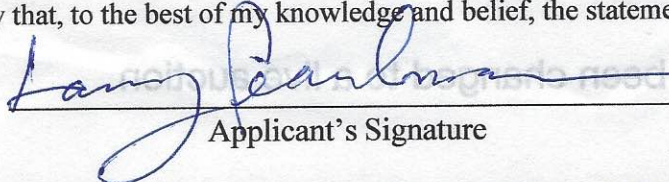
Please describe any experience you have that would contribute to the purpose of the Board or Commission in which you are applying. Please list the names of all civic organizations in which you currently hold membership.

I have served as President of the Board for a Church, a motivational sales organization, and currently the Asheville Story Telling Circle. I've been involved with the Chamber of Commerce in 2 different cities.

CERTIFICATE OF APPLICANT

This application is a public record.

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


Applicant's Signature

12-30-21

Date

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

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

Meeting Date: January 10, 2022

SUBJECT: Golf Course Snack Shop Lease Agreement

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8B
Department: Administration
Contact: Ron Sneed, Town Attorney
Presenter: Ron Sneed, Town Attorney

BRIEF SUMMARY: The current tenant would like to renew the lease for another 12 months. There are no changes from the previous lease terms. The monthly lease payment is \$400.

MOTION FOR CONSIDERATION: To approve the lease agreement for the Golf Course Snack Shop (19th Hole).

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Lease Agreement

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

GOLF COURSE SNACK SHOP LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this _____ day of January, 2022, by and between the Town of Black Mountain, a municipal corporation situated in Buncombe County, North Carolina ("Town" or "Lessor"), and Green Tee Grille, LLC ("Lessee").

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

1. The Lessee has given notice of intent to extend the lease for the 19th Hole for an additional year as allowed by the lease entered into in 2020 with a beginning date of August 1, 2020, and the term of the lease extension shall be twelve (12) months, beginning February 1, 2022, and running from February 1, 2022, until January 31, 2023 (the "extended term").
2. The Lessee shall the option to renew this lease for another additional one year term under the same terms and conditions as set out herein. If the Lessee intends to extend the lease she must give written notice to the Town in writing by certified mail or hand delivery no later than the 31st day of October, 2022. If Lessee is in default or breach or the Town deems Lessee's past performance unsatisfactory or unacceptable and has informed the Lessee in writing of past performance which it deems unsatisfactory or unacceptable, the Town may refuse the renewal, or terminate the renewal option, by notice given to the Lessee in writing and by certified mail no later than the 30th day of November, 2022. Town is under no obligation to give such notice of non-renewal unless it receives notice of Lessee's intent to renew as set out herein.
3. The Town and the Lessee may renegotiate any provisions of this Agreement for the renewal term prior to renewal at the request of the Lessee, or at the request of the Town if there are issues of performance by the Lessee during the extended term if the Town determines that renegotiation of terms will resolve the performance issues.
4. The rent for the extended term of the lease shall be \$400.00 per month. The Lessee shall be required to pay the lease payment in monthly installments with each month's payment being payable in advance beginning February 1, 2022. Future monthly payments can be paid in advance for any portion of the lease term.
5. The Lessee understands and agrees that the primary purpose of the Green Tree Grille is to cater to golf course patrons.
6. The Lessee shall be responsible for obtaining all licenses and permits, with the exception of the special occasion permit, necessary to operate said grille.
7. The Lessor shall pay the electric bill for the Green Tee Grille and the rest of that building.
8. The Lessee will retain all receipts from the operation of the Green Tee Grille.

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

10. The Town of Black Mountain will furnish the equipment and any furniture located on the premises at the time of this agreement. The Lessee shall maintain this equipment as needed for the term of the lease, but any major equipment (freezers, refrigerators, grills, ranges, ovens, and microwaves) requiring replacement will be paid for by the Lessor. All equipment and furniture currently on site will remain property of the Town of Black Mountain. Any equipment acquired to replace equipment furnished by the Town at the beginning of the lease, shall become the property of the Town. Any equipment added by the Lessee shall be the property of the Lessee and may be removed at the end or upon termination of this lease. Lessee may donate such equipment to the Town unless the Town directs that the Lessee remove any such equipment at the end or upon termination of the lease term.

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

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

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

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

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

16. The Lessee and his/her employees of Green Tree Grille, LLC, will abide by all Federal, State and Local laws, regulations and ordinances.

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

conversations of patrons.

18. The Lessee will ensure that the Town of Black Mountain will have a key to each entrance of the Green Tee Grille.

19. The minimum days and hours of operations for the Green Tree Grille shall be the same as the days and hours of the Golf Course Pro Shop:

9:00 a.m. until 5:00 p.m. during daylight savings time (spring and summer)

10:00 a.m. until 4:00 p.m. during standard time (fall and winter) Seven (7) days a week

(*The Green Tree Grille shall not be required to remain open during times of inclement weather or when the pro shop is closed, and may be closed at any time with the permission of the Golf Course Manager.)

20. The Lessee shall be responsible for maintaining and cleaning the snack shop area, to include the restrooms, in a manner satisfactory to the Golf Course Manager, but Lessor shall provide all materials (paper towels, toilet paper, soap, etc.) for the restrooms.

21. The Lessee shall provide a menu for the Green Tree Grille, that shall be reviewed by the Golf Course Manager.

22. The Lessee will permit any operation assessment team access to the Green Tree Grille for review, observation or evaluation, as the Town of Black Mountain deems necessary.

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

24. If the Lessee chooses to sublet or sell his/her interest in this lease or the Green Tree Grille the Lessee will need the approval of the Town of Black Mountain.

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

THE TOWN OF BLACK MOUNTAIN

GREEN TEE GRILLE, LLC

By: _____
Josh Harrold, Town Manager

By: _____
Karen M. Davis, Managing Member

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: January 10, 2022

SUBJECT: Public Hearing to Add Text for Mobile Food Vendors and Mobile Food Vendor Courts
#O-21-20

AGENDA INFORMATION

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

BRIEF SUMMARY: The Town currently does not have any regulations for mobile food vendors or mobile food vendor courts. The proposed text provides a list of requirements to operate as a mobile food vendor or mobile food vendor court and the districts in which they are allowed. The Planning Board recommended the amendment at their November 22nd meeting with a vote of 6-0.

MOTION FOR CONSIDERATION:

1. To open the public hearing for ***Ordinance #O-21-20*** for amendments to add text for mobile food vendors and mobile food vendor courts.
2. To close the public hearing.
3. To adopt ***Ordinance #O-21-20*** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: ***Ordinance # O-21-20***

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve ***Ordinance #O-21-20*** as presented.

ORDINANCE #0-21-20

AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS, CHAPTER 4, SECTION 4.7.16, TABLE OF PERMITTED USES, AND CHAPTER 5, SECTION 5.24 AND 5.25. OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD TEXT FOR MOBILE FOOD VENDORS AND MOBILE FOOD VENDOR COURTS

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

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

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it promotes and supports the recommended sign ordinance and supports the orderly and planned community goals of the comprehensive plan;

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

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

- Promotes and supports the recommended sign ordinance and supports the orderly and planned community goals of the comprehensive plan.

WHEREAS, after notice duly given, a public hearing was held on January 10, 2022, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 1, Section 1.2.3; Chapter 4, Section 4.7.16; and Chapter 5, Section 5.24 and 5.25, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 1

Section 1.2.3 – Definitions.

Mobile food vendor – any mobile food unit, pushcart or motor vehicle, including all machines designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle, which is purposed for the sale for consumption of food and beverages.

Mobile food court/food vendor court: a tract of land providing spaces for two or more mobile food vendors to offer food or beverages for sale to the public.

Chapter 4

Section 4.7.16 – Table of permitted uses.

Category	Uses	CR -1	SR- 2	TR- 4	UR -8	NM U-8	OI- C	CB D	HB -8	LI- 8	HI- 0
<u>Commercial</u>	<u>Mobile Food Vendors</u>					<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Commercial</u>	<u>Mobile Food Vendor Courts</u>					<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Chapter 5

Section 5.24 – Mobile food vendors.

A. Permit required.

1. **Any mobile food vendor operating in the Town of Black Mountain must obtain a permit issued by the zoning administrator.**
 2. **The vendor shall submit an application to Planning Department, which shall include a site plan showing the location or locations where the mobile food vendor will operate and demonstrate that all requirements of this ordinance can be met while operating at each location.**
 3. **The vendor shall only operate at those locations specified in the permit.**
 4. **A permit shall be valid for a period of one year from the date of issuance.**
- B. A valid health department inspection grade card from the Buncombe County Health Department shall be visually displayed on the mobile food truck or cart in clear view of all patrons.**
- C. Mobile food vendors shall operate only on private property with permission of the owner. No mobile food vendor shall operate on a public street, sidewalk or right-of-way.**
- D. Mobile food vendors shall comply with the setback requirements for the zoning district in which the truck or cart is operating and, for purposes of setback regulations, shall be treated as a building or structure. No mobile food vendor shall be parked closer than ten feet (10') from a structure or other mobile food vendor.**
- E. Each mobile food vendor shall have sufficient space to maneuver onto the lot and to allow for safe access by pedestrians and emergency response vehicles.**

- F. At least one onsite parking space per mobile food vendor is required, except that no onsite parking shall be required for a mobile food vendor operating in the Central Business District. Allocation of parking spaces to the mobile food vendor must not reduce available parking for other uses such that those uses would no longer meet minimum parking requirements.
- G. Mobile food vendors shall remove trash and litter from the site each day and as needed. Mobile food vendors must maintain cleanliness of the site.
- H. No temporary toilet facilities are allowed.
- I. These regulations do not apply to mobile food vendors operating solely as part of a special event for which a permit has been issued by the Town of Black Mountain.

Section 5.25 – Mobile food vendor courts.

- A. Site requirements.
 - a. Before obtaining a zoning permit, the owner shall submit a site plan showing the location of mobile food vendors, kitchen or restroom facilities, seating for patrons, site maneuvering, and parking.
 - b. There shall be at least one trash can per vendor or one dumpster for the entire court (see screening requirements).
 - c. Outdoor seating is allowed.
 - d. Permanent restroom facilities are allowed.
 - e. A permanent, on-site commissary kitchen is allowed.
 - f. Permanent power is recommended.
 - g. Permanent water connections are allowed with proper permitting.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 10th day of January 2022.

Larry Harris, Mayor

ATTEST:

Savannah Parrish, Town Clerk