Amended

TOWN OF BLACK MOUNTAIN

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

Date: November 14, 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.

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

1. CALL TO ORDER

- Welcome
- Prayer – Rev. Richard White, Christ Community Church
- Pledge of Allegiance
- Announcements
- Ethics Statement*: In accordance with the Code of Ethics adopted by the Council, all council members have a duty to conduct the affairs of the governing board in an open and public manner free of conflicts of interest. Is there any item on the agenda the outcome of which will have a direct, substantial, and readily identifiable financial impact for any Council member, his or her family or close business associates? Does any council member have a financial interest in any public contract coming before this Council today?*
  There being none all Board members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS & RECOGNITION

A. Life Saving Award – Chief Coffey

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. BearWise Report – Ashley Hobbs
B. Golf Course Annual Report – Brent Miller
C. Post Construction Stormwater Inspection Requirements – Jessica Trotman

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 October 6, 2022 Special Call Meeting, the October 6, 2022 Agenda Meeting, the October 10, 2022 Regular Meeting, the October 10, 2022 Closed Session Meeting.*

B. Budget Amendment to Increase the Budgeted Expenditure Amount for the Stormwater Master Plan

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

C. Budget Amendment to Increase Salaries of Part-Time Employees

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

D. Budget Amendment to Increase Funding for Montreat Road Bike Boulevard

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

E. Skyrunner Inc. License to Formalize Usage of Town Property for Maintenance of Small Radio Communication Antenna at Fire Station #1

Motion: *I move that Town Council approve the Tower License Agreement as presented and authorize the Town Manager to negotiate and execute a license agreement with Skyrunner Inc.*

Consent Motion: To approve consent item A-E 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. Duke Energy Progress Easement for Parcel #07104190920000

***Motion**: To approve the Duke Energy Progress Easement.*

B. Highway 70 Waterline Update Capital Project Fund Ordinance

***Motion**: To approve the Capital Project Fund Ordinance as presented.*

C. Amendment to ARPA Grant Project Ordinance and Amendment to FY 2022-2023 General Fund Annual Budget Ordinance ***#O-22-09***

***Motion**: To approve the amendment to the ARPA Grant Project Fund Ordinance, Amendment to the FY 2022-2023 General Fund Annual Budget Ordinance and Transfer of funds from ARPA Grant Project Fund to the General Fund to cover approved projects.*

D. Resolution for Honeycutt Street One-Way

***Motion**: To approve **Resolution #R-22-23** to turn Honeycutt Street one-way going westbound from West Street to Montreat Road.*

E. Facilities Use Agreement-Carver Center

***Motion**: To approve the facilities use agreement as presented.*

F. **Historic Preservation Commission** - (2) 3-year terms ending June 30, 2025

One application received from Amy Pate. One vacancy will remain open pending new applications.

***Motion:** To appoint Amy Pate to fill a 3-year term ending June 30, 2025.*

G. Billboard Lease at Community Garden

***Motion**: I move that Town Council direct town attorney/staff to pursue new lease opportunities.*

H. Broadway Avenue Crosswalk Discussion

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.*

10. COMMUNICATION FROM STAFF

A. Town Attorney – Ron Sneed

B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. ADJOURNMENT

Josh M. Harrold

Josh Harrold
Town Manager

PUBLIC NOTICE

BLACK MOUNTAIN TOWN COUNCIL
JUNTA DEL AYUNTAMIENTO

Thursday, November 10, 2022 at 5:00 p.m.
Jueves 10 de Noviembre 2022 a las 5:00 p.m.

The Black Mountain Town Council will meet for their monthly Agenda Workshop Meeting on **Thursday, November 10, 2022 at 5:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC.

The meeting is open to the public. Está abierta al público.

Savannah Parrish
Savannah Parrish
Town Clerk

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

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

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Visite www.townofblackmountain.org para obtener paquetes de la agenda y otra información.

Posted to the Town Bulletin Board 10/19/2022

PUBLIC NOTICE
NOTICIA PÚBLICA

BLACK MOUNTAIN TOWN COUNCIL

REGULAR SESSION MEETING
JUNTA DEL AYUNTAMIENTO

Monday, November 14 at 6:00 p.m.
Lunes 14 de Noviembre 2022 a las 6:00 p.m.

The Black Mountain Town Council will meet for their monthly Regular Session Meeting on **Monday, November 14, 2022 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC.

The meeting is open to the public. Abierta al público.

Savannah Parrish
Savannah Parrish
Town Clerk

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Posted to the Town Bulletin Board 10/19/22

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
AGENDA WORKSHOP MEETING MINUTES
October 6, 2022

THE BLACK MOUNTAIN TOWN COUNCIL held an agenda workshop Thursday, October 6, 2022 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, October 10, 2022 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

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

Resolution for Demolition of 621 Padgettown Road was removed from the agenda in September, but staff is now ready to move forward.

The Town Manager requested that a closed session be added to the agenda for the meeting on October 10, 2022.

Council Member Pertiller also requested that an item be added to the agenda, Cost of Living Increases for Part-Time Staff.

Mayor Harris asked that Attorney Sneed be prepared to speak on the Town Square Use Policy in the context of permitted uses and free speech issues. The Town Clerk was directed to send the Town Council a copy of the Town Square Use Policy.

Council Member Archie Pam King moved to approve the agenda as amended. The motion was approved by a vote of 5-0.

2. ADJOURNMENT

There being no further discussion Mayor Larry B. Harris adjourned the meeting at 5:10 p.m.

ATTEST:

_____	_____
Savannah Parrish, Assistant to Manger/Town Clerk	Larry B. Harris, Mayor

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
SPECIAL CALL MEETING MINUTES
October 6, 2022

THE BLACK MOUNTAIN TOWN COUNCIL held a special called meeting on Thursday, October 6, 2022 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

CALL TO ORDER

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

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

The following staff members were present:
Josh Harrold, Town Manager
Savannah Parrish, Town Clerk
Ron Sneed, Town Attorney

Mayor Harris called the meeting to order at 8:30 a.m. Manager Harrold then presented a review of the American Rescue Plan Act Funds which have already been committed. Those projects include the Lake Tomahawk dam repair; waterline replacement along U.S. 70, the Charlotte Street sidewalks, repairs to the Grey Eagle Arena, an apron for the bay of the Public Safety building and future pickleball courts.

The Town Council moved the discussion to potential future allocations for the remainder of the American Rescue Plan Act Funds. Council Member King expressed the desire to hold sufficient funds to implement the pay and classification study, as well as the Parks and Recreation Master Plan. Council Member Christy voiced support for purchasing trash and recycling cans which the town would provide to the public.

There was also some discussion concerning the need to address maintenance needs around town including the tennis and basketball courts at Cragmont Park, and renovation of the restrooms on Cherry Street.

The Town Council acknowledged the need to provide the public with an opportunity to comment on their desired projects and will revisit the discussion at a later date.

Golf Course Streambanks and Stormwater Utility Collections were also addressed in the meeting. No action was taken.

Mayor Harris announced new process for the Town Manager annual review process in order to allow more of a conversation. This will now be a two-part process in which the Town Council will review the Manager's performance and then follow up in a second meeting to allow the Manager to share his goals for the next year, based on the feedback from the previous meeting. Council Member Christy thanked Council Member King for her leadership on this matter.

ADJOURNMENT

There being no further business, Mayor Harris adjourned the meeting at 9:25 a.m.

ATTEST:

_____ _____

Savannah Parrish Town Clerk Larry B. Harris, Mayor

_____

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN

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

Date: **October 10, 2022** 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 – absent
Council Member Archie Pertiller
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 introduced Cheryl Wilson, who led the invocation. Mayor Harris then led the public in the Pledge of Allegiance, read the ethics statement, and reminded the public of the Council's duty to vote, save a conflict of interest.

Mayor Harris requested that two items be added to the agenda under new business. **Item 8F – Cost of Living Increases for Part-Time Employees**, and **Item 8G – Personnel and Wage Changes in the Public Works Department**.

Council Member Bill Christy moved to add items 8F and 8G to the agenda. The motion was approved by a vote of 4-0.

2. PROCLAMATIONS, AWARDS & RECOGNITION

Mayor Harris read a proclamation acknowledging Indigenous Peoples Day.

Black Mountain Police Department was recognized by the North Carolina League of Municipalities and the Town Council for the successful completion of the Law Enforcement Risk Review Process.
The Risk Review involves a comprehensive agency review of the high-risk policies, operations, and practices and includes a detailed on-site agency administrative and operations review, including: equipment and facility inspections, officer interviews, and observation of operations, all to validate those practices align with policy and in turn with industry best practices.

3. CITIZEN COMMENTS

Marian Kaminitz of 360 Genesis Circle spoke as a representative of the Friends of the Community Garden, a member group of the Black Mountain Parks and Greenways Foundation, as well as a volunteer in the Community Garden. She advocated for making the position of the Garden Manager a full-time, professional level management position.

Billie Jo Workman of 307 Genesis Circle made a complaint regarding her trash pickup service.

Weston Hall of 100 Portman Villa Road also spoke in support of moving the Community Garden Manager's position to a full-time classification. Mr. Hall also suggested the council form a committee of the American Rescue Plan Act funds for transparency and addressed the salaries of the Town's firefighters.

Diana McCall of 12 Blue Ridge Assembly Drive requested that the Community Garden Manager's position be made a full-time position.

Rodney Wolfe of 10 Silver Lining Drive spoke in support of the demolition of 621 Padgettown Rd.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

The annual stormwater report presented by Planning Director Jessica Trotman and Stormwater Technician Anne Phillip. Director Trotman began by reminding the council that all stormwater regulations come from the Clean Water Act and went over what has been accomplished in the past year including hiring the first dedicated staff and improving the billing process. The presentation is included as an attachment to these minutes.

Attorney Ron Sneed reviewed the Town Square Use Policy.

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 September 8, 2022 Agenda Meeting, the September 12, 2022 Regular Meeting, the September 12, 2022 Closed Session Meeting, and the revised minutes of the August 4, 2022 Closed Session Meeting.*

Council Member Archie Pertiller moved to approve consent item A as presented. The motion was approved by a vote of 4-0.

6. CITIZEN COMMENTS

None.

7. UNFINISHED BUSINESS

None.

8. NEW BUSINESS

A. Resolution for Demolition of 621 Padgettown Road #***R-22-20***

In January of 2022, town staff began conversations with the property owner concerning the condition of the structure located on her property. Several complaints from neighbors were received concerning the safety of the general public. Town staff inspected the property and found numerous life safety issues. The property owner was given ample time to correct the issues and failed to do so. A hearing was held before the building inspector and the opportunity for appeal was presented. The town has received no further communication from the property owner since July 8, 2022. Staff left a message with the property owner in September 2022, but never received a phone call back.

Council Member Bill Christy moved to authorize demolition of the structure and authorize town staff to contract for and carry out the demolition of the structure. The motion was approved by a vote of 4-0.

B. Water Billing Policy

Town staff presented the Town Council with changes to the Water Billing Policy that would allow the Town Manager or their designee to waive certain fees due to unforeseen circumstances or hardships. The fee waivers will be determined on a case-by-case basis.

Council Member Doug Hay moved to approve the revised water billing policy as presented. The motion was approved by a vote of 4-0.

C. Padgettown Place Water Line Acceptance

Padgettown Place asked the town to take over the subdivision's waterlines. The Town Manager recommend that the lines be accepted into the Town's system, as in common practice at this stage of construction. The lines have been installed to meet town and state specifications.

Council Member Archie Pertiller voted to accept the water lines in Padgettown Place into the Town water system. The motion was approved by a vote of 4-0.

D. Town Council Subcommittee Policy Discussion

At the direction of Town Council, staff created the draft Town Council Subcommittee Policy to inform the establishing and procedures of subcommittees. After some discussion, the Town Council decided to table the discussion of subcommittees until a later date.

E. Bike Boulevard Montreat Road Crossing Update

Traffic Planning and Design has presented staff with two options for the Montreat Road crossing for the Grey Eagle Bike Boulevard. The original budget and scope focused on bike improvements. The location for the crossing, however, is also suitable for pedestrians. Americans with Disabilities Act (ADA) design criteria do not apply to the bike only crossing, however the criteria does apply if pedestrian improvements are included in crossing, which exceeds the original project budget.

Council Member Bill Christy moved to approve the changes to the bike boulevard and to add the Americans with Disabilities Act compliant pedestrian improvements. The motion was approved by a vote of 4-0.

F. Cost of Living Increases for Part-Time Employees

Council Member Archie Pertiller moved to approve a 6% cost of living increase for part-time employees. The motion was approved by a vote of 4-0.

G. Personnel and Wage Changes in the Public Works Department.

Two current Public Works employees would like to move to the Sanitation Department for a pay raise. The salary increase is in-line with other sanitation employees. Rylie Ogle's salary would increase from $33,342 to $37,440 and Alden Connley's salary would increase from $34,174 to $37,440, their hourly wage would be $18 per hour.

Council Member Doug Hay moved to approve the wage and personnel changes in the Public Works Department. The motion was approved by a vote of 4-0.

9. PUBLIC HEARING

None.

10. COMMUNICATION FROM STAFF

The Town Manager reminded the Council and public that the Volunteer Appreciation Luncheon will be held on October 13th in the Public Safety Building and that Town Offices will be closed for Veterans Day.

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Council Member King reminded the public that early voting begins on October 21st.

Council Member Christy acknowledged World Mental Health Day. Mayor Harris recommended having a workshop to learn more about mental health challenges facing the community.

12. CLOSED SESSION

A. Closed Session to consult with the Town Attorney as permitted by North Carolina General Statue 143-318.11(3)

Council Member Pam King moved to enter into Closed Session as permitted by NC General Statue 143-318.11(3). The motion was approved by a vote of 4-0.

Town Council returned to open session at 8:13 p.m.

13. ADJOURNMENT

Council Member Bill Christy moved to adjourn the meeting. The motion was approved by a vote of 4-0.

There being no further business, Mayor Harris adjourned the meeting at 8:13 p.m.

ATTEST:

_____ _____

Savannah Parrish Town Clerk Larry B. Harris, Mayor

_____

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN
Agenda Item Summary
Meeting Date: January 10th, 2022

SUBJECT: Multiple Budget Amendments

AGENDA INFORMATION

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

BRIEF SUMMARY:

1. Budget Amendment to increase the budgeted expenditure amount for the Stormwater Master Plan. Funds appropriated in prior fiscal year but not completed until FY23. Allocation of funds that was moved to fund balance at the close of prior year. Funds allocated from fund balance.

   Budget Impact:

Increase Professional Services Engineering	Expense	$32,000.00
Increase Appropriated Fund Balance	Revenue	$32,000.00

2. Budget Amendment to increase budgeted part-time salaries and taxes. Board approval to provide a 6% COLA increase to part-time employees not previously budgeted.

   Budget Impact:

Increase Wages and Taxes	Expense	$23,600.00
Increase Appropriated Fund Balance	Revenue	$23,600.00

3. Budget Amendment to increase funding of Bike Crossing. Board approved change in scope of work to include ADA compliant pedestrian crossing.

   Budget Impact:

Increase Wages and Taxes	Expense	$23,600.00
Increase Appropriated Fund Balance	Revenue	$23,600.00

**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 AMENDMENT REQUEST FORM

DATE: **11/14/22**

BUDGET NUMBER

Account #	Account Desc	DEBIT	CREDIT
210-4810-57610	**Capital Outlay - Street/Bridge/Sidewalk/Greenway**	**$32,000.00**	
210-7000-48590	**TRANSFER IN**		**$32,000.00**
100-0000-48900	**APPROPRIATED FUND BALANCE**		**$32,000.00**
100-7000-59510	**TRANSFER OUT**	**$32,000.00**	
Total:		**$64,000.00**	**$64,000.00**

REASON FOR BUDGET AMENDMENT

Additional funds needed from general fund balance to complete funding on Bike and ADA compliant pedestrian crossing. Originally quoted 20,000. Prices increased due to changing scope of job from bike crossing to bike and pedestrian crossing.

Entered by:

Department Head signature:

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

BUDGET AMENDMENT REQUEST FORM

DATE: 11/14/22

BUDGET NUMBER

Account #	Account Desc	DEBIT	CREDIT
100-0000-48900	APPROPRIATED FUND BALANCE		$23,600.00
100-7000-59510	TRANSFER OUT	$11,000.00	
100-4510-50101	WAGES - PART TIME, TEMP EMPLOYEES	$4,800.00	
100-4510-50210	FICA EXPENSE	$1,000.00	
100-4700-50101	WAGES - PART TIME, TEMP EMPLOYEES	$1,800.00	
100-4700-50210	FICA EXPENSE - GAP	$200.00	
100-4711-50101	WAGES - PART TIME, TEMP EMPLOYEES	$800.00	
100-4711-50210	FICA EXPENSE - LVC	$100.00	
100-4710-50101	WAGES - PART TIME, TEMP EMPLOYEES	$3,700.00	
100-4710-50210	FICA EXPENSE - PF	$200.00	
200-7000-48590	TRANSFER IN		$7,200.00
200-4520-50101	SALARIES-PART-TIME/AUX/TEMP	$7,200.00	
650-7000-48590	TRANSFER IN		$3,800.00
650-5810-50101	WAGES - PART TIME, TEMP EMPLOYEES	$3,500.00	
650-5810-50210	FICA EXPENSE	$300.00	
Total:		$34,600.00	$34,600.00

REASON FOR BUDGET AMENDMENT

Appropriation of Fund Balance to increase part-time employees salaries by 6% COLA and the increase in projected FICA tax payable as a result of the Salary Adjustments.

Entered by:

Department Head signature:

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

BUDGET AMENDMENT REQUEST FORM

DATE: **11/14/22**

BUDGET NUMBER

Account #	Account Desc	DEBIT	CREDIT
630-0000-48900	**APPROPRIATED FUND BALANCE**		**$32,000.00**
630-5500-52012	**Professional Services-Engineering and Design**	**$32,000.00**	
Total:		**$32,000.00**	**$32,000.00**

REASON FOR BUDGET AMENDMENT

Funds needed to complete Stormwater Master Plan originally budgeted within 21-22 budget but will not be completed until 22-23 budget year. Transfer funds that rolled into fund balance with the closing of prior fiscal year.

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: November 14, 2022

SUBJECT: Skyrunner Inc. License to Formalize Usage of Town Property for Maintenance of Small Radio Communication Antenna at Fire Station #1

AGENDA INFORMATION

Agenda Location: **CONSENT**
Item Number: 5F
Department: Administration
Contact: Angela Reece, Project & Facilities Manager
Presenter: Josh Harrold, Town Manager, Ron Sneed, Town Attorney

BRIEF SUMMARY: The Town owns a radio/communications tower located behind Fire Station #1 located at 106 Montreat Road, Black Mountain, NC 28711 Skyrunner Inc. has installed and operated radio communications equipment on the tower and houses it equipment used in conjunction with the antenna placed on the tower on Town property for several years. The Town wishes to formalize the right of the user (Skyrunner) to maintain installation of such equipment on the tower subject to the terms and conditions of the attached agreement.

MOTION FOR CONSIDERATION:

I move that Town Council approve the Tower License Agreement as presented and authorize the Town Manager to negotiate and execute a license agreement with Skyrunner Inc. for the right to maintain installation of a radio communications antenna located on Town property (tower).

FUNDING SOURCE: N/A

ATTACHMENTS: Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: N/A

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of November, 2022, between the TOWN OF BLACK MOUNTAIN, located at 160 Midland Ave, Black Mountain, NC 28711 ("Owner" or "Licensor") and Skyrunner Wireless Incorporated, 5 Ravenscroft Drive Asheville NC 28805. A North Carolina Corporation ("User" or "Licensee").

RECITALS

A. Owner owns a radio/communications Tower located behind the Fire Department at 106 Montreat Road, Black Mountain, NC 28711 (the "Tower") located at the same address, more particularly described in Exhibit A (the Premises").

B. User has installed and operated radio communications equipment on the Tower and houses it equipment used in conjunction with the antenna placed on the Tower on Town property.

C. Owner wishes to formalize the right of the User to maintain installation of such equipment on the Tower subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements contained herein, Owner and User hereby agree as follows:

1. Incorporation by Reference. The details of Exhibit A and Exhibit B are incorporated by reference in, and are made a part of, this Agreement.

2. License. (a) Owner grants to User, and User accept as from Owner, a non-exclusive license (the "License") to install, maintain and operate, at User's sole cost and expense the equipment and any related property of User as more particularly described on Exhibit B (collectively referred to as "User's Equipment").

(b) The initial term of this Agreement ("Term") shall commence on that 1st day of December, 2022, and shall be for a period of five (5) year. This Agreement may be renewed by the User for one (1) year terms for up to five years if it gives written notice of its intent to renew at least thirty but not more than 120 days prior to the end of the then current term, subject to the right of either party to terminate this license as set out herein

(c) Either party may terminate this license with 120 days written notice to the other party, or at the end of the first five year term or each one year extension with thirty days written notice to the other party if the User has not given written notice of its intention to renew prior to the notice of termination from the Owner.

3. Use of Tower. (a) User agrees that during the Term of this Agreement, User will install, maintain and operate at its sole cost and expense User's Equipment: (i) in good order and condition, (ii) in compliance with all applicable Federal, state and local laws, statutes, rules codes, and regulations, including those of the Federal Communications Commission ("Applicable Laws") and (iii) in a manner which will not interfere with Owner's or any other party's use or operation of radio or other communications equipment on the Tower.

(b) If the installation or use of User's Equipment violates the provisions of clause (iii) of Section 3(a), User shall discontinue its use of User's Equipment and take such action as may be necessary to eliminate such interference to the satisfaction of Owner or, if such interference cannot be eliminated, remove User's Equipment. In such event, this Agreement shall immediately terminate. User has satisfied itself and hereby represents and warrants to Owner that no such interference shall result to the currently-existing equipment.

(c) User shall have access to the Premises between the hours of 8 A.M. and 5 P.M. Monday through Friday, except in the case of emergencies, in which case access will be permitted at any time of day subject to the reasonable security safety and identification procedures required by Owner, for the purpose of installing, operating, inspecting, servicing, maintaining, repairing and removing Users Equipment. In the case of non-emergencies, User shall have access to the Premises outside the permitted hours as stated above, so long as User pays Owner an hourly rate of Twenty-Five

Dollars ($25.00), to be paid with the following monthly License Fee (defined below).

4. Utilities. User will utilize the existing electric circuits at the Premises. Payment for utilities shall be considered as included in the Base License Fee as defined in Section 5.

5. License Fees. During the Term, User shall pay Owner monthly license fees ("Base License Fees") in the amount of Two Hundred Dollars ($200.00), payable in advance, commencing on December 1st, 2022, and such rental amount shall increase by 5% of the base rental stated on the first anniversary of this lease and each year thereafter.

6. Insurance. User shall maintain insurance to protect Owner and User against any and all claims, demands, actions, judgments, costs, expenses and liabilities which may arise out of or result, directory or indirectly, from the installation, maintenance or operation of User's Equipment or use of the Tower or Premises, except such liability as shall arise in whole out of, or result in whole from, the negligence or intentional conduct of Owner. The amounts of such insurance against liability due to damage of property shall be One Million Dollars ($1,000,000) as to any one occurrence and against liability due to injury or death of a person shall be One Million Dollars ($1,000,000) as to any one person and One Million Dollars ($1,000,000) as to any one occurrence. All insurance required hereunder shall name Owner as an additional insured and shall require at least twenty (20) days prior notice to Owner of any cancellation or modification. Certificates evidencing such insurance shall be delivered to Owner upon request.

7. Indemnification. Each party shall indemnify and hold harmless the other, its agents, subsidiaries, employees, shareholders, members, officers, directors and affiliates, whether direct or indirect (collectively, the "Indemnified Parties"), against and from any and all liability, damages, claims and demands whatsoever, including reasonable attorney's fees and expenses, suffered or incurred by any of the Indemnified Parties in connection with or as a result of the failure of the other party to perform any of its obligations under this Agreement.

8. Condition of Premises. User has visited and inspected the Premises and accepts the physical condition thereof and the uses permitted under Applicable Laws and acknowledge that no representations or warranties have been made to User by Owner as to the condition of the Premises, including the Tower, and/or the storage facilities, or as to any engineering data. User shall repair, in a manner acceptable to Owner, any damage to the Premises that results from, or arises through, the use, maintenance, removal and/or operation of User's Equipment on the Tower and/or acts or omissions of User, its agents, contractors and/or employees, reasonable wear and tear excepted.

9. Reservation of Rights; Inspection. Owner reserves to itself, its successors and assigns, the right to maintain the Premises and to operate and permit others to operate its facilities thereon in such manner as will best enable it to fulfill its and their own service requirements.

10. Subordination. This Agreement and all rights hereunder shall be subordinate and subject to every mortgage or deed of trust now existing or hereafter executed covering the Premises or any part thereof, and User agrees to execute and deliver any instrument reasonably requested by Owner consenting to any such mortgage or deed of trust and subordinating this Agreement to such mortgage or deed of trust.

11. Loss or Damage. (a) User assumes and shall bear the entire risk of loss of and damage to User's Equipment. No loss of or damage to User's equipment shall terminate or permit User to terminate this Agreement.

(b) In the event of damage by fire or other casualty to the Premises (including the building in which the Radio Equipment is located) not caused by User, its agents, contractors or employees which materially interferes with User's use of the Tower and User's Equipment, User may terminate this Agreement upon thirty (30) days prior written notice to Owner unless within such period Owner elects to repair such damage. If Owner elects to repair such damage, this Agreement shall remain in effect, Owner shall use reasonable efforts to repair such damage and a proportionate amount of Base License Fees based on the interference with User's use of User's Equipment, shall abate from the occurrence of the damage to the time the same is substantially repaired.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

13. Confidentiality. Owner and User agree not to disclose, without written consent of the other party, any of the terms of this Agreement, except as required by governmental authority, in which case the other party will be promptly informed. Owner and User further acknowledge and agree that information submitted by Owner and User to the other party

concerning the equipment, methods of operation or business affairs of Owner and User (the "Shared Information") is proprietary and confidential and that the Shared Information is solely for Owner's and User's use in connection with the Agreement.

14. Assignment. User may not assign this Agreement or any of its rights or obligations under this Agreement without the written consent of Owner, which will not unreasonably be withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

15. Notices. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand, overnight courier service or mailed by certified mail, return receipt requested, to the parties hereto at their respective addresses listed directly below, or at such other address as either party hereby may, be written notice, hereafter give to the other.

(a) Owner:
Town of Black Mountain
160 Midland Ave,
Black Mountain, NC 28711

(b) User:
Skyrunner Inc.
5 Ravenscroft Drive
Asheville, NC 28805

16. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with, and the rights of the parties shall be governed by the laws of North Carolina applicable to agreements made and performed in that state, except to the extent that specific rights or remedies affecting agreements relating to real property are governed by the laws of the state in which the Premises are located.

17. Severability of Void Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were modified or omitted to the minimum extent necessary so that the remainder of the Agreement is enforceable.

18. Taxes/Expenses: Any and all local property taxes levied against the Premises that are based on User's Equipment located on the Premises shall be paid by the User.

IN WITNESS WHEREOF, Owner and User have executed this Agreement on the date or dates staged below.

OWNER:

Town of Black Mountain

By: _____
Name: Josh Harrold
Title: Town Manager

USER:

Skyrunner Wireless Incorporated

By: _____
Name: J.J. Boyd
Title: President

EXHIBIT A

Premises: real property located at 106 Montreat Rd, Black Mountain, NC 2871:

- Tower access at Fire Station with wire access through an unobtrusive location shielded from rain ingress. Space provide for interconnection to an existing Fiber Optic cable in the communications room in an existing communications rack and using less than 12 inches of vertical space. Any equipment needed will be furnished by Skyrunner Wireless at no cost to Owner.

EXHIBIT B

User's Equipment:

(a)
Radio Equipment:
10 Vertical feet of tower space.
Inventory as of 6.2.22
Ubiquiti RP-5AC-Gen2 (Rocket5AC Prism Gen2)
Netonix WS-12-250-DC
Ubiquiti PBE-5AC-500 (PowerBeam5AC 500)
MikroTik CCR1009-7G-1C-1S+
Ubiquiti AF-24-US
Ubiquiti AF-5XHD
Ubiquiti AF60-LR-US

(b)
Equipment Shelter:
Closet space on ground floor
Space within fire dept for power access.

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: November 14, 2022

SUBJECT: Duke Energy Progress Easement Agreement

AGENDA INFORMATION

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

BRIEF SUMMARY: Fred Alexander is requesting that the Town Council grant an easement to Duke Energy Progress so that he may move forward with placing electrical lines on his property.

MOTION FOR CONSIDERATION: To approve the easement agreement with Duke Energy as presented.

FUNDING SOURCE: N/A

ATTACHMENTS: Letter from Fred Alexander, Draft Easement Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve the easement agreement with Duke Energy as presented.

TOBM,

I have been working to get electrical power at my property at 134 East st (old 118 East st.) for some time. I have found liaison with Duke and Buncombe County somewhat challenging. TOBM has been great. Even though TOBM has already granted me permits for electric access and a driveway, Duke is asking for a written easement over the same spot where my drive is now, where TOBM has already decided to allow me to use for utility and vehicular access.

I have attached your already issued permits showing the same identical R-O-W.

Please execute the attached affidavit for Duke and I will be happy to forward it to them, or let me know that you have completed their request.

I apologize for this imposition. Thanks much for your help.

W. Fred Alexander
770-823-0976513 Tomahawk Ave.

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Jennifer Blankenship
555-A Brevard Rd.
Asheville, NC 28806

Parcel # 071041909200000
071041900300000

EASEMENT

State of North Carolina

County of Buncombe

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **THE TOWN OF BLACK MOUNTAIN**, a North Carolina municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 5446, Page 885, Buncombe County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

THE TOWN OF BLACK MOUNTAIN
a North Carolina municipal corporation

_____ (SEAL)
Larry B. Harris, Mayor

Attest:

_____
Savannah Parrish, Town Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Savannah Parrish personally appeared before me this day and acknowledged that he/she is Town Clerk of THE TOWN OF BLACK MOUNTAIN, a North Carolina municipal corporation, and that by authority duly given and as the act of said corporation, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself/himself as its Town Clerk.

Witness my hand and notarial seal, this ____ day of _____, 20_____.

Notary Public: _____

Commission expires: _____

For Grantee's Internal Use:
Work Order #: 45844627

≤ Permit #5604 - 118 U EAST ST

Permit Information:

Permit Date:	06/23/2020
Permit Type:	Electrical
Applicant Name:	Fred Alexander
Applicant Address:	513 Tomahawk Avenue
City, State, Zip:	Black Mountain, NC 28711
Phone Number:	770-823-0976
Applicant Email:	
Description:	200 amp temporary power pole
Project Cost:	0
Total Heated Sq. Ft.:	0
Status:	Issued

Contractors:

Scott D Electric, Inc. - Electrical, 39 Cider Mill Dr., Apt. 208 Hedersonville NC 28792
Primary Contact: Scott Denson

Property Information:

Parcel #: 071040984600000
118 U EAST ST
CBM,

Inspections:

Temporary Pole	Failed - Dan Cordell
Scheduled Date: 03/03/2021	Completed Date: 03/03/2021

- #81019090 Can not locate

Temporary Pole	Passed - Dan Cordell
Scheduled Date:	Completed Date:

Plan Reviews:

06/24/2020 - Building	Approved - Dan Cordell
Date:	Completed Date: 06/25/2020

Choose Files | No file chosen

< Permit #6522 - 117 EAST ST

Permit Information:

Permit Date:	08/24/2021
Permit Type:	Driveway
Applicant Name:	Fred Alexander
Applicant Address:	513 Tomahawk Avenue
City, State, Zip:	Black Mountain, NC 28711
Phone Number:	770-823-0976
Applicant Email:	
Description:	adding another 20' wide driveway - culvert will be required per Public Works
Project Cost:	0
Total Heated Sq. Ft.:	0
Status:	Closed

Contractors:

Fred Alexander - Owner, 513 Tomahawk Avenue
Black Mountain NC 28711
Primary Contact: Fred Alexander

Property Information:

Parcel #: 071041814700000
117 EAST ST
CBM,

Inspections:

Misc - Driveway	Passed - Charlie Russell
Scheduled Date:	Completed Date:
09/20/2021	09/20/2021

Plan Reviews:

08/25/2021 - Building	Approved - Jennifer Tipton
Date:	Completed Date:

Choose Files No file chosen

08/24/2021 - Fire | Approved - Charlie Russell

Date: | Completed Date:

Choose Files No file chosen

08/24/2021 - Planning/Zoning | Approved - Jake Hair

Date: | Completed Date:

Choose Files No file chosen

Fees:

Driveway Permit:	$100.00 - **Paid**
Technology Fee:	$4.00 - **Paid**
Total Fees:	$104.00
Amount Due:	**$0.00**

Payments:

Date:	*Amount:*	*Type:*	*Paid By:*
08/26/2021	$104.00		fred alexander

Amount Paid: **$104.00**

Uploaded Files:

1 file has been uploaded

Files Choose Files No file chosen

Messages:

Message Agency

TOWN OF BLACK MOUNTAIN
Agenda Item Summary
Meeting Date: November 14th, 2022

SUBJECT: Hwy 70 Waterline Upgrade Capital Project Fund Ordinance.

AGENDA INFORMATION

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

BRIEF SUMMARY:
Per Ordinance O-22-08 the Town of Black Mountain is using funds received from ARPA for revenue replacement toward the Hwy 70 Waterline Upgrade Project. A capital project will be established for financial and budgeting purposes.

The commitment amount of $500,000 will be transferred from the Town's general fund per budget amendment included within Ordinance O-22-08.

Based on NC General Statute l59-13.2 the Town is authorizing and budgeting for the Hwy 70 Waterline Capital Project with the approval of this Capital Project Fund Ordinance.

MOTION FOR CONSIDERATION: Council to approve the Hwy 70 Waterline Upgrade Capital Project Fund Ordinance

ATTACHMENTS: Ordinance

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

Ordinance: O-22-08
Board Meeting: November 14, 2022

Town of Black Mountain
Hwy 70 Waterline Upgrade
Capital Project Fund Ordinance

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

Section 1. The project authorized is the US Hwy 70 Waterline Upgrade Capital Project

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

Section 3. The following anticipated Revenues are hereby adopted:

NINTH STREET BRDGE REPLACEMENT		
Account Number	**Account Description**	**Revenue Amount**
450-7000-48590-70TI	Transfer In	$500,000.00
	Total Revenue	**$500,000.00**

Section 4. The following anticipated appropriations are hereby adopted:

NINTH STREET BRDGE REPLACEMENT		
Account Number	**Account Description**	**Expense Amount**
450-4099-52012-70WED	Professional Services-Engineering/Survey	$114,500.00
450-4099-57612-70WL	Capital Outlay-Distribution Lines and Connections	$385,500.00
	Total Expenses	**$500,000.00**

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

Section 6. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, the Town Manager and the Finance Director for the direction in carrying out this project.

Section 7. Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include in the budget, information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized by project ordinance during the budget year and also include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

Duly adopted by the Town Council of Black Mountain on this the 14th day of November, 2022.

_____

Larry B. Harris
Mayor

ATTEST:

_____

Savannah Parrish
Town Clerk

TOWN OF BLACK MOUNTAIN
Agenda Item Summary
Meeting Date: November 14th, 2022

SUBJECT: Amendment to ARPA Grant Project Ordinance and Amendment to FY 2022-2023 General Fund Annual Budget Ordinance. ***#O-22-09***

AGENDA INFORMATION

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

BRIEF SUMMARY:
The governing board has chosen to appropriate $1,000,000 to cover salaries and benefits for the upcoming fiscal year—July 1, 2022 through June 30, 2023. The ARP/CSLFRF revenues will cover salaries and benefits in various departments. The supplanted non-grant revenues will cover the following projects:

Tomahawk Dam Repair	$500,000
Hwy 70 Waterline Upgrade	$500,000

The Town is authorizing and budgeting for the transfer of funds from the ARPA Capital Project Fund to Amend the FY 2022-2023 Annual General Fund Budget to cover the approved projects.

MOTION FOR CONSIDERATION: Council to approve the Amendment to the ARPA Grant Project Fund Ordinance, Amendment to the FY 2022-2023 General Fund Annual Budget Ordinance and Transfer of funds from ARPA Grant Project Fund to the General Fund to cover approved projects.

ATTACHMENTS: Ordinance, Budget amendment, and Transfer

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

Ordinance: O-22-09
Board Meeting: November 14, 2022

Town of Black Mountain
Amendment To ARPA Grant Project Fund Ordinance
and
Amendment to FY 2022-2023 General Fund Annual Budget Ordinance

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the ARP/CSLFRF grant project ordinance is hereby amended as follows:

SECTION 1: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

SECTION 2: The following amounts are appropriated for the projects and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Water operations for period of July 1, 2022 through June 30, 2023	6.1	Salaries	$393,200
			Benefits	$201,100
002	Water Administration Services for period of July 1, 2022 through June 30, 2023	6.1	Salaries	$121,300
			Benefits	$63,400
003	Public Services Administration for period of July 1, 2022 through June 30, 2023	6.1	Salaries	$133,100
			Benefits	$87,900
	TOTAL			**$1,000,000**

SECTION 3: The following revenues are anticipated to be available to complete the projects:

ARP/CSLFRF Funds:	$1,000,000
Total:	$1,000,000

SECTION 4: Transfer $1,000,000 in ARP/CSLFRF Grant Funds from the ARPA Capital Project Fund to FY 2022-FY2023 Amended Annual Budgeted Ordinance

SECTION 5: The following anticipated revenues are hereby adopted.

GENERAL FUND AMENDED BUDGET TO REFLECT ARP/CSLFRF REVENUES AND ADDITIONAL APPROPRIATIONS OF NON-GRANT FUNDS FOR VARIOUS PROJECTS		
Account Number	**Account Description**	**Revenue Amount**
100-7000-48591	Transfer In- ARPA Grant Funds	$1,000,000.00
	Total Revenue	**$1,000,000.00**

Section 4. The following anticipated appropriations are hereby adopted within the General Fund:

GENERAL FUND AMENDED BUDGET TO REFLECT ARP/CSLFRF REVENUES AND ADDITIONAL APPROPRIATIONS OF NON-GRANT FUNDS FOR VARIOUS PROJECTS		
Account Number	**Account Description**	**Expense Amount**
400-7000-48590-DR	Lake Tomahawk Dam Repair	$500,000.00
450-7000-48590-70w	Hwy 70 Waterline Project	$500,000.00
	Total Expenses	**$1,000,000.00**

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

Section 6. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, the Town Manager and the Finance Director for the direction in carrying out this project.

Duly adopted by the Town Council of Black Mountain on this the 14th day of November 2022.

Larry B. Harris
Mayor

ATTEST:

Savannah Parrish
Town Clerk

BUDGET AMENDMENT REQUEST FORM

DATE: 11/14/22

BUDGET NUMBER

Fund-Function-Dept-Account Number	Account Desc	DEBIT	CREDIT
100-7000-59510	**Transfer Out - General Fund**	**$1,000,000.00**	
100-7000-48590	**Transfer In - General Fund**		**$1,000,000.00**
450-7000-48590-70TI	**Transfer In - Water Capital Project Fund**		**$500,000.00**
450-4099-52012-70WED	**Engineering and Design Services**	**$114,500.00**	
450-4099-57615-70WL	**Capital Outlay - Distribution Lines and Connecti**	**$385,500.00**	
400-7000-48590-TDR	**Transfer In - General Capital Project Fund**		**$500,000.00**
400-4810-52012-TDR	**Engineering and Design Services**	**$50,000.00**	
400-4810-57000-TDR	**Construction Contract**	**$450,000.00**	
Total:		**$2,000,000.00**	**$2,000,000.00**

REASON FOR BUDGET AMENDMENT

Transfer out General Fund funds for salary replacement - funds used for Hwy 70 Waterline and Tomahawk Dam Repair

Entered by:

Department Head signature:

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

Journal Entry

Fiscal Year	**2023**
Fiscal Period	**5**
	11/14/2022
AJE#	

Description Transfer of ARPA funds to Projects

Amount ***$ 1,000,000.00***

ACCOUNT NUMBER	ACCOUNT NAME	Description	DEBIT	CREDIT
251-7000-59510	Transfer Out- ARPA	Transfer of ARPA funds to Projects	1,000,000.00	
100-7000-48590	Transfer In- General Fund	Transfer of ARPA funds to Projects		1,000,000.00
100-7000-59510	Transfer Out - General Fund	Transfer of ARPA funds to Projects	1,000,000.00	
450-7000-48590-70TI	Transfer In- Water Capital Project Fund	Transfer of ARPA funds to Projects		500,000.00
400-7000-48590-TDR	Transfer In -Lake Tomahawk Dam Repair	Transfer of ARPA funds to Projects		500,000.00
		Transfer of ARPA funds to Projects		
			2,000,000.00	2,000,000.00

Description
Transfer of ARPA funds to Projects

APPROVED BY: Tammy Hollaman **Date:** 11/14/2022

ENTERED BY: Courtney N. Kidd **Date:** 11/14/2022

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: November 14, 2022

SUBJECT: Resolution for Honeycutt Street One-Way ***#R-22-23***

AGENDA INFORMATION

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

BRIEF SUMMARY: The engineer report supports turning Honeycutt Street one-way going westbound from West Street to Montreat Road. This will cause some additional stacking on Montreat Road. Parking will remain on the south side of the street.

MOTION FOR CONSIDERATION: To approve ***Resolution #R-22-23*** to turn Honeycutt Street one-way going westbound from West Street to Montreat Road.

FUNDING SOURCE: N/A

ATTACHMENTS: ***Resolution #R-22-23***

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve ***Resolution #R-22-23*** as presented.

RESOLUTION #R-22-23

RESOLUTION CHANGING HONEYCUTT STREET TO ONE-WAY TRAVEL

WHEREAS, the Town of Black Mountain seeks to protect public safety; and

WHEREAS, the Town of Black Mountain has completed a traffic pattern analysis from Traffic Planning and Design, Inc, dated September 30, 2022, which has received support from the Town of Black Mountain Fire Department and Town of Black Mountain Police Department; and

WHEREAS, the described traffic pattern analysis recommends one-way travel west from West Street to Montreat Road with slanted parking on the south side of the street; and

WHEREAS, it is the public interest for Honeycutt Street to have one-way travel from West Street to Montreat Road; and

WHEREAS, allowing slanted parking on the south side of the street will not result in the loss of existing parking spaces.

NOW THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA THAT the Town Council support and authorize the changing of Honeycutt Street to a one-way street with slanted parking on the west side of the street as recommended in the traffic pattern analysis from Traffic Planning and Design, Inc, dated September 30, 2022, to be effective immediately.

I move and adopt the foregoing resolution:

_____
Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 14th day of November 2022.

_____
Larry B. Harris, Mayor

ATTEST:

_____
Savannah Parrish, Town Clerk

_____
Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 2022

SUBJECT: Facilities Use Agreement-Carver Center

AGENDA INFORMATION

Agenda Location: **NEW BUSINESS**
Item Number: 8E
Department: Administration
Contact: Josh Harrold, Town Manager
Presenter: Ron Sneed, Town Attorney

BRIEF SUMMARY: The Montessori School would like to allow Bounty & Soul to use the kitchen at the Carver Center to host an after-school cooking program for middle school age children and their parents/guardians.

MOTION FOR CONSIDERATION: To accept the agreement as presented.

FUNDING SOURCE: N/A

ATTACHMENTS: Facilities Use Agreement

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

FACILITIES USE AGREEMENT

This Facilities Use Agreement (this "Agreement"), by and between Swannanoa Valley Montessori School, a/k/a Black Mountain Montessori, hereinafter called "Tenant", 101 Carver Avenue, Black Mountain, NC 28711 (the "Facility"), and Bounty and Soul, hereinafter called "User".

WITNESSETH:

THAT WHEREAS, Tenant leases the premises at 101 Carver Avenue from the Town of Black Mountain, North Carolina (the "Town"), a municipal corporation; and

WHEREAS, User desires to use the kitchen in the facility at 101 Carver Avenue for the purpose of hosting an after school cooking program for middle school age children and their parents/guardians: and

WHEREAS, with the consent of the Town the Tenant desires to allow the use of the kitchen for the described use.

NOW, THEREFORE, in consideration or the premises and the mutual covenants set out herein, the Tenant and the User agree as follows:

1. This Facilities Use Agreement will take effect on _____ _____, 2022, and will continue in effect for a period of one year, or until the end or termination of the lease of the Tenant allowing it to use the facilities at 101 Carver Avenue, whichever shall first occur.

2. As consideration for the use of the kitchen facilities at the time set out below, the User shall, in addition to the teaching sessions described herein, provide at least one time during the year encompassed by this agreement an eight (8) week cooking class for the elementary students of Black Mountain Montessori.

3. Tenant agrees to let the User use the kitchen at the Facility for the purpose above stated on Thursday afternoon from 3:00 to 6:00 p.m., starting _____, 2022, continuing through _____, 2023.

4. This Agreement is valid only if the Town of Black Mountain consents to the use described herein, either in a separate writing or by execution of this Agreement. Both Tenant and User acknowledge and agree that all indemnity and hold harmless provisions of this Agreement shall extend to and provide protection for the Town.

5. User agrees that it will not use the premises for an other purpose than for teaching cooking classes. The premises can not be used for the production of food products for retail sale.

6. User agrees that it will not use the premises for any unlawful purposes, and will obey

all laws, rules and regulations of all governmental authorities while using the Facility.

7. User agrees that it will abide by all terms of the Tenant's lease with the Town that might affect or control activities within the Facility.

8. User agrees to abide by any additional rules or regulations for the use of the Tenant or the Town which are attached to and made a part of this Agreement. Any such additional rules, if any, are attached hereto as Exhibit A.

9. User shall be solely responsible for implementing appropriate screening and supervision procedures to protect children, youth and vulnerable adults attending the User's functions at the Facility.

10. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000.00. The User will have the Tenant and the Town made "additional insureds" on User's policy with respect to any activities carried on by User at the Facility, and User will provide a certificate of insurance to the Tenant and Town at least seven (7) days prior to the date upon which the User begins use of the Facility.

11. User shall indemnify, hold harmless and defend the Tenants, its agents, employees and representatives, and the Town, its governing body, employees and agents, from any and all liability for injuries to persons or property, including but not limited to illness, infectious or communicable diseases, emotional injury, which may result from any person using the Facility in connections with the activities and programs of the User, if caused by or attributable to the User's acts or omissions.

12. User shall be responsible for preparing for the part of the Facility to be used for its programs and activities for use, and for returning the Facility to the condition it was in prior to each use, including entrances and exits.

13. User shall conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the Facility will be used only if it is in a safe condition.

14. User may not assign any of its rights under this Agreement without the written consent of the Tenant and the Town.

15. This Agreement may be terminated unilaterally by either party with thirty (30) days written notice to the other party.

16. Tenant and User agree that any disputes arising under this Agreement will be resolved via a mutually acceptable alternative resolution process. If the Tenant and the User cannot agree upon such a process, the dispute shall be submitted to a neutral arbitrator under the North Carolina rules of arbitration and the decision of the arbitrator shall be binding and the final decision in the matter.

17. All notices to the parties that must be given under the terms of this Agreement shall be give to the following agents of the parties.

For the User: Bounty and Soul
Paula Sellers
999 Old U.S. 70 West
Black Mountain, NC 28711

For the Tenant: Black Mountain Montessori
Erin Van Note
101 Carver Avenue
Black Mountain, NC 28711

For the Town: Town of Black Mountain
Josh Harrold, Town Manager
160 Midland Avenue
Black Mountain, NC 28711

18. This Agreement shall not be valid until consented to by the Town, as evidenced by its execution by the Mayor or the Town Manager.

Date:_____ Black Mountain Montessori

By:_____
Erin Van Note, Director

Date:_____ Bounty and Soul

By:_____
Dana Miller

Date:_____ Town of Black Mountain

By:_____
Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: November 14, 2022

SUBJECT: Historic Preservation Commission Application

AGENDA INFORMATION

Agenda Location:	**NEW BUSINESS**
Item Number:	8F
Department:	Planning and Development Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Savannah Parrish, Town Clerk

BRIEF SUMMARY: One application received from Amy Pate. One vacancy will remain open pending new applications.

MOTION FOR CONSIDERATION: To appoint Amy Pate to fill a three-year term on the Historic Preservation Commission.

FUNDING SOURCE: N/A

ATTACHMENTS: Boards and Commissions Application

MANAGER'S COMMENTS AND RECOMMENDATIONS: To appoint Amy Pate to fill a three-year term on the Historic Preservation Commission.

Town of Black Mountain

160 Midland Avenue, Black Mountain, NC 28711
Phone (828) 419-9300 Fax (828) 669-4204
TDD800-735-2962
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: Amy PATE DATE: 10/13/22

PREFERED NAME: _____

HOME ADDRESS: 151 Hilltop Rd Black MTN NC 28711

MAILING ADDRESS (if different): _____

CITY, STATE and Zip: Black MTN NC 28711

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

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

PHONE NUMBER(S): MAIN 727-366-1662 EMERGENCY Same

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: HISTORIC *Are you seeking re-appointment?* Yes ____ No X

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

I Believe in HELPING my COMMUNITY IN ANY CAPACITY WHERE my SKILLS & Qualificatimes can be applied.

EDUCATION & CERTIFICATIONS

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

ART INSTITUTE OF PITTSBURGH BA INTERIOR DESIGN
GRAPHIC DESIGN
CARPENTER CONTRACTOR LICENSED - STATE OF FLORIDA

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 30+ YRS EXPERIENCE IN REMODELING, NEW CONSTRUCTION, HISTORIC RENOVATIONS, DESIGN & BUILD. I OWNED SEVERAL SUCCESSFUL BUSINESSES IN FLORIDA IN THESE FEILDS.

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

10/13/22
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 TOWN COUNCIL
REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 2022

SUBJECT: Billboard Lease at Community Garden

AGENDA INFORMATION

Agenda Location: **NEW BUSINESS**
Item Number: 8G
Department: Administration
Contact: Josh Harrold, Town Manager
Presenter: Angela Reece, Project & Facilities Manager

BRIEF SUMMARY: The town purchased the Clevenger property which is now known as the Community Garden in 2004. At the time a lease was in place for a billboard located on this site with Fairway Outdoor Advertising. This advertising company is now known as Lamar Outdoor Advertising. The original lease agreement was entered into by the Clevenger's on August 10, 1995, for a period of ten years in the amount of $925.00 annually with one year auto renewals up to an additional ten years. This lease is now expired, and staff are requesting direction from Council to determine options.

MOTION FOR CONSIDERATION:

I move that Town Council direct town attorney/staff to _____.

FUNDING SOURCE: N/A

ATTACHMENTS: Project Status Report

MANAGER'S COMMENTS AND RECOMMENDATIONS: N/A

Project Status Report

Overall Status: **Off Track**

Project Name: Billboard Lease – Community Garden

October 12, 2022

Status Code Legend

- On Track: Project is on schedule
- At Risk: Milestones missed but date intact
- High Risk: At risk, with a high risk of going off track
- Off Track: Date will be missed if action not taken

Status: The project is **Off Track** THE MONTH OF OCTOBER 2022 DUE TO THE FOLLOWING: **LEASE IS EXPIRED**	Project Background & Timeline: The town purchased the Clevenger property which is now known as the Community Garden in 2004. At the time a lease was in place for a billboard located on this site with Fairway Outdoor Advertising. This advertising company is now known as Lamar Outdoor Advertising. The original lease agreement was entered into by the Clevenger's on August 10, 1995, for a period of ten years in the amount of $925.00 annually with one year auto renewals up to an additional ten years. The lease was honored upon the property transitioning to the Town. The original lease amount was $995.00 annually. The amount has never increased. March 11, 2022 – Accounts Payable received check in the amount of $995.00 for lease payment. Finance Director asked for copy of leasing agreement from leasing company which was provided in email. March 25, 2022 – Accounts payable mailed check back to leasing company. Email communication with Melissa Ingle (officer manager) acknowledged. April - August – staff attempted contact with Ms. Ingle with no response. September – October – Project Manager assigned. PM reached out by email on October 12, 2022, with no response.
Issues:	• The Town Attorney confirmed this lease is expired. • The Town Attorney can provide history of prior council direction regarding removal of signage in town and of the history surrounding this billboard. • There has been no communication since March 2022 from the advertising company after attempts by staff to contact them regarding lease renewal.
Milestones accomplished the week of Start Date - End Date: N/A	N/A
Areas/questions for discussion:	Staff are seeking direction regarding the billboard and its continued use (or discontinued) on town property.

Angela Reece,
Project & Facilities Manager
Office: 828.419.9300 x 315
EMAIL: ANGELA.REECE@TOBM.ORG

AUG 14 1995

Lease No. 448160L

Lease Agreement

Agreement made August 10, 19 95, by and between Natalie C. Brem, ("Lessor") and FAIRWAY OUTDOOR ADVERTISING, A Division of Morris Communications Corporation ("Lessee").

1. **Premises.** The Lessor, as owner or agent of the owner, of the following premises:
Street Address: S/S I-40 .3mi E/O Blue Ridge Rd.
City or Town: Black Mountain
Legal Description:
in the County of Buncombe, State of North Carolina does hereby lease and grant exclusively to the Lessee, that portion of the premises necessary to maintain, (one) outdoor advertising structure(s) with sufficient access to allow Lessee to service and maintain such structure(s).

2. **Term.** This Lease shall be for a term of (Ten) years beginning on March 1, 19 96, with the right to the Lessee to extend this Lease from year to year upon the same terms and conditions. This Lease shall automatically renew itself from year to year after the term hereof. The total of such extensions is not to exceed 10 years, unless it is terminated by Lessee at the end of the original term or any annual extension period by mailing written notice to the Lessor not less than thirty (30) days prior to the end of such term or extension period.

3. **Rental.** Yearly rental shall be Nine hundred twenty-five and no/100 ($ 925.00) Dollars payable Annually from the office of Lessee.

4. The sum of 0, ($ 0) Dollars paid Lessor by Lessee as consideration for the execution of this lease which shall become effective upon approval by the General Manager of Lessee, which shall be applied to the first rental payment due upon commencement of the lease.

5. **Property.** As between Lessor and Lessee all structures, equipment and materials placed upon the premises shall remain the property of Lessee and Lessee is granted the right to remove same from Lessor's premises within a reasonable period of time after the expiration of this Lease or any renewal thereof.

6. **Hold Harmless.** Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the premises.

7. **Condemnation.** In the event of a condemnation or direct purchase sale to a governmental agency while this lease is operative, Lessee agrees to make no claim to any proceeds due Lessor as a result of the condemnation, but retains a right to pursue compensation due it as a result of the taking and Lessor agrees to take no action inconsistent with Lessee's rights herein stated.

8. **Cancellation of Lease.** If the view of the premises or advertising sign or signs erected there on is partially or wholly obstructed, or their advertising value impaired or diminished by reduced vehicular circulation, or the construction or use of such signs is prevented or restricted by law, or any permits required to build are denied, the Lessee may immediately, at its option, reduce rental in direct proportion to the loss suffered as a result of such obstruction, impairment, prevention or restriction of use, or keep the lease in force except that no rental shall accrue while such conditions continue, or cancel this Lease and receive all rent paid for the unexpired term hereof, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

9. **Lessor's Representations.** Unless specifically stated otherwise herein, the Lessor represents and warrants that Lessor is either the owner or the agent of the owner of the premises above described, has full authority to make this lease and covenants that Lessor will not permit any adjoining premises, owned or controlled by Lessor, to be used for advertising purposes or permit Lessee's signs to be obstructed. In the event of any transfer of Lessor's interest in the above described premises, Lessor agrees to promptly give Lessee notice of such transfer and to deliver to Lessor's transferee written notice of the existence of this lease and a copy thereof.

10. **Entire Agreement.** It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulations, representations or agreements not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto, provided however that this lease shall not be binding upon any secured party until delivery of written notice to the parties hereto by such secured party. This is a legal document.

11. **Miscellaneous.**

Accepted this 10th day of August, 19 95.

LESSEE: Approved by:
FAIRWAY OUTDOOR ADVERTISING
A Division of Morris Communications Corporation
By _____
Its General Manager

Agent of FAIRWAY OUTDOOR ADVERTISING
A Division of Morris Communications Corporation
By _____
Its Leasing Agent

Witness To Lessee

Witness To Lessor

Witness To Lessee

Witness To Lessor

LESSOR:
Natalie C. Brem
(Print Name)
Natalie C. Brem
(Signature)
P.O. Box 1075
(Address)
Black Mountain, NC 28711
Social Security or Fed. ID #
56-1735532

Phone # _____ Home 704-669-6402 Work

EXPLORE ASHEVILLE'S
WILD SIDE
wildwnc.org
WNC NATURE CENTER