



## TOWN OF BLACK MOUNTAIN

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

Date: **January 9, 2023** Time: **6:00 p.m.**

**Regular Session Agenda**

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Town Clerk Savannah Parrish at 419-9310, or by email at [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

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

### 1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation
- 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. PROCLAMATION AND AWARD RECOGNITIONS

**A. Martin Luther King, Jr. Day Proclamation** – Presented by Mayor C. Michael Sobol

**B. Life Saving Award** – Presented by Chief of Police Steve Parker

**C. Wellhead Protection Award** – Presented by NC Rural Water Association, Debbie Maner

### 3. CITIZEN COMMENTS

Individuals wishing to address the Board are asked to sign in at the entrance to the board 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 Board. **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.

### 4. COMMUNICATIONS [AGENCIES COUNCILS, COMMISSIONS & STAFF]

**A. North Carolina Glass Center Presentation**—Janice Gouldthorpe, Executive Director, & Candace Reilly, Capital Campaign Manager

## 5. CONSENT AGENDA

*All items on the consent agenda are considered routine in nature and are 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:** *I move that Council adopt the minutes of December 8, 2022, Agenda Session, December 12, 2022, Regular Session, December 12, 2022, Closed Session, and December 22, 2022, Special Call Meeting as presented [or as amended].*

### B. Resolution Designating Official Bank Depository and Authorizing Signers of Checks

**Motion:** *I move that Council approve the Resolution Designating Official Bank Depository and Authorizing Signers of Checks for the Town of Black Mountain as presented.*

### C. Resolution in Support of Friends of Fonta Flora State Trail's Application for NCDOT Paved Trails and Sidewalk Feasibility Study Grant

**Motion:** *I move that Council approve the Resolution in Support of Friends of Fonta Flora State Trail's Application for NCDOT Paved Trails and Sidewalk Feasibility Study Grant as presented.*

### D. Grant Project Fund Ordinance for Disaster Relief (Tropical Storm Fred)

**Motion:** *I move that Council approve the Tropical Storm Fred Disaster Recovery Grant Project Fund Ordinance and Budgets as presented.*

**Consent Motion:** *I move that Council approve consent items A-D as presented.*

## 6. UNFINISHED BUSINESS

### A. Green Tee Grille Lease - Ron Sneed, Town Attorney

**Motion:** *I move that Council approve the Green Tee Grille Lease as presented [or amended].*

### B. DRAFT RFP for Town Attorney Services – Town Council

**Motion:** *I move that Council direct staff to \_\_\_\_\_.*

### C. Personnel Position Classification and Pay Plan– Josh Harrold, Town Manager & David Hill, Piedmont Triad Regional Council

**Motion:** *I move that Council approve the Resolution Adopting a New Personnel Position Classification and Pay Plan for The Town of Black Mountain as presented.*

## 7. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Board 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.

## 8. NEW BUSINESS

### A. Designation of 2023-24 Voting Delegate for NCLM Legislative Goals

Each Voting Delegate shall cast the single vote of the municipality for the Legislative Goals and Core Municipal Principles. Nominees must be an elected official of the Town of Black Mountain.

**Motion:** *I move that Council appoint \_\_\_\_\_ to serve as the Town of Black Mountain's voting delegate for the NC League of Municipalities*

### B. Skyrunner Equipment Placement Agreement – J.J. Boyd, President of Skyrunner

**Motion:** *I move that Council \_\_\_\_\_.*

### C. Clarification Regarding Council Members as Advisory Board Members – Josh Harrold, Town Manager

### D. Budget Calendar & Process Review – Josh Harrold, Town Manager

## 9. PUBLIC HEARING -NONE

The chair will recognize individuals requesting to address the Board 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

1. Town Attorney – Ron Sneed
2. Town Manager – Josh Harrold

## 11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

## 12. ADJOURNMENT

# Proclamation

## Celebrating 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 creation of a society tolerant of 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 nonviolence, and of commitment to improving our community through community service and volunteerism.

**NOW, THEREFORE**, I, C. Michael Sobol, Mayor of the Town of Black Mountain do hereby proclaim January 16, 2023, as

## “DR. MARTIN LUTHER KING, JR. DAY”

in the Town of Black Mountain. The Town of Black Mountain will honor Dr. Martin Luther King, Jr. at the Annual Swannanoa Valley Prayer Breakfast hosted by the local Martin Luther King, Jr. Memorial Corporation. Each year scholarships are awarded to local recipients who have applied and made it through the selection process. The challenge that the scholarship pose include critical thinking and compassionate actions.

**PROCLAIMED** this the 5<sup>th</sup> day of January 2023.

Attest:

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C. Michael Sobol, Mayor

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Angela Reece, Deputy Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Steve Parker, *Police Chief*

**MEETING DATE:** January 9, 2023

**AGENDA SECTION:** AWARD

**DEPARTMENT:** Police Department

**TITLE OF ITEM:** Life Saving Award Presentation – *Steve Parker, Chief of Police*

**SUGGESTED MOTION(S):** none

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**SUMMARY:** Sgt. Monte Hensley and Officer Alexander Cruz will be presented with a Life Saving Award for

On 10-24-2022 Sgt Monte Hensley and Officer Alexander Cruz were dispatched to an undisclosed location in regard to an overdosed female unconscious and unresponsive. Sgt. Hensley arrived first, and immediately assessed the situation, realizing immediately the person had overdosed, he administered a dose of Narcan. The female remained unresponsive and appeared to have no life. Officer Cruz began CPR and administered chest compressions for nearly 5 minutes. If any has ever done chest compressions, they would understand 5 minutes feels like a lifetime and is exhausting. Cruz didn't give up on the female even though he had no signs of life until the 4<sup>th</sup> minute. The female slowly became conscious and alert, but she refused medical treatment. I wanted to mention the night before these same officers answered a very similar call for service with a drug overdose that didn't end well, and the person perished.

It amazing how these Officers jumped right in with no regard to themselves in hazardous fentanyl contaminated area's and render the aid needed. The female didn't thank the officers, but it's our job as the Town, Citizens to thank them for saving a life and giving someone another chance.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:** None



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Steve Parker, *Police Chief*

**MEETING DATE:** January 9, 2023

**AGENDA SECTION:** AWARD

**DEPARTMENT:** Police Department

**TITLE OF ITEM:** Employee of the year Award Presentation – *Steve Parker, Chief of Police*

**SUGGESTED MOTION(S):** none

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**SUMMARY:** Sgt. Josh Kiser was nominated by his peers as the staff member of the year for 2022 for Black Mountain Police Department.

Sgt. Kiser has demonstrated great supervision skills not only with his employees but with those in the entire department. A true example of this was his ability to handle several critical incidents that took place during his command throughout the year. One example is a dangerous police pursuit for a violent felon occurred. This felon was wanted by the US Marshall service for numerous weapons charges, and parole violations. Sgt. Kiser was able to manage this situation without any injury to the public while helping apprehend a violent felon. It should be noted that the suspect grabbed another officer's gun during this apprehension trying to take his weapon. This life and death situation was deescalated and handled well by the entire shift. Sgt Kiser was also able to help manage another pursuit of a wanted suspect who pointed a rifle at a Buncombe County deputy and had threatened to kill members of the public. This pursuit resulted in shots being fired by Buncombe County at the offender on I-40 at the 65-mile marker. This also ended with the offender being apprehended and no one being hurt. Time and Time again Sgt Kiser has shown his thirst for enhancing his knowledge in leadership and excellence and we want to thank him for a job well done.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:** None



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Jamey Matthews, *Public Works Director*

**MEETING DATE:** January 9, 2023

**AGENDA SECTION:** AWARD

**DEPARTMENT:** Public Works  
Department

**TITLE OF ITEM:** Wellhead Protection Award Presentation – *NC Rural Water Association, Debbie Maner*

**SUGGESTED MOTION(S):** none

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**SUMMARY:** This award is given out to communities that receive approval for their Wellhead or Source Water Protection Plans when they voluntarily get them updated. The award is presented to the Town of Black Mountain by the North Carolina Rural Water Association and the North Carolina Department of Environmental Quality for having successfully completed a state approved Wellhead Protection Plan on April 12, 2022.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:** None



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Josh Harrold, *Town Manager*      **MEETING DATE:** January 9, 2023  
**AGENDA SECTION:** COMMUNICATIONS      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** North Carolina Glass Center Presentation— *Janice Gouldthorpe, Executive Director, & Candace Reilly, Capital Campaign Manager*

**SUGGESTED MOTION(S):** none

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**SUMMARY:** Executive Director Janice Gouldthorpe of the North Carolina Glass Center will give Council a brief presentation.

**BUDGET IMPACT:** None

**Is this expenditure approved in the current fiscal year budget?** No

**If no, describe how it will be funded.**

**ATTACHMENTS:** None





## TOWN OF BLACK MOUNTAIN

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

Date: December 8, 2022 Time: 5:00 p.m.

Agenda Workshop Minutes

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**THE BLACK MOUNTAIN TOWN COUNCIL** held their regular agenda workshop meeting on Thursday, December 8, 2022, at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

### 1. CALL TO ORDER

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

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

Council Member Elect, Alice Berry

The following staff members were present:

Josh Harrold, Town Manager  
Ron Sneed, Town Attorney  
Angela Reece, Deputy Town Clerk

Mayor Larry Harris opened the meeting. Town Manager, Josh Harrold, presented the proposed agenda to the Town Council. Town Council discussed items and directed staff to revise the agenda to include a discussion of developing an RFQ (Request for Qualifications) for Town Attorney Services.

***Council Member Ryan Stone moved to approve the agenda as amended. The motion was approved by a vote of 5-0.***

### 2. ADJOURNMENT

***There being no further business, Mayor Larry B. Harris adjourned the meeting at 5:12 p.m.***

ATTEST:

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Clerk



## TOWN OF BLACK MOUNTAIN

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

Date: **December 12, 2022** Time: **6:00 p.m.**

**Regular Session Minutes**

**THE BLACK MOUNTAIN TOWN COUNCIL** held their regular meeting on Monday, December 12, 2022, at 6:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

### 1. CALL TO ORDER

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

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

Mayor Elect, C. Michael Sobol  
Council Member Elect, Alice Berry

The following staff members were present:

Josh Harrold, Town Manager  
Ron Sneed, Town Attorney  
Angela Reece, Deputy Town Clerk

### 1. PROCLAMATIONS | AWARDS | RECOGNITIONS

#### **A. Proclamation of Recognition for Vice Mayor Ryan Stone** – *Presented by Mayor Larry B. Harris*

Mayor Larry B. Harris presented a proclamation to Vice Mayor Ryan Stone and expressed thanks and appreciation to him for his service to the town.

#### **B. Proclamation of Recognition for Mayor Larry B. Harris** – *Presented by Vice Mayor Ryan Stone*

Vice Mayor Ryan Stone presented a proclamation to Mayor Larry B. Harris and expressed thanks and appreciation to him for his service to the town.

#### **C. Proclamation of Recognition Owen Soccer & Cross Country** – *Mayor Larry B. Harris*

Mayor Larry B. Harris and special guest, Dr. Rob Jackson, Buncombe County Superintendent presented a proclamation to Trei Morrison, Head Coach of Men's Varsity Soccer Team, and Bob Sadlemire, Head Coach of Men's Cross Country Team recognizing their accomplishments over the last year.

#### **D. Special Guest Introduction** – *Dr. Rob Jackson, Buncombe County Schools Superintendent*

Dr. Rob Jackson, Buncombe County Superintendent formally introduced himself to the Council and public in attendance stating it was an honor and pleasure to be selected for the role. The Town thanks Dr. Jackson for his dedication and leadership and extends well wishes in his new role.

**E. Life Saving Award Presentation** – *Presented by John Coffey, Fire Chief*

Fire Chief, John Coffey presented a Life Saving Award to Phil Berry for going above and beyond to save a person in allergy induced anaphylactic shock while flying over the Atlantic Ocean on an American Airline flight that was short medical staffing.

**2. CITIZEN COMMENTS**

*Individuals wishing to address the Board are asked to sign in at the entrance to the board 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 Board. **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.*

Roger Brown of Owen High School Boosters addressed Town Council expressing thanks and appreciation the Council has shown in support of the athletic programs at the school.

Ann Lutz of Black Mountain addressed Town Council expressing thanks and appreciation of Council's support of the Greenway and Trails Program.

Tyler Atkins of Black Mountain addressed Town Council advocating for youth sports and upgrades to Black Mountain Veterans Park. Mr. Atkins stated he would like to see a PA system installed at the park to assist with marketing and advertising as a way to thank sponsors and keep them in the loop for other announcements.

**3. PRESENTATIONS | COMMUNICATIONS** from *Staff, Councils, Commissions & Agencies*

There were no presentations or communications.

**4. 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:** *I move that Council adopt the minutes of November 10, 2022, Agenda Session, November 14, 2022, Regular Session, November 17, 2022, Special Call Meeting, November 17, 2022, Closed Session Meeting, December 7, 2022, Special Call Meeting, and December 7, 2022, Closed Session Meeting.*

**B. 2023 Town Manager Performance Goals**

**Motion:** *I move that Council accept the 2023 performance goals as discussed and agreed upon with the Town Manager for his performance.*

***Vice Mayor Ryan Stone moved that Council approve consent agenda items A-B as presented. The motion was approved by a vote of 5-0.***

## 5. UNFINISHED BUSINESS

There was no unfinished business.

## 6. ORGANIZATIONAL MEETING

### A. Oath of Office and Installation of Mayor-Elect, C. Michael Sobol

*Oath issued by Steven D. Cogburn, Clerk of Superior Court*

Clerk of Superior Court, Steven D. Cogburn issued the oath of office to Mayor Elect, C. Michael Sobol.

### B. Oath of Office and Installation of Council Member-Elect, Alice Berry

*Oath issued by Steven D. Cogburn, Clerk of Superior Court*

Clerk of Superior Court, Steven D. Cogburn issued the oath of office to Council Member Elect, Alice Berry.

### C. Oath of Office and Installation of Council Member-Elect Bill Christy

*Oath issued by Steven D. Cogburn, Clerk of Superior Court*

Clerk of Superior Court, Steven D. Cogburn issued the oath of office to Council Member Re-Elect, Bill Christy.

### D. Appointment of Vice-Mayor for the Town of Black Mountain

*[Historically, the Town Council chose to nominate council member with the most votes at the previous election. Council Member Pertiller received the most votes in the 2020 General Election.]*

***Council Member Pam King moved that Council appoint Council Member Archie Pertiller as Vice-Mayor of the Town of Black Mountain Town Council. The motion was approved by a vote of 5-0.***

### E. Oath of Office of Vice-Mayor for the Town of Black Mountain

*Oath issued by Steven D. Cogburn, Clerk of Superior Court*

Clerk of Superior Court, Steven D. Cogburn issued the oath of office to Vice Mayor, Archie Pertiller.

Mayor C. Michael Sobol recessed the meeting at 6:34 p.m. for a brief recess. The meeting was reconvened at 6:40 p.m.

### F. Adoption of the schedule for the Town Council Agenda Workshop and Regular Session Meetings for 2023 – Angela L. Reece, Deputy Town Clerk

***Vice Mayor Archie Pertiller moved that Council adopt the 2023 schedule of regular meetings of the Black Mountain Town Council as presented. The motion was approved by a vote of 5-0.***

**G. Acceptance of November 8, 2022, Official General Election Results** *Angela L. Reece, Deputy Town Clerk*

Town Manager Josh Harrold explained the Town has historically confirmed the results of the most recent municipal election as certified by the Buncombe County Board of Elections. Manager Harrold confirmed that the abstract of votes are entered into the minutes for the Town's record.

***Council Member Doug Hay moved that Council accept the Abstract of Votes as presented by the Buncombe County Board of Elections for the November 8, 2022, General Election and direct the Clerk to enter them into the minutes as part of the Town's record. The motion was approved by a vote of 5-0.***

**H. Appointments of Representatives and Alternates to Represent the Town of Black Mountain on Advisory Boards/Committees of Area Agencies**

**1. Black Mountain Center for the Arts:**

There is one Board appointment and one Alternate to be filled for the Black Mountain Center for the Arts.

Vice Mayor Archie Pertiller advised Council he would like to retain the position. Council agreed.

***By consensus, Council appointed Vice Mayor Archie Pertiller to serve as member of the Black Mountain Center for the Arts.***

***Vice Mayor Archie Pertiller moved that Council appoint Council Member Bill Christy to serve as alternate member of the Black Mountain Center for the Arts. The motion was approved by a vote of 5-0.***

**2. Black Mountain-Swannanoa Chamber of Commerce Executive Board**

There is one Board appointment and one Alternate to be filled for the Black Mountain-Swannanoa Chamber of Commerce Executive Board.

***Council Member Bill Christy moved that Council appoint Council Member Doug Hay to serve as member of the Black Mountain-Swannanoa Chamber of Commerce Executive Board. The motion was approved by a vote of 5-0.***

***Vice Mayor Archie Pertiller moved that Council appoint Council Member Alice Berry to serve as member of the Black Mountain-Swannanoa Chamber of Commerce Executive Board. The motion was approved by a vote of 5-0.***

**3. Land of Sky Regional Council Board of Directors:**

There is one Board appointment and one Alternate to be filled for the Black Mountain-Swannanoa Chamber of Commerce Executive Board.

***Council Member Doug Hay moved that Council appoint Council Member Pam King to serve as member of the Land of Sky Regional Board of Directors. The motion was approved by a vote of 5-0.***

***Council Member Doug Hay moved that Council appoint Vice Mayor Archie Pertiller to serve as alternate member of the Land of Sky Regional Board of Directors. The motion was approved by a vote of 5-0.***

**4. French Broad River MPO Board of Directors:**

There is one Board appointment and one Alternate to be filled for the French Broad River MPO Board of Directors.

***Council Member Bill Christy moved that Council appoint Vice Mayor Archie Pertiller to serve as member of the French Broad River MPO Board of Directors. The motion was approved by a vote of 5-0.***

***Vice Mayor Archie Pertiller moved that Council appoint Council Member Pam King to serves as alternate member of the French Broad River MPO Board of Directors. The motion was approved by a vote of 5-0.***

**5. French Broad River MPO Technical Coordinating Committee (TCC):**

There is one Committee appointment and one Alternate to be filled for the French Broad River MPO Technical Coordinating Committee (TCC).

***By consensus, Council appointed Planning Director, Jessica Trotman to serve as member of the French Broad River MPO Technical Coordinating Committee (TCC).***

***By consensus, Council appointed Town Manager, Josh Harrold to serve as alternate member of the French Broad River MPO Technical Coordinating Committee (TCC).***

**6. Asheville Regional Housing Consortium:**

There is one Board appointment and one Alternate to be filled for the Asheville Regional Housing Consortium.

***Vice Mayor Archie Pertiller moved that Council appoint Council Member Alice Berry to serve as member of the Asheville Regional Housing Consortium. The motion was approved by a vote of 5-0.***

***Vice Mayor Archie Pertiller moved that Council appoint Planning Director, Jessica Trotman to serve as alternate member of the Asheville Regional Housing Consortium. The motion was approved by a vote of 5-0.***

**7. Friends of the Fonta Flora State Trail Board:**

There is one Board appointment and one Alternate to be filled for the Friends of the Fonta Flora State Trail Board.

***Council Member Pam King moved that Council appoint Mayor Mike Sobol to serve as member of the Friends of the Fonta Flora State Trail Board. The motion was approved by a vote of 5-0.***

***Council Member Bill Christy moved that Council appoint Council Member Doug Hay to serve as alternate member of the Friends of the Fonta Flora State Trail Board. The motion was approved by a vote of 5-0.***

## **8. NEW BUSINESS**

### **A. Annual Green Tee Grille Lease – Presented by Ron Sneed, Town Attorney**

Attorney Ron Sneed advised Council the lease is expiring for operations at the 19th hole facility at the Black Mountain Golf Course and stated the owner of the Green Tee Grille has requested to renew her lease with a modification to allow the closure on Monday's due to staffing shortages. Council Member Alice Berry inquired regarding the amount the town is subsidizing as compared to operating costs incurred by the Town. After a brief discussion Council members conceded to continue the current lease under existing terms and directed the Town Manager to provide subsidy costs.

Attorney Sneed reminded everyone the facility has never generated much revenue and has historically been utilized to solicit patrons at the Golf Course.

***Council Member Bill Christy moved that Council continue the current leasing terms with the Green Tee Grille and to consider the proposed lease at the January 9, 2023, meeting. The motion was approved by a vote of 5-0.***

### **B. RFP for Town Attorney Services Discussion – Council Member Doug Hay**

Council Member Doug Hay stated he feels it is good for the Town and the Town Attorney to issue an RFP (request for proposals) periodically to ensure that everyone's needs are being met.

***Council Member Hay moved that Council to direct staff to put together a draft RFP for Town Attorney services to be considered at the January 9, 2023, meeting. The motion was approved by a vote of 5-0.***

Council Member Christy indicated that he supports reissuing an RFP every 4 years as procedure.

## **9. CITIZEN COMMENTS**

There were no comments.

## **10. PUBLIC HEARING -NONE**

*The chair will recognize individuals requesting to address the Board 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.*

## **11. COMMUNICATION FROM STAFF**

1. Town Attorney – Ron Sneed - none



## 2. Town Manager – Josh Harrold

Town Manager Harrold stated the Town of Black Mountain is pleased to participate in the 2022 Deck the Trees and said the community raised almost \$42,000 in 2021 to support the Swannanoa Valley Christian Ministry Fuel Fund. Manager Harrold stated the money is used exclusively to serve the needs of our neighbors who face heating crises and encouraged citizens to donate.

Manager Harrold announced the Town of Black Mountain will once again provide overflow dumpsters for residents to bring excessive trash & recycling to that will accumulate during the holiday season. The dumpsters are only available to residents inside the town limits. The schedule and additional information are available on the Town's website.

Manager Harrold announced the following holiday office closures: Christmas December 23<sup>rd</sup>, 26<sup>th</sup> and 27<sup>th</sup> for Christmas and New Year's Day, Monday January 2<sup>nd</sup>.

## 12. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Vice Mayor Archie Pertiller welcomed and congratulated the incoming Council Members.

Council Members wished everyone happy holidays and Merry Christmas.

Council Member Pam King thanked chamber of Commerce for organizing the Christmas parade and thanked the Recreation Department for hosting the Circle of Lights at Lake Tomahawk. Mayor Sobol concurred.

Council Member Alice Berry reminded everyone and invited them to attend Holly Jolly in downtown. Mayor Sobol clarified the Town may qualify for NCDOT funding for a crosswalk at CVS since the sidewalk was completed.

## 13. CLOSED SESSION

*At 7:03 p.m. Vice Mayor Archie Pertiller moved that Council enter into closed session to prevent the disclosure of information that is privileged or confidential and to consider to property acquisition as permitted by NC General Statute 143-318.11(1) and (5). The motion was approved by a vote of 5-0.*

## 14. ADJOURNMENT

*There being no further business, Mayor C. Michael Sobol adjourned the meeting at 7:16 p.m.*

ATTEST:

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C. Michael Sobol, Mayor

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Angela L. Reece, Deputy Clerk





**TOWN OF BLACK MOUNTAIN TOWN COUNCIL**  
**SPECIAL CALL MEETING MINUTES**  
**December 22, 2022**

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**THE BLACK MOUNTAIN TOWN COUNCIL** held a Special Call Meeting on Thursday, December 22, 2022, at 1:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting was to consider a gift of real property to the Town.

**CALL TO ORDER**

***Mayor C. Michael Sobol called the special meeting to order at 1:02 p.m.*** with the following members present:

Mayor C. Michael Sobol  
Vice Mayor Archie Pertiller  
Council Member Pam King  
Council Member Bill Christy  
Council Member Doug Hay

Absent: Council Member Alice Berry

The following staff members were present:

Josh Harrold, Town Manager  
Ron Sneed, Town Attorney  
Angela Reece, Deputy Town Clerk

**A. Resolution to Accept the Donation and Conveyance of Land to the Town of Black Mountain from Black Mountain Ventures LLC – Presented by Ron Sneed, Town Attorney**

Town Attorney, Ron Sneed updated Town Council regarding a gift of real property to the Town from Black Mountain Ventures LLC. Attorney Sneed advised Council that the property appraisal met the needs of the doner, and they have chosen to gift the property to the Town. Attorney Sneed stated the property is comprised of three parcels and is approximately 26 acres of land. He stated the land joins the ABC Store property and confirmed there are no deed restrictions.

Council Member Pam King reminded everyone that the Town has done due diligence and there are no issues with the property. Council Member Doug Hey confirmed there is no construction on the properties. Council inquired regarding immediate public access and Attorney Sneed clarified that while the property is town property it may not necessarily be accessible to the public at this time as the only way to access it is through the dog park. Council will discuss the matter further at a later date.

***Vice Mayor Archie Pertiller moved that Council approve the Resolution to Accept the Donation and Conveyance of Land to The Town of Black Mountain from Black Mountain Ventures LLC as presented. The motion carried by a vote of 4-0.***

### 3. ADJOURNMENT

*There being no further business, Mayor C. Michael Sobol adjourned the meeting at 1:07 p.m.*

Following the meeting, Town Attorney Ron Sneed completed the property transaction and filed the deed, a copy of which is made part of and included in these minutes.

ATTEST:

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Clerk

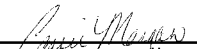
Type: CONSOLIDATED REAL PROPERTY  
Recorded: 12/22/2022 2:23:12 PM  
Fee Amt: \$26.00 Page 1 of 4  
Revenue Tax: \$0.00  
Buncombe County, NC  
Drew Reisinger Register of Deeds

**BK 6285 PG 1863 - 1866**

There are no delinquent taxes that are a lien  
the parcel(s) described in the deed which the  
Buncombe County Tax Collector is charged  
with collecting.

12-22-2022

Date

  
Deputy Tax Collector

## NORTH CAROLINA SPECIAL WARRANTY DEED

|                                        |                                                                                |
|----------------------------------------|--------------------------------------------------------------------------------|
| Excise Tax:                            | 0.00                                                                           |
| Parcel ID:                             | 0619-56-5694-00000; 0619-56-5694-00000; 0619-45-7619-00000; 0619-34-9816-00000 |
| Mail/Box To:                           | Sneed & Stearns, P.A., PO Box 995, Black Mountain, NC 28711                    |
| Prepared By:                           | Ronald E. Sneed, Sneed & Stearns, P.A. (File No. 22-398.T)                     |
| Brief<br>Description for<br>the Index: |                                                                                |

THIS DEED made this 22 day of **December, 2022**, by and between

| GRANTOR                                                                             | GRANTEE                                                                   |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>BLACK MOUNTAIN VENTURES, LLC,<br/>a North Carolina Limited Liability Company</b> | <b>TOWN OF BLACK MOUNTAIN, a North<br/>Carolina municipal corporation</b> |
| <b>32 Orange Street<br/>Asheville, NC 28801</b>                                     | <b>160 Midland Avenue<br/>Black Mountain, NC 28711</b>                    |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the **Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina** and more particularly described as follows:

**BEING ALL** of those four parcels of land described in the attached **Exhibit A**, which is incorporated by reference as if fully set out herein.

Submitted electronically by "Sneed & Stearns, P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 3879 at Page 37, Book 4117 at Page 463, and Book 3966 a Page 1, Buncombe County Registry.

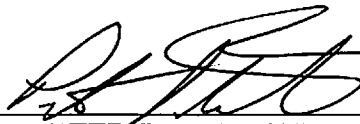
**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any, ad valorem taxes for the current year and subsequent years, and any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

**IN WITNESS WHEREOF**, the Grantor set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**BLACK MOUNTAIN VENTURES, LLC.**

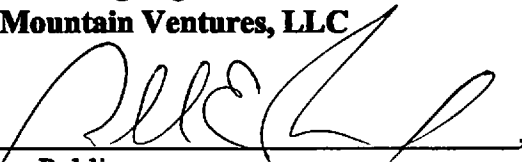
By:   
**PETER J. FONTAINE, Managing Member**

SEAL-STAMP

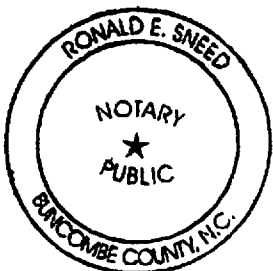
NORTH CAROLINA, **BUNCOMBE COUNTY.**

I certify that the following person personally appeared before me this day acknowledging that s/he signed the foregoing: **PETER J. FONTAINE, Managing Member of Black Mountain Ventures, LLC**

Dated: 12/22/2022

  
Notary Public

RONALD E SNEED  
Notary's typed or printed name



My commission expires: 10/25/2027

**EXHIBIT A**  
**Properties conveyed by Black Mountain Ventures, LLC**  
**to**  
**The Town of Black Mountain**

**LYING AND BEING in the Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina:**

**TRACT ONE:**

**BEGINNING** at a concrete monument in the margin of the right of way of Interstate Highway 40; thence South 00 deg. 05' West 3.10 feet to an iron pin; thence North 88 deg. 10' West 50.58 feet to an iron pin; thence with an old fence line North 00 deg. 45' East 821.87 feet to a point in the center of the Southern Railway tract; thence along and with said railway tracks North 64 deg. 11' East 255.3 feet; North 64 deg. 51' East 83.0 feet; North 68 deg. 17' East 99.68 feet; North 68 deg. 24' East 77.77 feet; North 70 deg. 02' East 70.98 feet; North 71 deg. 25' East 75.1 feet; North 72 deg. 58' East 74.55 feet; North 74 deg. 24' East 73.9 feet; North 75 deg. 56' East 66.75 feet; and North 77 deg. 32' East 59.85 feet; thence leaving the center of the Southern Railway tracks and miming South 00 deg. 26' West 100.0 feet to a point in the southern margin of the right-of-way of the Southern railway; thence with the margin of said right-of-way North 78 deg. 00' East 104.8 feet to the western margin of a 25 foot right-of-way; thence with the margin of said right-of-way South 13 deg. 00' East 130.0 feet; South 34 deg. 45' East 168.0 feet and South 69 deg. 04' East 70.39 feet to a pin in the northern margin of Interstate Highway 40; thence with the margin of said right-of-way South 53 deg. 47' West 113.83 feet to a concrete monument; North 85 deg. 17' West 99.91 feet to a concrete monument; South 57 deg. 59' West 200.28 feet to a concrete monument; South 25 deg. 43' West 169.91 feet to a concrete monument; South 53 deg. 47' West 340.45 feet to a concrete monument; thence South 61 deg. 27' West 260.83 feet to a concrete monument; thence South 53 deg. 54' West 232.45 feet to the **BEGINNING**. Being the same property described and conveyed by deed duly recorded in the office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 3879 at Page 37, described in said deed as Tract 1.

**TRACT TWO:**

**BEGINNING** at a point in the center of the Southern tracks; thence North 00°26' East 253.5 feet to an iron pin; thence North 80°24' West 474.50 feet to an iron pin; thence South 01°11' West 480.4 feet along an old fence to a point in the center of the Southern Railway tracks; thence along and with the center of said tracks the following courses and distances, to wit; North 68°24' East 77.77 feet; North 70°20' East 70.98 feet, North 71°25' East 75.1 feet; North 72°58' East 74.55 feet; North 74°24' East 73.9 feet; North 75°56' East 66.75 feet; and North 77°32' East 59.85 feet to the **BEGINNING**. Being the same property described and conveyed by deed duly recorded in the office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 3879 at Page 37, described in said deed as Tract 2.

**BEING ALSO**, that same property shown as 3.9 +/- acre tract North of the Southern Railway tracks and South of U.S. 70 on that plat of the Property of Lillian B. Sims, duly of record at Plat Book 30, Page 86 in the Office of the Register of Deeds for Buncombe County, North Carolina. Grantor hereby conveys without warranty any portion of property encumbered by the right of way in favor of Norfolk Southern Railway which lies adjacent to the property herein described but may not be otherwise conveyed.

### **TRACT THREE:**

**BEGINNING** at a locust stake located at the Southeast corner of Lot 4 of the Plat hereinafter referred to; and runs thence North  $1^{\circ} 03'$  East 818.6 feet to a point in the center of the track of the main line of the Southern Railroad; thence along and with the center line of said track South  $64^{\circ} 46'$  West 403.1 feet to an iron pin in a culvert over Flat Creek; thence South  $3^{\circ} 56'$  West 442.4 feet to a locust stake in the West line of said Lot 4 of said Plat; thence continuing with said West line South  $10^{\circ} 30'$  West 99 feet to a locust stake; thence South  $12^{\circ} 30'$  East 99 feet to a stake at the Southwest corner of said Lot 4; thence with the South line of said Lot 4 in an Easterly direction to the point of **BEGINNING**. Being that portion of Lot 4, lying South of the center line of the track of the main line of the Southern Railroad, as laid down and shown on the Plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 29 at Page 63. Being that property described in Book 4117 at Page 463, Buncombe County Registry.

### **TRACT FOUR:**

**BEGINNING** on a 3/4" EIP, said EIP lying (ground) South 11 deg. 39 min. 51 sec. East 549.48 feet and (grid) South 11 deg. 39 min. 51 sec. East 549.37 feet from a Geodetic Monument "First Union" NAD 83, said Geodetic Monument "First Union" lying and being (ground) South 71 deg. 05 min. 26 sec. West 4022.45 feet and (grid) South 71 deg. 05 min. 26 sec. West 4021.60 feet from a Geodetic Monument "Petty" NAD 83, said HP also lying South 00 deg. 25 min. 10 sec. West 45.46 feet from a right-of-way monument, and runs thence North 86 deg. 42 min. 13 sec. East 192.60 feet (grid distance 192.60 feet) to a 3/4 bent EIP beside a bent axle; thence South 07 deg. 00 min. 45 sec. East 85.80 feet to an RBS; thence South 86 deg. 51 min. 39 sec. West 203.15 feet to a right-of-way monument; thence North 00 deg. 03 min. 56 sec. East 85.21 feet to a 3/4" EIP, the point and place of **BEGINNING**. Containing 0.388 acres, more or less, and being that property set forth and shown on Survey of the Property of Ernest F. Slagle and Wife, Margaret Slagle, dated 09 March, 2005, prepared by Day Engineering Services, P.A., Job No. 5108. Being that property described in Book 3966 at Page 1, Buncombe County Registry.



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Tammy Holland, *Finance Director*    **MEETING DATE:** January 9, 2023  
**AGENDA SECTION:** CONSENT    **DEPARTMENT:** Finance  
**TITLE OF ITEM:** Resolution Designating Official Bank Depository and Authorizing Signers of Checks – *Tammy Holland, Finance Director*

**SUGGESTED MOTION(S):**

I move that Council approve the Resolution Designating Official Bank Depository and Authorizing Signers of Checks for the Town of Black Mountain as presented.

---

**SUMMARY:**

The Town is required to designate a bank which all the receipts of the Town can be deposited. The town currently utilizes Truist banking services as the depository. The bank has undergone a merger and staff feels it prudent to reaffirm the designation with the legal name. The town is also required to designate signers of checks and staff recommends the Finance Director and Town Manager be designated as the responsible officers.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:**

- i. Resolution

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN  
DESIGNATING OFFICIAL BANK DEPOSITORY AND  
AUTHORIZING SIGNERS OF CHECKS**

**WHEREAS,** the town is required to designate a bank which all the receipts of the Town can be deposited; and

**WHEREAS,** the town currently utilizes Truist as the official repository and wishes to reaffirm and restate this; and

**WHEREAS,** the Town Council wishes to establish guidelines for the safe and efficient handling of its moneys.

**NOW THEREFORE, BE IT RESOLVED THAT**

- Section 1. The Town of Black Mountain Town Council pursuant to G.S. 159-31 hereby designates Truist, as the official depository for the Town.
- Section 2. Pursuant to G.S. 159-25(b), the Finance Director shall be and is hereby authorized and directed to have deposited in Sun Trust Bank, in the name and to the credit of the Town of Black Mountain all funds belonging to the Town, which may come into her hands as an employee of the town.
- Section 3. Pursuant to G.S. 159-25(b), all checks, drafts, or orders of the Town of Black Mountain drawn against said funds shall be signed by one of the following officers: Finance Director, Town Manager
- Section 4. Dual signatures are required on all checks issued. Electronic signatures within the Incode are hereby authorized. The names and signatures of the officers designated shall be duly certified by the Town Clerk to said depository as from time to time may be necessary and no check, draft, or order drawn against said depository be valid unless so signed.
- Section 5. The said depository shall be given written instructions that the proceeds from all checks payable to the order of this Town be deposited to the credit of this unit and that under no circumstance may an item be converted into cash.
- Section 6. Resolution R-21-25 and any other prior or conflicting resolutions authorizing bank repositories or designating signers are hereby repealed.

**READ, APPROVED AND ADOPTED** this 9<sup>th</sup> day of January 2023.

**ATTEST:**

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Town Clerk





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Josh Harrold, *Town Manager*      **MEETING DATE:** January 9, 2023  
**AGENDA SECTION:** UNFINISHED BUSINESS      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Resolution in Support of Friends of Fonta Flora State Trail's Application for NCDOT Paved Trails and Sidewalk Feasibility Study Grant – *Josh Harrold, Town Manager*

**SUGGESTED MOTION(S):** *I move that Council approve the Resolution in Support of Friends of Fonta Flora State Trail's Application for NCDOT Paved Trails and Sidewalk Feasibility Study Grant as presented.*

---

**SUMMARY:** The Friends of the Fonta Flora State Trail have asked for Town Council support on a funding application for a feasibility study to examine possible routes for the Fonta Flora State Trail.

**BUDGET IMPACT:**  
N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.**

**ATTACHMENTS:** Resolution

**RESOLUTION IN SUPPORT OF  
FRIENDS OF FONTA FLORA STATE TRAIL'S APPLICATION FOR THE NCDOT  
PAVED TRAILS AND SIDEWALK FEASIBILITY STUDY GRANT**

**WHEREAS,** the NCDOT Paved Trails and Sidewalk Feasibility Study Grant is eligible to bicycle, pedestrian, and transit advocacy groups, Friends-of-the-Trail groups, and Land Conservancies; and

**WHEREAS,** Friends of the Fonta Flora State Trail Board has approved Friends of Fonta Flora State Trail's application to go before the consideration of NCDOT; and

**WHEREAS,** Friends of Fonta Flora State Trail understands the staff requirements if awarded the grant from NCDOT; and

**WHEREAS,** the NCDOT Paved Trails and Sidewalk Feasibility Study requires a resolution of support from regional stakeholders for paved trails and sidewalk feasibility study applicants.

**NOW THEREFORE, BE IT RESOLVED THAT**

Section 1. The Town of Black Mountain supports Friends of Fonta Flora State Trail in the application for a paved trails and sidewalk feasibility study grant from the North Carolina Department of Transportation.

**READ, APPROVED AND ADOPTED** this 9<sup>th</sup> day of January 2023.

**ATTEST:**

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

**SUBMITTER:** Tammy Holland, *Finance Director*    **MEETING DATE:** January 9, 2023

**AGENDA SECTION:** CONSENT    **DEPARTMENT:** Finance

**TITLE OF ITEM:** Grant Project Fund Ordinance for Disaster Relief (Tropical Storm Fred) – *Tammy Holland, Finance Director*

### **SUGGESTED MOTION(S):**

I move that Council approve the Tropical Storm Fred Disaster Recovery Grant Project Fund Ordinance and Budgets as presented.

### **SUMMARY:**

General Statute 159-13.2 provides North Carolina local governments the authority to authorize and budget for a capital project in a project ordinance. Between 08/16/21 and 08/18/21 the Town of Black Mountain received damage to several properties due to Natural Disaster Tropical Storm Fred. On 08/18/21 Governor Roy Cooper issued Executive Order 227 declaring a State of Emergency. On 09/08/21 President Biden approved NC Disaster Declaration 4617DR, making available federal funding to those affected by the Tropical Storm. Funding was made available through a joint project with FEMA and the NC Department of Public Safety. The Town has been awarded the following amount:

| Tropical Storm Fred - Grant Project Funds Awarded |                      |                    |                            |
|---------------------------------------------------|----------------------|--------------------|----------------------------|
| <i>Project</i>                                    | <i>Federal Funds</i> | <i>State Funds</i> | <i>Total Awarded Funds</i> |
| 436912- Veteran's Park River Restoration Damage   | \$147,555.00         | \$16,395.00        | \$163,950.00               |
| 647039- Management Costs                          | \$11,100.41          |                    | \$11,100.41                |
| 436911- Golf Cart Bridge                          | \$6,262.33           | \$695.81           | \$6,958.14                 |
| 436908- Flat Creek Greenway                       | \$45,990.00          | \$5,110.00         | \$51,100.00                |
| <b>Total Funds</b>                                | <b>\$210,907.74</b>  | <b>\$22,200.81</b> | <b>\$233,108.55</b>        |

### **BUDGET IMPACT:**

Based on NC General Statute 159-13.2 the Town is authorizing and budgeting for the Tropical Storm Fred Disaster Recovery Grant Project. Revenues and Expenditures will increase with the approval of this Grant Project Fund Ordinance.

**Is this expenditure approved in the current fiscal year budget?** No

**If no, describe how it will be funded.**

FEMA and NC Dept of Public Safety Grant Funds

### **ATTACHMENTS:**

- i. Grant Project Ordinance
- ii. Grant Award Documents

## GRANT PROJECT ORDINANCE FOR TROPICAL STORM FRED DISASTER RELIEF

**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 or grant 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 Grant Project Ordinance is hereby adopted as follows:

**Section 1.** Authorizing Grant Project Tropical Storm Fred Disaster Relieve, FEMA and State Grant 4617 Tropical Storm Fred, CFDA 97.036

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

**Section 3.** The following anticipated revenues are hereby adopted:

| Tropical Storm Fred - Grant Project Funds Awarded |                      |                    |                            |
|---------------------------------------------------|----------------------|--------------------|----------------------------|
| <u>Project</u>                                    | <u>Federal Funds</u> | <u>State Funds</u> | <u>Total Awarded Funds</u> |
| 436912- Veteran's Park River Restoration Damage   | \$147,555.00         | \$16,395.00        | \$163,950.00               |
| 647039- Management Costs                          | \$11,100.41          |                    | \$11,100.41                |
| 436911- Golf Cart Bridge                          | \$6,262.33           | \$695.81           | \$6,958.14                 |
| 436908- Flat Creek Greenway                       | \$45,990.00          | \$5,110.00         | \$51,100.00                |
| <b>Total Funds</b>                                | <b>\$210,907.74</b>  | <b>\$22,200.81</b> | <b>\$233,108.55</b>        |

**Section 4.** The following anticipated appropriations are hereby adopted:

| Tropical Storm Fred - Expenses                  |                                     |                     |
|-------------------------------------------------|-------------------------------------|---------------------|
| <u>Project</u>                                  | <u>Expense Description</u>          | <u>Expenses</u>     |
| 436912- Veteran's Park River Restoration Damage | R&M - Grounds, Parks, and Greenways | \$163,950.00        |
| 647039- Management Costs                        | R&M - Grounds, Parks, and Greenways | \$11,100.41         |
| 436911- Golf Cart Bridge                        | R&M - Grounds, Parks, and Greenways | \$6,958.14          |
| 436908- Flat Creek Greenway                     | R&M - Grounds, Parks, and Greenways | \$51,100.00         |
| <b>Total Expenses</b>                           |                                     | <b>\$233,108.55</b> |

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

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

**Section 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.

**READ, APPROVED AND ADOPTED** this 9<sup>th</sup> day of January 2023.

**ATTEST:**

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Town Clerk

## Department of Homeland Security Federal Emergency Management Agency

### General Info

|                                 |                                                     |             |    |                            |                                        |
|---------------------------------|-----------------------------------------------------|-------------|----|----------------------------|----------------------------------------|
| <b>Project #</b>                | 436908                                              | <b>PW #</b> | 57 | <b>Project Type</b>        | Standard                               |
| <b>Project Category</b>         | G - Parks, Recreational Facilities, and Other Items |             |    | <b>Applicant</b>           | Black Mountain, Town of (021-90282-00) |
| <b>Project Title</b>            | Flat Creek Greenway                                 |             |    | <b>Event</b>               | 4617DR-NC (4617DR)                     |
| <b>Project Size</b>             | Small                                               |             |    | <b>Declaration Date</b>    | 9/8/2021                               |
| <b>Activity Completion Date</b> | 3/08/2023                                           |             |    | <b>Incident Start Date</b> | 8/16/2021                              |
|                                 |                                                     |             |    | <b>Incident End Date</b>   | 8/18/2021                              |
| <b>Process Step</b>             | Obligated                                           |             |    |                            |                                        |

### Damage Description and Dimensions

The Disaster # 4617DR, which occurred between **08/16/2021** and **08/18/2021**, caused:

#### Damage #786031; Flat Creek Greenway

This was a physical site inspection and damages were captured as presented by the Applicant.

##### General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Flat Creek Trail-way Greenway
- **Facility Description:** The Flat Creek Trail is approximately .5 miles long with the trailhead and is paved, level, and includes interpretive signage about streambank restoration.
- **Approx. Year Built:** 2009
- **Location Description:** Black Mountain, Town of
- **Start GPS Latitude/Longitude:** 35.62455, -82.31663
- **End GPS Latitude/Longitude:** 35.62448, -82.31656

##### General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** During the event, flood waters overtopped the bank of a stream that runs parallel to the Flat Creek Trail. As a result, a section of the asphalt greenway and the flat creek bank was undermined, causing the asphalt to crumble and buckle.

##### Facility Damage:

###### Site 01:

###### 01:

- Asphalt Trail, 22.66 CY of Road Bond Backfill, 102 FT long x 12 FT wide x 0.5 FT deep, undermined by high velocity flood waters, 0% work completed.

###### 02:

- Asphalt Trail, 4.66 CY of Additional Road Bond Backfill in collapsed area, 21 FT long x 3 FT wide x 2 FT deep, undermined by high velocity flood waters, 0% work completed.

03:

- Asphalt Trail, 7.25 CY of Asphalt Overlay, 102 FT long x 12 FT wide x 0.16 FT deep, undermined by high velocity flood waters, 0% work completed.

04:

- Asphalt Trail, 22.66 CY of Boulder Rip Rap, 102 FT long x 2 FT wide x 3 FT deep, undermined by high velocity flood waters, 0% work completed.

## Final Scope

### 786031 Flat Creek Greenway

#### Work to be completed

The applicant will utilize contract and/or force account for repairs to the Flat Creek Greenway Trail to restore this facility back to its function, and capacity with a planned mitigation.

Site 01 GPS(35.62455,-82.31663 to 35.62482, -82.31656)

- A. Remove and replace 22.66 CY of Road Bond Backfill - trail base aggregate
- B. Remove and replace 4.66 CY Road Bond Backfill - trail subbase aggregate
- C. Remove and replace 7.25 CY Asphalt Overlay - trail surface asphalt
- D. Remove and replace 22.66 CY Riprap - embankment along creek

**Work To Be Completed Total: \$ 26,625.00**

#### Project Notes:

- Contractor's to be completed bid for in-kind work without mitigation (Repair Option 1) was validated by the FEMA CRC using RSMeans.
  - "436908 - DR4617 - Cost Estimate.xlsx"
  - "Project#436908-DR4617NC-Black Mountain Town Greenway- Applicants Quotes.pdf"
- GPS validated by CRC updated from DDD to match site map. see attachment: 436908 - DR4617NC - Email PDMG to CRC.pdf
- Procurement policy reviewed and attached. See attachment: 436908 - DR4617NC-Black Mountain - Procurement Purchasing Policy request for council.pdf
- Dimensions for ground disturbance extents are (102 FT long x 14 FT wide x 44 inches deep)
- All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.
- Applicant will comply with its local, state, federal procurement laws, regulations and procedures.

7. The project remains at 0% complete.
8. Equipment staging has not been set yet.
9. No vegetation clearing will be done.
10. All demolition debris must be disposed of at a permitted landfill. Documentation of demolition disposal shall be provided at project close-out.

## 406 HMP Scope

### **?(I) Damage Description & Dimensions (DDD):**

On August 16<sup>th</sup> thru 18<sup>th</sup> 2021, Tropical Storm Fred impacted the state of North Carolina, with high-speed winds and rains that flooded and undermined a section of the asphalt *Greenway Trail* and *the Flat Creek* bank, causing the asphalt to crumble and buckle. The facility is located at Flat Creek Trail-way Greenway in the Town of Black Mountain.

Total repair cost of damaged elements (Pre-disaster) being protected by the HMP at this site = **\$26,625.00**

### **(II) Hazard Mitigation Proposal (HMP) Scope of Work:**

In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project that will include the repair of the damaged trail section along Flat Creek Greenway Trail by replace the road bond backfill, asphalt overlay, and boulder rip rap. Also, as a mitigation plan a more resilient repair technique the applicant will use an **Erosion Control solution** along the damaged creek section; that consist into shift the greenway alignment slightly away from the right bank of Flat Creek (this shift will add a 79 square foot span, which will require an additional 105 square yards of asphalt). This shift would allow for stabilization of the creek bank (using bioengineering techniques) and establishment of a narrow riparian buffer that would help reinforce bank stabilization work, this erosion control repair plan will also include a *Channel Grading*, a *Constructed Riffle*, *Geolift*, *Filter Fabric*, *shrubs*, *erosion control matt*, and *seeding*.

The reference for the materials and quantities can be found on Grants Manager under this project *Document* section by the name of *Project#436908-DR4617NC-Black Mountain Town Greenway- Applicants Quotes.pdf*; also, the CRC Cost estimate document by the name of *436908 - DR4617 - Cost Estimate.xlsx*

### **(III) Hazard Mitigation Proposal (HMP) Cost:**

Subtotal of cost of Items Needed if the HMP is Approved = \$ **51,100.00** (\$ additional)

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ **26,625.00** (\$ deduction)

**Net Hazard Mitigation cost = \$ 24,475.00** (\$ additional - \$ deduction)

### **(IV) Cost Effectiveness Calculation:**



HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % =  $\$24,475.00 / \$26,625.00 \times 100 = 91.92\% \leq 100\%$ .

**(V) HMP Cost-Effectiveness:**

The mitigation measure listed in **Section IV- Hazard Mitigation sub-section A – Cost-effective Evaluation pg. 155-156. The mitigation measure is specifically listed in Appendix J:** “*Cost-Effective Public Assistance Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies*”. This mitigation measure does not exceed the 100 percent of the eligible repair cost and is considered to be cost-effective.

This Hazard Mitigation Proposal cost is **91.92** % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4, Chapter 8 Section **IX-** sub-Section **E, Parks, Recreational, Other (Category G)**. “*Plantings (such as trees, shrubs, and other vegetation) are eligible when they are part of the restoration of an eligible facility for the purpose of erosion control, to minimize sediment runoff, or to stabilize slopes, including dunes on eligible improved beaches.*” Also, on the **Appendix J; section I, sub-section B:** “*For the purpose of Erosion Control, add properly designed entrance and exit structures, such as a headwall, wingwalls, flared aprons, or energy dissipation measures to increase efficiency and help to minimize scour and erosion. Depending on the severity of erosion, solutions for bank protection may include gabion baskets, rip rap, cast-in-place concrete, crushed stone or rock, grouted rip rap407, sheet-piling, geotextile fabric, or similar measures to control erosion. Alternatively, the use of vegetation or a combination of vegetation and construction materials such as live fascines, vegetated geogrids, live crib walls, brush mattresses, root wads, or similar measures are eligible. The Applicant should consider using green infrastructure techniques such as bios wales, bioretention, rain gardens and similar techniques that may be used in public drainage systems.*”

**(VI) Compliances and Assurances:**

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of **North Carolina**. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

Cost

| Code            | Quantity | Unit     | Total Cost  | Section     |
|-----------------|----------|----------|-------------|-------------|
| 9001 (Contract) | 1.00     | Lump Sum | \$26,625.00 | Uncompleted |

|                            |             |
|----------------------------|-------------|
| CRC Gross Cost             | \$26,625.00 |
| Total 406 HMP Cost         | \$24,475.00 |
| Total Insurance Reductions | \$0.00      |
| CRC Net Cost               | \$51,100.00 |
| Federal Share (90.00%)     | \$45,990.00 |
| Non-Federal Share (10.00%) | \$5,110.00  |

## Award Information

### Version Information

| Version # | Eligibility Status | Current Location | Bundle Number               | Project Amount | Cost Share | Federal Share Obligated | Date Obligated |
|-----------|--------------------|------------------|-----------------------------|----------------|------------|-------------------------|----------------|
| 0         | Eligible           | Awarded          | PA-04-NC-4617-PW-00057(105) | \$51,100.00    | 90 %       | \$45,990.00             | 4/4/2022       |

### Drawdown History

| EMMIE Drawdown Status As of Date | IFMIS Obligation # | Expenditure Number | Expended Date | Expended Amount |
|----------------------------------|--------------------|--------------------|---------------|-----------------|
| 6/27/2022                        | 4617DRNCP00000571  | 20212W4B-06242022  | 6/23/2022     | \$45,990.00     |

### Obligation History

| Version # | Date Obligated | Obligated Cost | Cost Share | IFMIS Status | IFMIS Obligation # |
|-----------|----------------|----------------|------------|--------------|--------------------|
|-----------|----------------|----------------|------------|--------------|--------------------|

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

Project re-worked with no changes to prior insurance determination.

03/07/2022

The scope of work represented in this project is neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments. The policy does not provide coverage for roadways, walks, patios, or other paved surfaces.

#### FEMA Policy 206-086-1

#### PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

**A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

Kenneth Johnson, Insurance Specialist, CRC East

### O&M Requirements

There are no Obtain and Maintain Requirements on **Flat Creek Greenway**.

### 406 Mitigation

There is no additional mitigation information on **Flat Creek Greenway**.

### Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

#### EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- NHPA Condition: Prior to conducting repairs, applicant must identify the source and location of fill material and provide this information to NCSHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and

to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

- SHM&SW Condition: The applicant shall ensure that all debris is separated and disposed of in a manner consistent with NCDEQ, disposal at permitted facilities guidelines or at a disposal site or landfill authorized by NCDEQ. The applicant is responsible for ensuring contracted removal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- EO 11988 Condition: All new construction associated with the project must be protected to the 100-year (1% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting compliance with this condition. The applicant must document coordination with the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- EO 11988 Condition: Per 44 CFR Part 9.12(f), after posting the final public notice, FEMA shall, without good cause shown, wait at least 15 days before obligating the project. Final public notice posted on 03/11/2022.

## EHP Additional Info

There is no additional environmental historical preservation on **Flat Creek Greenway**.

## Final Reviews

### Final Review

**Reviewed By** CAMPBELL SHIER, LISA L.

**Reviewed On** 03/15/2022 9:36 AM EDT

### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Abram, John

**Reviewed On** 03/15/2022 12:49 PM EDT

### Review Comments

approve 03/15/22 ja

## Project Signatures

**Signed By** Harrold, Josh

**Signed On** 03/23/2022

## Department of Homeland Security Federal Emergency Management Agency

### General Info

|                                 |                                                     |             |    |                            |                                        |
|---------------------------------|-----------------------------------------------------|-------------|----|----------------------------|----------------------------------------|
| <b>Project #</b>                | 436911                                              | <b>PW #</b> | 72 | <b>Project Type</b>        | Standard                               |
| <b>Project Category</b>         | G - Parks, Recreational Facilities, and Other Items |             |    | <b>Applicant</b>           | Black Mountain, Town of (021-90282-00) |
| <b>Project Title</b>            | Golf Cart Bridge                                    |             |    | <b>Event</b>               | 4617DR-NC (4617DR)                     |
| <b>Project Size</b>             | Small                                               |             |    | <b>Declaration Date</b>    | 9/8/2021                               |
| <b>Activity Completion Date</b> | 3/08/2023                                           |             |    | <b>Incident Start Date</b> | 8/16/2021                              |
|                                 |                                                     |             |    | <b>Incident End Date</b>   | 8/18/2021                              |
| <b>Process Step</b>             | Obligated                                           |             |    |                            |                                        |

### Damage Description and Dimensions

The Disaster # 4617DR, which occurred between **08/16/2021** and **08/18/2021**, caused:

#### Damage #786032; City golf course cart path bridge

This was a physical site inspection and damages were captured as presented by the Applicant.

#### General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Golf Cart Bridge
- **Facility Description:** A flat wooden golf cart bridge approximately 22 feet long x 6 feet wide.
- **Approx. Year Built:** 1971
- **Location Description:** 15 Ross Drive Black Mountain, NC. 28711
- **GPS Latitude/Longitude:** 35.62672, -82.33334

#### General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** washed out and destroyed by high velocity flood waters

#### Facility Damage:

##### Site 01:

##### 01:

- Golf Cart Bridge, 44 each of 2-inch x 6-inch Pre-treated Wood Decking, 6 LF long, washed away by high velocity flood waters, 0% work completed.

##### 02:

- Golf Cart Bridge, 4 each of 4-inch x 4-inch Pre-treated Wood Post, 6 LF long, washed away by high velocity flood waters, 0% work completed.

##### 03:

- Golf Cart Bridge, 2 each of Pre-treated Wood Telephone Pole for Beam, 22 LF long x 12 IN in diameter, washed away by high velocity flood waters, 0% work completed.

##### 04:

- Golf Cart Bridge, 2 each of 2-inch x 9-inch Pre-treated Wood Approach, 6 LF long, washed away by high velocity flood waters, 0% work completed.

**05:**

- Golf Cart Bridge, 2 each of 2-inch x 9-inch Pre-treated Wood Side Rail, 22 LF long, washed away by high velocity flood waters, 0% work completed.

**06:**

- Golf Cart Bridge, 2 each of Concrete Abutment Slab, 8 FT long x 1 FT wide x 1 FT high, displaced and damaged by high velocity flood waters, 0% work completed.

## Final Scope

### 786032 City golf course cart path bridge

#### Work to be completed

The applicant will utilize contract and/or force accounts for repairs to 15 Ross Drive Black Mountain, NC. 28711 to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

(35.62672, -82.33334)

- A. Remove and replace 44 each of 2-inch x 6-inch Pre-treated Wood Decking, 6 LF long
- B. Remove and replace 4 each of 4-inch x 4-inch Pre-treated Wood Post, 6 LF long, washed
- C. Remove and replace 2 each of Pre-treated Wood Telephone Pole for Beam, 22 LF long x 12 IN in diameter
- D. Remove and replace 2 each of 2-inch x 9-inch Pre-treated Wood Approach, 6 LF long
- E. Remove and replace 2 each of 2-inch x 9-inch Pre-treated Wood Side Rail, 22 LF long
- F. Remove and replace 2 each of Concrete Abutment Slab, 8 FT long x 1 FT wide x 1 FT high

Work to be Completed Total: **\$5,008.70**

#### Project Notes:

1. All site estimates for work to be completed were generated by the FEMACRC using RS Means Year 2021 Quarter 4. See attachment labeled 436911 - DR4617NC - Cost Estimate.xlsx.
2. Applicant will comply with its local, state, federal procurement laws, regulations and procedures.
3. Coordinates for damaged facilities were checked for accuracy
4. Bridge constructed in approximately 1971. There will be no ground disturbance and no work in the crossing waterway Tomahawk Branch.

## 406 HMP Scope

### (I) Damage Description & Dimensions (DDD):

On August 16<sup>th</sup> thru 18<sup>th</sup> 2021, Tropical Storm Fred impacted the state of North Carolina, with high-speed winds and high velocity flood waters that washed out the wooden Golf Cart Bridge of approximately 22 ft L x 6 ft wide, located in the Town of Black Mountain in Buncombe County.



Total repair cost of damaged elements (*Pre-disaster*) being protected by the HMP at this site = **\$5,008.70**

**(II) Hazard Mitigation Proposal (HMP) Scope of Work:**

In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project. This mitigation will include the repair of the washed-out bridge by replacing two pre-treated Wood Telephone Pole used as Beams by three **(2) steel I-beams** of 12 inches height x 25 Ft Long and build new concrete abutment. The reference for the materials cost and quantities can be found under Hazard Mitigation Document section by the file name: DR4617NC 436911 cost for 1 Beam - Black Mountain from Midwest steel & Aluminum. As per applicant, the concrete needed for abutment in CY will be 12CY of concrete. The concrete and workmanship cost were obtained from the CRC cost estimate, which is \$123.00/CY.

**(III) Hazard Mitigation Proposal (HMP) Cost:**

|                                    | <b><u>Mitigation</u></b> | <b><u>CRC Cost</u></b> |
|------------------------------------|--------------------------|------------------------|
| Concrete abutment mitigation cost: | \$1,476.00               | \$246.00               |
| I-Beam mitigation cost:            | +\$ 2,848.60             | \$2,129.16             |
| Total Mitigation                   | <b>\$4,324.60</b>        | <b>\$2,375.16</b>      |

Subtotal of cost of Items Needed if the HMP is Approved = \$ **4,324.60** (\$ additional)

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ **2,375.16** (\$ deduction)

**Net Hazard Mitigation cost = \$ 1,949.44** (\$ additional - \$ deduction)

**(IV) Cost Effectiveness Calculation:**

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = **\$1,949.44** / **\$5,008.70** x 100 = **38.92%** ≤ 100%.

**(V) HMP Cost-Effectiveness:**

The mitigation measure listed in **Section IV- Hazard Mitigation sub-section A – Cost-effective Evaluation pg. 155-156. The mitigation measure is specifically listed in Appendix J: “Cost-Effective Public Assistance Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies”**. This mitigation measure does not exceed the 100 percent of the eligible repair cost and is considered to be cost-effective.

This Hazard Mitigation Proposal cost is **38.92 %** of the repair and restoration costs being protected. In accordance with FEMA

**(VI) Compliances and Assurances:**

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of **North Carolina**. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

Cost

| Code            | Quantity | Unit     | Total Cost | Section     |
|-----------------|----------|----------|------------|-------------|
| 9001 (Contract) | 1.00     | Lump Sum | \$5,008.70 | Uncompleted |

|                            |            |
|----------------------------|------------|
| CRC Gross Cost             | \$5,008.70 |
| Total 406 HMP Cost         | \$1,949.44 |
| Total Insurance Reductions | \$0.00     |
| CRC Net Cost               | \$6,958.14 |
| Federal Share (90.00%)     | \$6,262.33 |
| Non-Federal Share (10.00%) | \$695.81   |

## Award Information

### Version Information

| Version # | Eligibility Status | Current Location | Bundle Number               | Project Amount | Cost Share | Federal Share Obligated | Date Obligated |
|-----------|--------------------|------------------|-----------------------------|----------------|------------|-------------------------|----------------|
| 0         | Eligible           | Awarded          | PA-04-NC-4617-PW-00072(112) | \$6,958.14     | 90 %       | \$6,262.33              | 4/19/2022      |

### Drawdown History

| EMMIE Drawdown Status As of Date | IFMIS Obligation # | Expenditure Number | Expended Date | Expended Amount |
|----------------------------------|--------------------|--------------------|---------------|-----------------|
| 6/27/2022                        | 4617DRNCP00000721  | 20212WKW-06242022  | 6/23/2022     | \$6,262.33      |

### Obligation History

| Version # | Date Obligated | Obligated Cost | Cost Share | IFMIS Status | IFMIS Obligation # |
|-----------|----------------|----------------|------------|--------------|--------------------|
|-----------|----------------|----------------|------------|--------------|--------------------|

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

04/04/2022

The scope of work represented in this project is neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments. The Golf Cart Path Bridge is not scheduled for coverage on the policy.

## FEMA Policy 206-086-1

### PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

**A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

Kenneth Johnson, Insurance Specialist, CRC East

## O&M Requirements

There are no Obtain and Maintain Requirements on **Golf Cart Bridge**.

## 406 Mitigation

04/04/2022 This Hazard Mitigation Proposal cost is **38.92 %** of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4, Chapter 8 Section **IX**- sub-Section **E, Parks, Recreational, Other (Category G)**. Also, on the **Appendix J**; section II Sub-section **A**.

Project 436911 - 04/01/22 - In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project. This mitigation will include the repair of the washed-out bridge by replacing two pre-treated Wood Telephone Pole used as Beams by three (2) steel I-beams of 12 inches height x 25 Ft Long and build new concrete abutment. J. Santana Colon

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

### EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- CWA Condition: The applicant is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to initiating work. The applicant shall comply with all conditions and pre-construction notification requirements of the required

permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the applicant's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.

- RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- SHM&SW Condition: The applicant shall ensure that all debris is separated and disposed of in a manner consistent with NCDEQ, disposal at permitted facilities guidelines or at a disposal site or landfill authorized by NCDEQ. The applicant is responsible for ensuring contracted removal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

## EHP Additional Info

There is no additional environmental historical preservation on **Golf Cart Bridge**.

## Final Reviews

### Final Review

**Reviewed By** CAMPBELL SHIER, LISA L.

**Reviewed On** 04/08/2022 4:37 PM EDT

### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Abram, John

**Reviewed On** 04/11/2022 7:53 AM EDT

### Review Comments

approve 04/11/2022 ja

## Project Signatures

**Signed By** Harrold, Josh

**Signed On** 04/11/2022

## Department of Homeland Security Federal Emergency Management Agency

### General Info

|                                 |                        |             |     |                            |                                        |
|---------------------------------|------------------------|-------------|-----|----------------------------|----------------------------------------|
| <b>Project #</b>                | 674039                 | <b>PW #</b> | 120 | <b>Project Type</b>        | Management Costs                       |
| <b>Project Category</b>         | Z - Management Costs   |             |     | <b>Applicant</b>           | Black Mountain, Town of (021-90282-00) |
| <b>Project Title</b>            | Cat Z Management Costs |             |     | <b>Event</b>               | 4617DR-NC (4617DR)                     |
| <b>Project Size</b>             | Small                  |             |     | <b>Declaration Date</b>    | 9/8/2021                               |
| <b>Activity Completion Date</b> | 9/08/2025              |             |     | <b>Incident Start Date</b> | 8/16/2021                              |
| <b>Process Step</b>             | Obligated              |             |     | <b>Incident End Date</b>   | 8/18/2021                              |

### Damage Description and Dimensions

The Disaster # 4617DR, which occurred between **08/16/2021** and **08/18/2021**, caused:

#### Damage # 1231797; Management Costs (Black Mountain, Town of)

4617DR was declared 09/08/2021 for a Flood event that occurred from 08/16/2021 to 08/18/2021. Black Mountain, Town of (021-90282-00) is requesting reimbursement for eligible management costs that it tracks, charges, and accounts for its eligible PA subawards.

Projects Included: [436908] Flat Creek Greenway, [436911] Golf Cart Bridge, [436912] Veteran's Park River Restoration Damage

### Final Scope

#### 1231797 Subrecipient Management Cost for Project #674039

This is a Public Assistance Subrecipient Management Costs project which allows the Subrecipient to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Subrecipient's eligible emergency and permanent work subawards.

The applicant will conduct Management Cost related activities that it tracks, charges, and accounts for its eligible PA awards.

Current version is based on Estimated Management Costs.



Cost

| Code                    | Quantity | Unit     | Total Cost  | Section     |
|-------------------------|----------|----------|-------------|-------------|
| 9905 (Management Costs) | 1.00     | Lump Sum | \$11,100.41 | Uncompleted |

|                           |             |
|---------------------------|-------------|
| CRC Gross Cost            | \$11,100.41 |
| CRC Net Cost              | \$11,100.41 |
| Federal Share (100.00%)   | \$11,100.41 |
| Non-Federal Share (0.00%) | \$0.00      |

## Award Information

### Version Information

| Version # | Eligibility Status | Current Location | Bundle Number               | Project Amount | Cost Share | Federal Share Obligated | Date Obligated |
|-----------|--------------------|------------------|-----------------------------|----------------|------------|-------------------------|----------------|
| 0         | Eligible           | Awarded          | PA-04-NC-4617-PW-00120(135) | \$11,100.41    | 100 %      | \$11,100.41             | 6/1/2022       |

### Drawdown History

| EMMIE Drawdown Status As of Date | IFMIS Obligation # | Expenditure Number | Expended Date | Expended Amount |
|----------------------------------|--------------------|--------------------|---------------|-----------------|
| No Records                       |                    |                    |               |                 |

### Obligation History

| Version # | Date Obligated | Obligated Cost | Cost Share | IFMIS Status | IFMIS Obligation # |
|-----------|----------------|----------------|------------|--------------|--------------------|
|-----------|----------------|----------------|------------|--------------|--------------------|

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Final Reviews

### Final Review

**Reviewed By** CAMPBELL SHIER, LISA L.

**Reviewed On** 05/31/2022 10:45 AM EDT

#### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Abram, John

**Reviewed On** 05/31/2022 10:55 AM EDT

#### Review Comments

approve 05/31/22 ja

## Project Signatures

**Signed By** Harrold, Josh

**Signed On** 05/31/2022

## Department of Homeland Security Federal Emergency Management Agency

### General Info

|                                 |                                                     |             |    |                            |                                        |
|---------------------------------|-----------------------------------------------------|-------------|----|----------------------------|----------------------------------------|
| <b>Project #</b>                | 436912                                              | <b>PW #</b> | 75 | <b>Project Type</b>        | Standard                               |
| <b>Project Category</b>         | G - Parks, Recreational Facilities, and Other Items |             |    | <b>Applicant</b>           | Black Mountain, Town of (021-90282-00) |
| <b>Project Title</b>            | Veteran's Park River Restoration Damage             |             |    | <b>Event</b>               | 4617DR-NC (4617DR)                     |
| <b>Project Size</b>             | Small                                               |             |    | <b>Declaration Date</b>    | 9/8/2021                               |
| <b>Activity Completion Date</b> | 3/08/2023                                           |             |    | <b>Incident Start Date</b> | 8/16/2021                              |
|                                 |                                                     |             |    | <b>Incident End Date</b>   | 8/18/2021                              |
| <b>Process Step</b>             | Obligated                                           |             |    |                            |                                        |

### Damage Description and Dimensions

The Disaster # 4617DR, which occurred between **08/16/2021** and **08/18/2021**, caused:

#### Damage #786033; Veteran's Park Stream restoration damage

This was a physical site inspection and damages were captured as presented by the Applicant.

#### General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Veterans Stream
- **Facility Description:** A recently restored embankment project along a stream, within a park was constructed of Geolifts, riffles, and cobble stone rip rap.
- **Year Built:** 2021
- **Location Description:** 10 Veterans Park Black Mountain, NC.
- **GPS Latitude/Longitude:** 35.60917, -82.33575

#### General Damage Information:

- **Date Damaged:** 8/17/2021
- **Cause of Damage:** During the event, high velocity flood waters overtopped the river bank causing the recent restoration project to fail. Along the bank, Geolifts were damaged and/or displaced and the cobble stone rip rap was displaced into the riverbed, narrowing the stream further upriver. The flood waters also eroded the embankment across the river causing a tree to topple over resulting in further failure and collapsing of the Geolifts on that side.

#### Facility Damage:

**Site 01 (Start 35.60811, -82.33483 End: 35.60802, -82.33458):**

**01:**

- Stream Embankment, 148 CY of Cobble Stone Rip Rap Deposits, 74 FT long x 18 FT wide x 3 FT deep, displaced by high velocity flood waters to be re-claimed, 0% work completed.

**02:**

- Stream Embankment, 118.66 CY of Backfill, 89 FT long x 6 FT wide x 6 FT deep, washed out by high velocity flood waters, 0% work completed.

**03:**

- Stream Embankment, 237.33 CY of Erosion Control Geolift, 178 FT long x 6 FT wide x 6 FT high, displaced, collapsed and / or washed out by high velocity flood waters along the embankment on both sides of the river, 0% work completed.

**04:**

- Stream Embankment, 13.18 CY of Cobble Stone Rip Rap, 178 FT long x 2 FT wide x 1 FT high, washed out and displaced by high velocity flood waters along the embankment on both sides of the river, 0% work completed.

**Site 02 (35.60818, -82.33474):**

**01:**

- Stream Embankment, 129.62 CY of Backfill, 35 FT long x 10 FT wide x 10 FT deep, washed out by high velocity flood waters that downed a tree within the embankment on the NE side of the creek, 0% work completed.

**Site 03 (Start: 35.60917, -82.33575 End: 35.60899, -82.33550):**

**01:**

- Stream Embankment, 133.33 CY of Backfill, 100 FT long x 6 FT wide x 6 FT deep, washed out along the embankment by high velocity flood waters, 0% work completed.

**02:**

- Stream Embankment, 337.33 CY of Erosion Control Geolift, 253 FT long x 6 FT wide x 6 FT high, displaced, collapsed and / or washed out by high velocity flood waters along the embankment on both sides of the stream, 0% work completed.

**03:**

- Stream Embankment, 18.74 CY of Cobble Stone Rip Rap, 253 FT long x 2 FT wide x 1 FT high, washed out and displaced by high velocity flood waters along the embankment on both sides of the stream, 0% work completed.

**Changes made to the DDD to reflect differences between what was presented by the applicant during the inspection and what was later presented by the engineering firm/repair estimates, as well as additional Method of Repairs/Mitigation efforts (Bank grading and on site soil/wood debris disposal - 540 linear feet, Coir matting - 840 square yards and seeding (temporary, permanent, mulching) - 3 acres).**

## Final Scope

### 786033 Veteran's Park Stream restoration damage

**Work to be completed:**

The applicant will utilize contract and/or force accounts for repairs to Veteran's Park Stream to restore this facility back to its pre-disaster design, function, and capacity within the existing footprint.

Site 01 (Start 35.60811, -82.33483 End: 35.60802, -82.33458)

- A. Replace 148 Cubic Yards of cobble stone rip rap, 74 feet long x 18 feet wide x 3 feet deep.
- B. Replace 118.66 Cubic Yards of backfill, 89 Feet long x 6 Feet wide x 6 Feet deep.
- C. Replace 237.33 Cubic Yards of erosion control geolift, 178 feet long x 6 feet wide x 6 feet high.
- D. Replace 13.18 Cubic Yards of cobble stone rip rap, 178 feet long x 2 feet wide x 1 feet high.

Site 02 35.60818, -82.33474

- E. Replace 129.62 Cubic Yards of backfill, 35 Feet long x 10 Feet wide x 10 Feet deep.

Site 03 Start: 35.60917, -82.33575 End: 35.60899, -82.33550

F. Replace 133.33 Cubic Yards of backfill, 100 Feet long x 6 Feet wide x 6 Feet deep.

G. Replace 337.33 Cubic Yards of erosion control geolift, 253 feet long x 6 feet wide x 6 feet high.

H. Replace 18.74 Cubic Yards of cobble stone rip rap, 253 feet long x 2 feet wide x 1 feet high.

Work to be Completed: **\$ 89,570.00**

#### **Project Notes:**

1. All site estimates for work to be completed were generated by the FEMA CRC using Applicant's provided scope and cost, which found to be reasonable and have been partially validated, the live stakes and bare root trees and shrubs cannot be included in the restore to pre-disaster scope since the engineer's report states the following: "Installation of live stakes and bare root trees and shrubs had not taken place before the flood, so this work would be included in the repair."; see attachment: page 3, *engineer's report veterans park flood damage 120821.pdf*. See attachment labeled: 436912 - DR4617NC - Cost Estimate.xlsx and Proj#436912-DR4617NC- -Black Mountain River Damage- Applicants Quotes.pdf, p.2.
2. Changes made to the DDD to reflect differences between what was presented by the applicant during the inspection and what was later presented by the engineering firm/repair estimates, as well as additional Method of Repairs/Mitigation efforts (Bank grading and on-site soil/wood debris disposal - 540 linear feet, Coir matting - 840 square yards and seeding (temporary, permanent, mulching) - 3 acres). For dimensions and quantities, See please attachments: Engineer's Report Veterans Park Flood Damage 120821.pdf and Project#436912\_DDD\_supporting\_documentation.pdf, page 3.
3. All procurement documents have been provided and reviewed. See attachment: DR4517NC-Black Mountain - Procurement Purchasing Policy request for council.pdf. No cost estimation or validation has been performed for estimates or invoices that are in accordance with the Applicant's procurement policy.
4. Coordinates for damaged facilities were checked for accuracy. Site 3 correct GPS coordinates: Start 35.609794, -82.336634, End 35.609415, -82.335927. See attachment: Site\_3-GPS\_Coordinates.pdf
5. Applicant will comply with its local, state, federal procurement laws, regulations, and procedures.
6. Firmette shows project to be within the Floodway of Zone AE and in the adjacent Flood Zone AE.
7. Project involves work in water. Applicant states all permits for the initial installation of Geolift stream restoration project are still in effect as of 12/09/2021. Project was completed in Late July, 2021 and hard hit by the flood on August 16 and 17, 2021. Repairs to the Geolift will be made from same access paths used in original construction.
8. The Applicant provided scope and cost in order to restore the Veteran's Park to pre-disaster condition; moreover, the Applicant seeks mitigation opportunities in order to include features that are intended to make the project more resilient to floods. See attachment: Option 2, page 8, Engineer's Report Veterans Park Flood Damage 120821.pdf.
9. EHP RFI-PRJ-68890 – canceled. Supporting documents uploaded: swannanoa veterans park repairs flooding memo 042122.pdf and vet park repairs RAS.zip

#### **(I) Damage Description & Dimensions (DDD):**

On August 16<sup>th</sup> thru 18<sup>th</sup> 2021, Tropical Storm Fred impacted the state of North Carolina, with high-speed winds and high velocity flood waters overtopped the riverbank causing the recent restoration project to fail. Along the bank, Geolifts were damaged and/or displaced and the cobble stone rip rap was displaced into the riverbed, narrowing the stream further upriver. The flood waters also eroded the embankment across the river causing a tree to topple over resulting in further failure and collapsing of the Geolifts on that side.

Total repair cost of damaged elements (*Pre-disaster*) being protected by the HMP at this site = **\$89,570.00** For reference as In-Kind cost can be found under 406 HM document section file: DR4617NC CRC Cost estimate- In Kind- 436912 - Black Mountain-VeteransPark River.

#### **(II) Hazard Mitigation Proposal (HMP) Scope of work:**

In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project that will include the removal of the berm from the western floodplain and planting a "shrub fence" in its place. Reconstruction of the existing cinder trail at the floodplain elevation on the park side of the "shrub fence". Addition of a boulder vane on the left bank near station 0+60 to re-direct flow from the box culvert under Interstate 40 toward the center of the channel. Addition of rock screenings for trail, addition of three courses of geolifts on the left bank between stations 0+70 and 2+00, coupled with excavation of a bankfull bench behind the geolifts to lower the bank to the natural floodplain elevation. Addition of three boulder spur vanes to narrow the channel bottom width between stations 8+20 and 9+20. Also, as a mitigation plan a more resilient repair technique the applicant will use an **Erosion Control solution** will also include a *Bank Grading*, a *Constructed Riffle*, non-woven filter fabric for structure and trail, *shrubs*, *erosion control matt*, and *seeding*. The reference for the applicant's estimate can be found on Grants Manager under 406 Hazard Mitigation document section by the file name: DR4617NC Rock Creek-Applicants Quote-436912 -Black Mountain-Veterans Park.

### **(III) Hazard Mitigation Proposal (HMP) Cost:**

Subtotal of cost of Items Needed if the HMP is Approved = \$ **163,950** (\$ additional)

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ **89,570.00** (\$ deduction)

**Net Hazard Mitigation cost = \$ 74,380.00** (\$ additional - \$ deduction)

### **(IV) Cost Effectiveness Calculation:**

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = **\$74,380.00 / \$89,570.00 x 100 = 83.04% ≤ 100%.**

### **(V) HMP Cost-Effectiveness:**

The mitigation measure listed in **Section IV- Hazard Mitigation sub-section A – Cost-effective Evaluation pg. 155-156. The mitigation measure is specifically listed in Appendix J: "Cost-Effective Public Assistance Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies"**. This mitigation measure does not exceed the 100 percent of the eligible repair cost and is considered to be cost-effective.

This Hazard Mitigation Proposal cost is **83.04 %** of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4, Chapter 8 Section IX- sub-Section E, **Parks, Recreational, Other (Category G)**. *"Plantings (such as trees, shrubs, and other vegetation) are eligible when they are part of the restoration of an eligible facility for the purpose of erosion control, to minimize sediment runoff, or to stabilize slopes, including dunes on eligible improved beaches."*

Also, on the **Appendix J; section I, sub-section B: "For the purpose of Erosion Control, add properly designed entrance and exit structures, such as a headwall, wingwalls, flared aprons, or energy dissipation measures to increase efficiency and help to minimize scour and erosion. Depending on the severity of erosion, solutions for bank protection may include gabion baskets, rip rap, cast-in-place concrete, crushed stone or rock, grouted rip rap407, sheet-piling, geotextile fabric, or similar measures to control erosion. Alternatively, the use of vegetation or a combination of vegetation and construction materials such as live fascines, vegetated geogrids, live crib walls, brush mattresses, root wads, or similar measures are eligible. The Applicant should consider using green infrastructure techniques such as bioswales, bioretention, rain gardens and similar techniques that may be used in public drainage systems."**

### **(VI) Compliances and Assurances:**

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award. The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory



codes and standards of the State of **North Carolina**. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work. Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

Cost

| Code            | Quantity | Unit     | Total Cost  | Section     |
|-----------------|----------|----------|-------------|-------------|
| 9001 (Contract) | 1.00     | Lump Sum | \$89,570.00 | Uncompleted |

|                            |              |
|----------------------------|--------------|
| CRC Gross Cost             | \$89,570.00  |
| Total 406 HMP Cost         | \$74,380.00  |
| Total Insurance Reductions | \$0.00       |
| CRC Net Cost               | \$163,950.00 |
| Federal Share (90.00%)     | \$147,555.00 |
| Non-Federal Share (10.00%) | \$16,395.00  |

## Award Information

### Version Information

| Version # | Eligibility Status | Current Location | Bundle Number               | Project Amount | Cost Share | Federal Share Obligated | Date Obligated |
|-----------|--------------------|------------------|-----------------------------|----------------|------------|-------------------------|----------------|
| 0         | Eligible           | Awarded          | PA-04-NC-4617-PW-00075(131) | \$163,950.00   | 90 %       | \$147,555.00            | 5/20/2022      |

### Drawdown History

| EMMIE Drawdown Status As of Date | IFMIS Obligation # | Expenditure Number | Expended Date | Expended Amount |
|----------------------------------|--------------------|--------------------|---------------|-----------------|
| No Records                       |                    |                    |               |                 |

### Obligation History

| Version # | Date Obligated | Obligated Cost | Cost Share | IFMIS Status | IFMIS Obligation # |
|-----------|----------------|----------------|------------|--------------|--------------------|
|-----------|----------------|----------------|------------|--------------|--------------------|

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

Project re-worked with no changes to prior insurance determination.

The scope of work represented in this project is neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments.

#### FEMA Policy 206-086-1

##### **PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)**

**A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

Kenneth Johnson, Insurance Specialist, CRC East

## O&M Requirements

There are no Obtain and Maintain Requirements on **Veteran's Park River Restoration Damage**.

## 406 Mitigation

In order to protect against and lessen the impact of future events, applicant has requested PA mitigation funding for this project that will include the removal of the berm from the western floodplain and planting a "shrub fence" in its place. Reconstruction of the existing cinder trail at the floodplain elevation on the park side of the "shrub fence". Addition of a boulder vane on the left bank near station 0+60 to re-direct flow from the box culvert under Interstate 40 toward the center of the channel. Addition of rock screenings for trail, addition of three courses of geolifts on the left bank between stations 0+70 and 2+00, coupled with excavation of a bankfull bench behind the geolifts to lower the bank to the natural floodplain elevation. Addition of three boulder spur vanes to narrow the channel bottom width between stations 8+20 and 9+20. Also, as a mitigation plan a more resilient repair technique the applicant will use an **Erosion Control solution** will also include a *Bank Grading*, a *Constructed Riffle*, non-woven filter fabric for structure and trail, *shrubs*, *erosion control matt*, and *seeding*. The reference for the applicant's estimate can be found on Grants Manager under 406 Hazard Mitigation document section by the file name: DR4617NC Rock Creek-Applicants Quote-436912 -Black Mountain-Veterans Park. For reference as In-Kind cost can be found under 406 HM document section file: DR4617NC CRC Cost estimate- In Kind- 436912 - Black Mountain-VeteransPark River. *J. Santana Colon*

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

### EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential

- archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- EO 11988 Condition: All new construction associated with the project must be protected to the 100-year (1% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting compliance with this condition. The applicant must document coordination with the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
  - EO 11990 Condition: Construction activities and equipment storage are not to be in or impact any adjacent wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas.
  - CWA Condition: The applicant is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to initiating work. The applicant shall comply with all conditions and pre-construction notification requirements of the required permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the applicant's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.
  - NHPA Condition: Prior to conducting repairs, applicant must identify the source and location of fill material and provide this information to NCSHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
  - RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
  - SHM&SW Condition: The applicant shall ensure that all debris is separated and disposed of in a manner consistent with NCDEQ, disposal at permitted facilities guidelines or at a disposal site or landfill authorized by NCDEQ. The applicant is responsible for ensuring contracted removal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

## EHP Additional Info

There is no additional environmental historical preservation on **Veteran's Park River Restoration Damage**.

## Final Reviews

### Final Review

**Reviewed By** CAMPBELL SHIER, LISA L.

**Reviewed On** 05/12/2022 1:38 PM EDT

#### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Abram, John

**Reviewed On** 05/12/2022 4:13 PM EDT

#### Review Comments

approve 05/12/22 ja

## Project Signatures

**Signed By** Harrold, Josh

**Signed On** 05/16/2022



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Ron Sneed, *Town Attorney*      **MEETING DATE:** January 9, 2023

**AGENDA SECTION:** UNFINISHED BUSINESS      **DEPARTMENT:** Legal

**TITLE OF ITEM:** Green Tee Grille Lease – *Ron Sneed, Town Attorney*

**SUGGESTED MOTION(S):** *I move that Council approve the lease agreement for the Golf Course Snack Shop (Green Tee Grille) as presented [or amended].*

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**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.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:** DRAFT Lease Agreement



## GOLF COURSE SNACK SHOP LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of January, 2023, 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 19<sup>th</sup> Hole for an additional year as allowed by the lease entered into in 2022 , and the term of the lease extension shall be twelve (12) months, beginning February 1, 2023, and running from February 1, 2023, until January 31, 2024 (the "extended term").
2. The Lessee shall have 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, 2023. 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, 2023. 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, 2023. 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, may close on Mondays to adjust for staffing shortages and slow business, 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 AGENDA ITEM SUMMARY

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**SUBMITTER:** Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** January 9, 2023  
*Project & Facilities Manager/Deputy Clerk*

**AGENDA SECTION:** UNFINISHED BUSINESS      **DEPARTMENT:** ADMINISTRATION

**TITLE OF ITEM:** DRAFT RFP for Town Attorney Services – *Town Council*

**SUGGESTED MOTION(S):** I move that Council direct staff to \_\_\_\_\_ .

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**SUMMARY:** Town Council Members have expressed a desire to issue an RFP (request for proposal) for Town Attorney Services for the benefit of the town and the town attorney. The last RFP was issued in 2018.

### ATTACHMENTS:

- i. DRAFT RFP for Town Attorney Services

# REQUEST FOR PROPOSAL TO PROVIDE LEGAL SERVICES January 2023



## TOWN OF BLACK MOUNTAIN NORTH CAROLINA (pop. 8,452)

The Town of Black Mountain is requesting proposals from attorneys and/or law firms to be designated as the Town Attorney to provide legal services to the Town of Black Mountain. The position of Town Attorney is an administrative officer of the Town and is appointed by and serves at the pleasure of the Town Council. Licensed attorneys who wish to be considered for the post should submit a proposal to the Town Council, 160 Midland Avenue, Black Mountain, NC 28711.

### **RFP Submission**

Sealed proposals will be received by the Town Clerk on or before **Thursday, March 9, 2023, at 5 p.m.** Envelope should be clearly marked "Town Attorney Proposal" so that no error in opening will occur. Proposals will be publicly opened at this time and evaluated by the Town Council at their March 13, 2023, regular meeting or as soon thereafter as possible.

All correspondence regarding this RFP should be addressed to:

Town of Black Mountain, Town Clerk

160 Midland Ave.

Black Mountain, NC 28711

(828) 419-9310 x 210

[Town.clerk@tobm.org](mailto:Town.clerk@tobm.org)

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

PHONE: 828-419-9310

FAX: 828-669-4204

[www.townofblackmountain.org](http://www.townofblackmountain.org)

[town.clerk@tobm.org](mailto:town.clerk@tobm.org)

## **TOWN ATTORNEY POSITION OVERVIEW**

The Town of Black Mountain operates under the Council-Manager form of government, with 5 voting Council Members and a Mayor, all elected at large for four-year staggered terms. Under this form of government, the Town Attorney is appointed directly by the Town Council. The position of Town Attorney is an administrative officer of the Town and is appointed by and serves at the pleasure of the Town Council. There is no specified term for the Town Attorney's service, however the terms of appointment may be reviewed every four years, coincident with installation of the Board following each municipal election. Neither the Mayor nor Town Manager have appointing authority for the Town Attorney, but a close and cooperative working relationship among the Town Attorney, Council, Town Manager, Town Clerk, and Town staff is essential.

The Town Council has directed the Town Clerk to solicit expressions of interest from those individuals interested in filling this position. The Town Attorney will provide general legal counsel to the Council, Town Manager, Town Clerk, and town staff, and, if necessary, will provide legal counsel, and/or coordinate additional outside legal counsel to the Town as plaintiff or defendant.

The purpose of all submitted proposals is to demonstrate the qualifications, competence, depth and capability of the firms seeking to provide legal services to the Town of Black Mountain in conformity with the requirements of this request for proposals. The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the request for proposals.

NOTE: The Town Council prefers that the firm handling the Town Attorney duties maintains a staffed local office in Buncombe County.

### **SCOPE OF SERVICES**

In accordance with the Town of Black Mountain Charter, Section 19, the Town Attorney shall perform the following duties:

- a) Attend all meetings of the Town Council (two regular meetings per month plus special meetings, work sessions, Council retreats, etc.). (Regular meeting is held on the second Monday of the month at 6:00 PM and the Agenda Workshop Meeting is held on the Thursday prior to the second Monday of the month at 5:00 PM, with schedule subject to change)
- b) Act as legal advisor to the Council, Manager, Clerk, Finance Director, and other department heads and other Town Boards or committees in matters relating to their official powers and duties.

- c) Provide legal prosecution and defense for and against the Town, and for and against Town officials and staff acting in their official Town capacity.
- d) Prosecute all ordinance violations and represent the Town in cases before the State and Federal courts and other matters including code violation enforcement actions and all civil suits filed by or against the Town.
- e) Prepare or review all ordinances, resolutions, contracts, bonds, and other instruments as may be required by the Town Charter or the Council and provide a legal opinion thereof.
- f) On rare occasions, review police reports, prepare complaints and warrants, prosecute violations, and pursue victims' rights remedies, including collection of restitution as may be required by the Town Council or Manager.
- g) Attendance at quasi-judicial board meetings (Board of Adjustment, Historic Preservation Commission) and advisory boards (Planning Board, etc.) and provide legal advice for other Town boards and commissions as requested by Council, and/or Town Manager.
- h) Provide assistance with real estate transactions, including foreclosures, preparation of deeds and property descriptions, filing of liens, and sale or acquisition of property associated with Town projects and/or operations
- i) Provide assistance with development and review of deeds, contracts, offers and any other instruments relating to the business of the Town as requested
- j) Advise the Town Council, Town Manager, Town Clerk, and other Town officials or department heads, as to the legality and legal consequences of proposed courses of action and provide relevant trainings to reaffirm guidance (i.e. sexual harassment, employment law, legal updates, etc.).
- k) Advise the Council relative to hiring outside attorneys.
- l) Perform such other duties as may be prescribed by Charter or Council.

### **ESTIMATED WORKLOAD AND SUPPORT SERVICES**

The Town does not guarantee a set workload or billable hours. However, to provide assistance in the development of a proposal, the following estimate of hours spent by the Town's current Counsel for the last three fiscal years is provided in Exhibit A, B and C. Please note that the Town currently utilizes three attorneys for services. Sneed & Stearns, P.A. (Town Attorney); William Morgan (used rarely in the event of a conflict with Town Attorney), and Susan Russo Klein of Roberts & Stevens Law Firm (used for HR related matters).

The Town Attorney shall provide all the administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff and supplies and equipment.

For work product and services outside of the retainer services, the Town Attorney shall provide time records and detailed costs for supplies and other service items that are billed to the Town.

Payment for non-retainer services rendered shall be on a monthly basis according to the itemized monthly statements provided by the Town Attorney.

## **RFP INFORMATION**

- I. Provide background information on your firm to include at least the following:
  - a) Office location(s)
  - b) Explain why your firm is qualified to handle the legal services for the Town of Black Mountain and why you are interested in this work.
  - c) Identify key contact person of the firm for this proposal.
- II. Provide information on your firm's specific municipal experience that demonstrates your firm's ability to handle this assignment.
- III. Describe how your firm will handle the day-to-day activities of this assignment. If your firm does not currently have an office in the Town of Black Mountain or Buncombe County, explain your plans to establish a local office if your firm is awarded the Town Attorney duties.
- IV. Provide a list of recent and/or current municipal clients, including a contact person with address and telephone number.
- V. Provide a brief resume of qualifications for each person to be assigned to provide services to the Town under this proposal.
- VI. Provide a statement that the firm will maintain comprehensive liability and workers' compensation insurance on all staff assigned to work for the Town.
- VII. The RFP submitted shall become part of the Town's bid records and will be available for public review.
- VIII. The Town of Black Mountain will not be liable for any costs incurred by any firm in responding to this RFP.
- IX. Provide any other information you consider to be of value in evaluating your firms' qualifications.
- X. Provide a simple, but straight-forward, presentation. Color displays and promotional materials are not necessary. Emphasis should be on completeness, clarity, and content.
- XI. Cost Proposal
  - A. Option I
    1. A lump sum annual (paid monthly) payment amount as a retainer to perform all Charter duties indicated as items a - l under Scope of Services.
    2. Hourly rate(s) to be charged to perform legal services not specifically prescribed by Charter but authorized by the Town Council. (Indicate hourly rates for staff to be assigned).
    3. Indicate the anticipated cost reimbursement expenses associated with 1 and 2.



B. Option II

1. Lump sum monthly amount to cover the following services:
  - a) Attendance at all Council meetings, including special meetings, study sessions and retreat.
  - b) Review of Council meeting minutes.
  - c) Costs of postage, supplies, materials, equipment, and incidental items.
  - d) Consultation and telephone calls with Council and staff less than fifteen (15) minutes in duration with no follow-up research needed.
  - e) All out of pocket expenses for services in the immediate area of Black Mountain/Buncombe County (i.e. mileage, meals, etc.)
2. Hourly rate(s) for all other legal services not covered in 1. above. (Indicate hourly rates for staff to be assigned.)

C. Option III

Firms may submit alternate cost proposals for consideration by Town Council. However, each firm is encouraged to also submit a proposal for either Option A or B.

## EVALUATION AND SELECTION

Firms who submit proposals may be requested to make an oral presentation to the Town Council. The Town Council will evaluate each proposal in regard to the ability of the firm to provide the Town of Black Mountain with quality legal services in a cost effective, efficient and timely manner.

The Town Attorney shall be appointed for indefinite terms by the Town Council and shall hold office during the pleasure of the Council. The contract for legal services will be an at will contract that can be terminated by either party with one hundred-eighty (180) day written notification.

Anticipated award is at the **March 13, 2023**, Council meeting. A contract awarded for attorney services as a result of this RFP will take effect on **July 1, 2023**.

The Town of Black Mountain reserves the right to reject any or all proposals and to waive any irregularities in a proposal and to award a contract that, in the Town Council's judgment, is in the best interests of the Town without regard to cost.

It is the Town of Black Mountain's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Manager in writing if any language, requirement, specification, or combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town Manager no later than ten (10) days prior to the date set for proposals to close.

EXHIBIT A –Sneed & Stearns P.A. Billed Costs

\* INCLUDES COSTS ADVANCED, ATTENDING AGENDA & BOARD MEETINGS, AND 14.35A FEW OTHER MISC SERVICES THAT HAVE A COST, BUT NOT HOURS

|                | HOURS         | COST               |
|----------------|---------------|--------------------|
| <b>FY19-20</b> | 11.1          | \$2,992.00         |
|                | 21.4          | \$5,258.00         |
|                | 18.5          | \$4,501.00         |
|                | 14.35         | \$4,186.85         |
|                | 32.15         | \$8,225.61         |
|                | 12.1          | \$3,182.00         |
|                | 7.4           | \$2,390.77         |
|                | 14.6          | \$3,788.68         |
|                | 14.35         | \$3,557.00         |
|                | 15.5          | \$3,810.00         |
|                | 12.1          | \$3,062.00         |
|                | <b>173.55</b> | <b>\$44,953.91</b> |
| <b>FY20-21</b> | 14.4          | \$3,568.00         |
|                | 11.25         | \$2,875.00         |
|                | 8.9           | \$2,368.20         |
|                | 10.65         | \$2,743.00         |
|                | 15.25         | \$4,486.00         |
|                | 15.1          | \$3,828.00         |
|                | 27.9          | \$6,804.00         |
|                | 71.3          | \$16,083.00        |
|                | 40.7          | \$9,504.00         |
|                | 32.2          | \$7,784.00         |
|                | 17.4          | \$4,378.00         |
|                | <b>265.05</b> | <b>\$64,421.20</b> |
| <b>FY21-22</b> | 29.1          | \$6,952.00         |
|                | 9.65          | \$2,673.00         |
|                | 14.33         | \$3,720.13         |
|                | 18.17         | \$4,036.67         |
|                | 9.95          | \$2,739.00         |
|                | 5.6           | \$1,782.00         |
|                | 10.15         | \$2,822.00         |
|                | 12.9          | \$3,608.00         |
|                | 13.5          | \$3,520.00         |
|                | 24.37         | \$5,888.67         |
|                | 6.65          | \$2,076.22         |
|                | 10.15         | \$2,783.00         |
|                | <b>164.52</b> | <b>\$42,600.69</b> |

EXHIBIT B – William C. Morgan, P.A. Billed Costs

|                | HOURS       | COST              |
|----------------|-------------|-------------------|
| <b>FY19-20</b> | <b>0</b>    | <b>\$0.00</b>     |
| <b>FY20-21</b> | 7.8         | \$1,404.00        |
|                | 5.5         | \$720.00          |
|                | 6.8         | \$1,224.00        |
|                | <b>20.1</b> | <b>\$3,348.00</b> |
| <b>FY21-22</b> | 2.8         | \$504.00          |
|                | <b>2.8</b>  | <b>\$504.00</b>   |

EXHIBIT C – Susan Russo Klein, P.A. Billed Costs

|         | HOURS       | COST               |
|---------|-------------|--------------------|
| FY19-20 | 18.45       | \$3,850.65         |
|         | 1.95        | \$487.50           |
|         | 19.3        | \$3,913.89         |
|         | 17.5        | \$3,561.75         |
|         | 2.65        | \$530.00           |
|         | 2.75        | \$578.59           |
|         | 2.75        | \$550.00           |
|         | 0.5         | \$100.00           |
|         | 4.5         | \$900.00           |
|         | 8.25        | \$1,650.00         |
|         | 5.5         | \$1,100.00         |
|         | <b>84.1</b> | <b>\$17,222.38</b> |
| FY20-21 | 3.25        | \$1,800.00         |
|         | 9.75        | \$1,915.36         |
|         | 13.5        | \$2,720.67         |
|         | 2.75        | \$550.00           |
|         | 4.75        | \$950.00           |
|         | <b>34</b>   | <b>\$7,936.03</b>  |
| FY21-22 | 4           | \$800.00           |
|         | 7.25        | \$1,450.00         |
|         | 2           | \$600.00           |
|         | 5.5         | \$1,114.28         |
|         | 4           | \$800.00           |
|         | 3.25        | \$650.00           |
|         | <b>26</b>   | <b>\$5,414.28</b>  |



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Josh Harrold, *Town Manager*      **MEETING DATE:** January 9, 2023  
**AGENDA SECTION:** UNFINISHED BUSINESS      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Pay Study Presentation – *Josh Harrold, Town Manager & David Hill, Piedmont Triad Regional Council*

**SUGGESTED MOTION(S):** *I move that Council approve the Resolution*

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**SUMMARY:** One of Town Council's main priorities for FY22-23 was to perform a pay study to assure Town employees are being paid a fair wage as well as how Town employees compare with other municipalities in our market area. The Town contracted with David Hill (Piedmont Triad Regional Council) to perform the pay study. This process began in August 2022 with employee position description questionnaires as well as meetings with department heads. Mr. Hill has now completed the pay and classification study.

**BUDGET IMPACT:** ~\$300,000

**Is this expenditure approved in the current fiscal year budget?** No

**If no, describe how it will be funded.** For FY22-23, excess salary and wage funding due to ARPA funding for salaries and wages.

**ATTACHMENTS:** Pay Study

# TOWN OF BLACK MOUNTAIN PAY AND CLASSIFICATION STUDY FINDINGS AND RECOMMENDATIONS



January 9, 2023

Presented by David Hill, Management Analyst, Piedmont Triad Regional Council



# PROCESS AND METHODOLOGY

- Market Competitors Identified:

|                 |                |              |             |
|-----------------|----------------|--------------|-------------|
| Asheville       | Fletcher       | McDowell Co. | Weaverville |
| Biltmore Forest | Hendersonville | Montreat     | Woodfin     |
| Brevard         | Lake Lure      | Morganton    |             |
| Buncombe Co.    | Marion         | Waynesville  |             |

- Employee Kick-Off Meetings Conducted
- Department Director Interviews/Review of Organizational Structure
- Employees Complete 12-Page Position Description Questionnaire



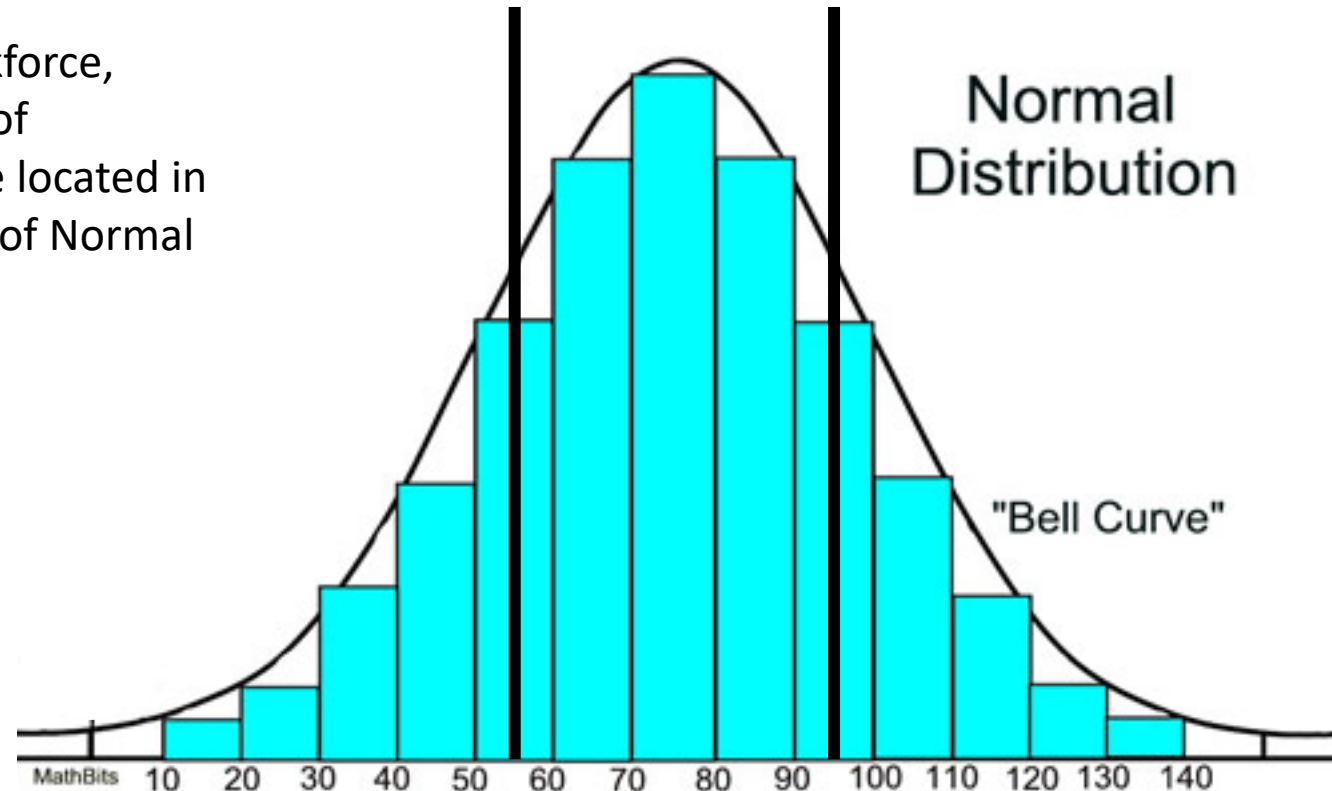
- Pay and Classification Data Requested and Received. Comparative Analysis Conducted.
- Preliminary Findings and Recommendations Developed and Reviewed with Manager.
- Comparative Analysis Continued to Arrive at Recommendations. Reviewed with Manager.
- Recommendations Presented to Council.

# WORKFORCE BENCHMARK ANALYSIS AT BEGINNING OF STUDY

# Standard Deviation “Bell” Curve

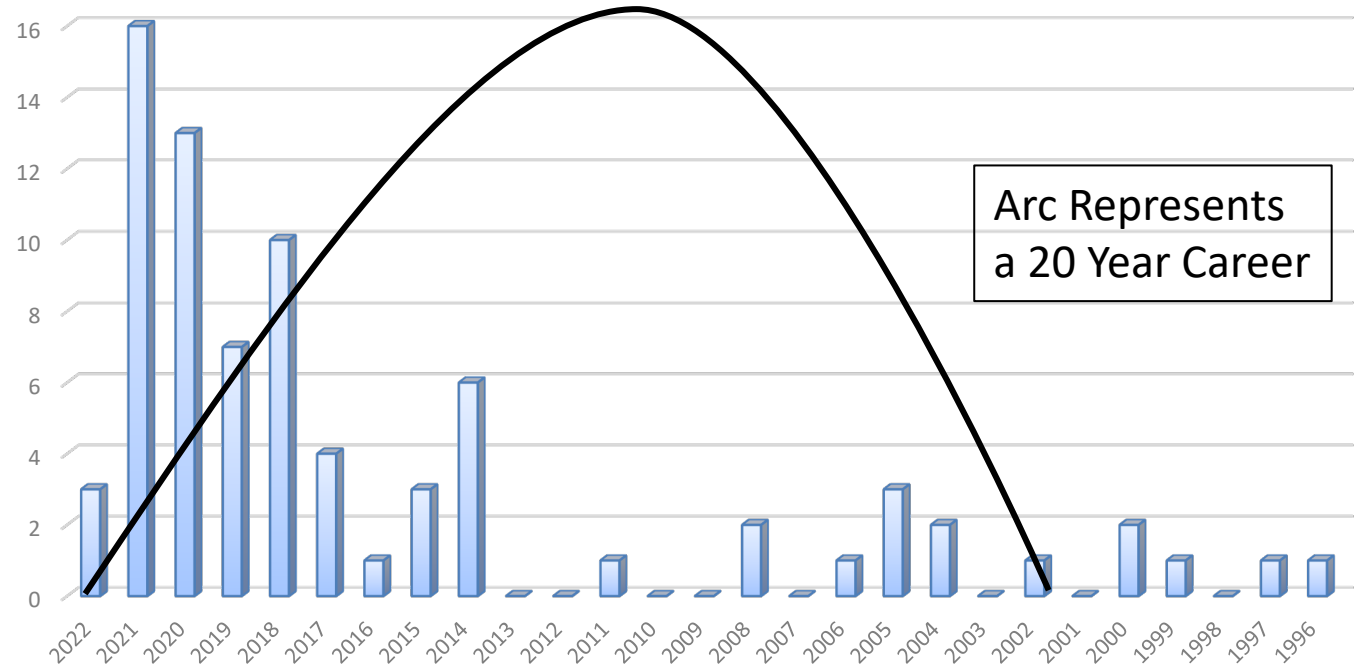
In a mature workforce, practically every element regarding employees' pay and performance would expect to be within standard deviations and resemble the “Bell Curve”

In a mature workforce, typically, 2/3rds of workforce will be located in the middle 1/3<sup>rd</sup> of Normal Distribution.



# EMPLOYEES SHOWN BY YEAR EMPLOYED

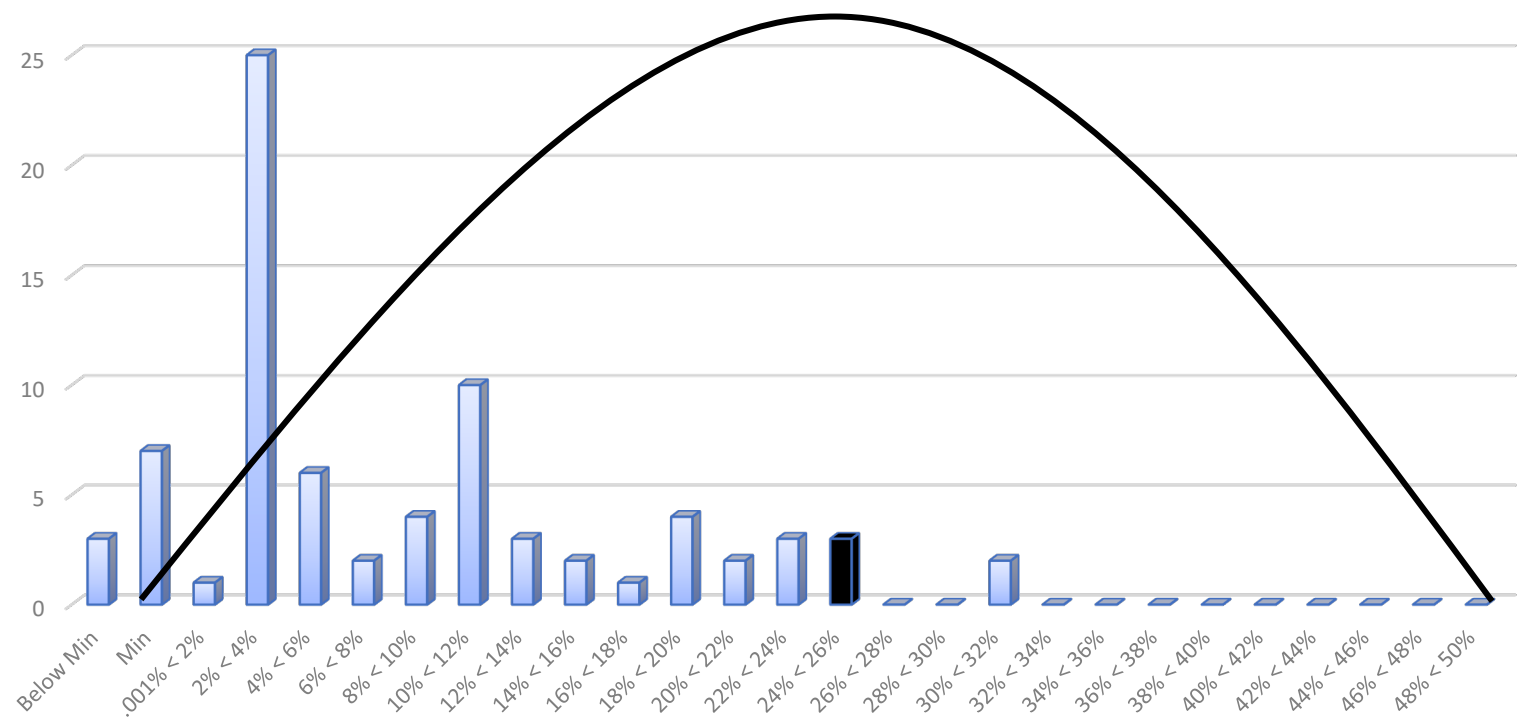
AVERAGE YEARS OF EMPLOYMENT: 6.73



|          |    |       |
|----------|----|-------|
| < 1 YR   | 3  | 3.9%  |
| < 2 YRS  | 17 | 22.4% |
| < 5 YRS  | 47 | 61.8% |
| < 10 YRS | 61 | 80.3% |

# EMPLOYEE SALARIES

## MEASURED AS PERCENT ABOVE GRADE MINIMUM SALARY



Pay Grade Range: 49.94% - 50.22%

|       |    |        |
|-------|----|--------|
| < 2%  | 11 | 14.10% |
| < 5%  | 37 | 47.44% |
| < 10% | 48 | 61.53% |

# MARKET COMPARISON EXAMPLES

| <b>FIREFIGHTER II</b>    | <b>3%</b> | <b>Grd</b> | <b>Min</b>    | <b>Midpt</b>  | <b>Max</b>    | <b>Actual</b> | <b>Range</b>  | <b>CR</b>   | <b>% &gt; Min</b> | <b>Compared Classifications</b> |
|--------------------------|-----------|------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------------|---------------------------------|
| Asheville                |           |            | 50,544        | 56,326        | 66,955        | 49,783        | 32.47%        | 0.88        | -1.51%            | Senior Firefighter              |
| Biltmore Forest          |           |            |               |               |               |               |               |             |                   |                                 |
| Brevard                  |           |            | 48,762        | 51,200        | 73,143        | 46,163        | 50.00%        | 0.90        | -5.33%            | Fire Engineer                   |
| Buncombe County          |           |            |               |               |               |               |               |             |                   |                                 |
| Fletcher                 |           |            |               |               |               |               |               |             |                   |                                 |
| Hendersonville           |           |            | 43,913        | 55,374        | 66,824        | 48,719        | 52.17%        | 0.88        | 10.94%            | Senior Firefighter/EMT          |
| Lake Lure                |           |            | 37,740        | 47,174        | 56,610        |               | 50.00%        |             |                   | Firefighter Engineer            |
| Marion                   |           |            | 37,792        | 48,185        | 58,578        | 39,344        | 55.00%        | 0.82        | 4.11%             | Fire Engineer                   |
| McDowell County          |           |            |               |               |               |               |               |             |                   |                                 |
| Montreat                 |           |            |               |               |               |               |               |             |                   |                                 |
| Morganton                |           |            | 37,861        | 47,327        | 56,792        | 45,868        | 50.00%        | 0.97        | 21.15%            | Fire Engineer                   |
| Waynesville              |           |            | 37,040        | 48,153        | 59,265        | 44,926        | 60.00%        | 0.93        | 21.29%            | Fire Engineer II                |
| Weaverville              |           |            | 43,998        | 53,898        | 63,797        | 56,237        | 45.00%        | 1.04        | 27.82%            | Fire Engineer                   |
| Woodfin                  |           |            |               |               |               |               |               |             |                   |                                 |
| <b>Black Mountain</b>    |           | <b>10</b>  | <b>40,607</b> | <b>50,746</b> | <b>60,885</b> | <b>44,719</b> | <b>49.94%</b> | <b>0.88</b> | <b>10.13%</b>     |                                 |
| Average                  | 43,472    | 3.9%       | 42,206        | 50,955        | 62,746        | 47,291        | 48.66%        | 0.93        | 12.05%            | 5.8%                            |
| Median                   | 42,114    | 0.7%       | 40,887        | 49,693        | 61,531        | 46,163        | 50.49%        | 0.93        | 12.90%            | 3.2%                            |
| <b>Recommended Grade</b> |           | <b>11</b>  | <b>43,394</b> | <b>54,242</b> | <b>65,090</b> |               | <b>50.00%</b> | <b>0.00</b> | <b>-100.00%</b>   |                                 |

| PUBLIC SERVICES TECH. I  | 3%     | Grd      | Min           | Midpt         | Max           | Actual        | Range         | CR          | % > Min         | Compared Classifications                         |
|--------------------------|--------|----------|---------------|---------------|---------------|---------------|---------------|-------------|-----------------|--------------------------------------------------|
| Asheville                |        |          | 36,067        | 44,574        | 53,102        | 40,625        | 47.23%        | 0.91        | 12.64%          | Tradesworker                                     |
| Biltmore Forest          |        |          |               |               |               | 38,001        |               |             |                 | Public Services I                                |
| Brevard                  |        |          | 34,654        | 363,387       | 51,981        | 38,589        | 50.00%        | 0.11        | 11.36%          | Streets, Building, & Grounds Maintenance Worker  |
| Buncombe County          |        |          | 39,603        | 47,548        | 55,432        | 47,013        | 39.97%        | 0.99        | 18.71%          | Maintenance Technician I                         |
| Fletcher                 |        |          | 33,076        | 41,150        | 49,224        | 36,244        | 48.82%        | 0.88        | 9.58%           | Public Works Maintenance Specialist              |
| Hendersonville           |        |          | 30,712        | 49,725        | 53,040        | 45,598        | 72.70%        | 0.92        | 48.47%          | Facilities Maintenance Technician I              |
| Lake Lure                |        |          | 31,049        | 38,811        | 46,748        | 38,220        | 50.56%        | 0.98        | 23.10%          | Maintenance Tech. I                              |
| Marion                   |        |          | 28,200        | 50,955        | 73,710        | 30,529        | 161.38%       | 0.60        | 8.26%           | Public Works Technician                          |
| McDowell County          |        |          | 26,262        | 26,748        | 30,870        | 34,950        | 17.55%        | 1.31        | 33.08%          | Public Information Technician                    |
| Montreat                 |        |          |               |               |               | 39,839        |               |             |                 | Utility Maintenance Worker                       |
| Morganton                |        |          | 31,149        | 38,936        | 40,361        | 36,302        | 29.57%        | 0.93        | 16.54%          | Maintenance Worker - Street Maintenance          |
| Waynesville              |        |          | 39,679        | 51,582        | 63,486        | 45,979        | 60.00%        | 0.89        | 15.88%          | Public Service Facilities Maintenance Technician |
| Weaverville              |        |          | 36,816        | 45,099        | 53,383        | 39,895        | 45.00%        | 0.88        | 8.36%           | Maintenance Worker                               |
| Woodfin                  |        |          | 35,939        | 44,924        | 53,909        | 39,358        | 50.00%        | 0.88        | 9.51%           | Laboror                                          |
| <b>Black Mountain</b>    |        | <b>6</b> | <b>33,350</b> | <b>41,655</b> | <b>50,065</b> | <b>37,223</b> | <b>50.12%</b> | <b>0.89</b> | <b>11.61%</b>   |                                                  |
| Average                  | 34,609 | 0.8%     | 33,601        | 70,287        | 52,104        | 39,367        | 55.07%        | 0.56        | 17.16%          | 5.8%                                             |
| Median                   | 34,881 | 1.5%     | 33,865        | 45,012        | 53,071        | 38,974        | 56.71%        | 0.87        | 15.08%          | 4.7%                                             |
| <b>Recommended Grade</b> |        | <b>7</b> | <b>35,700</b> | <b>44,625</b> | <b>53,550</b> |               | <b>50.00%</b> | <b>0.00</b> | <b>-100.00%</b> |                                                  |



# RECOMMENDATIONS

# CURRENT PAY PLAN

| GRADE | MIN    | MIDPT   | MAX     | RANGE  | DIFF MIN | DIFF MID | DIFF MAX |
|-------|--------|---------|---------|--------|----------|----------|----------|
| 6     | 33,350 | 41,655  | 50,065  | 50.12% |          |          |          |
| 7     | 35,027 | 43,751  | 52,528  | 49.96% | 5.03%    | 5.03%    | 4.92%    |
| 8     | 36,756 | 46,004  | 55,174  | 50.11% | 4.94%    | 5.15%    | 5.04%    |
| 9     | 38,642 | 48,309  | 57,977  | 50.04% | 5.13%    | 5.01%    | 5.08%    |
| 10    | 40,607 | 50,746  | 60,885  | 49.94% | 5.09%    | 5.04%    | 5.02%    |
| 11    | 42,625 | 53,313  | 64,030  | 50.22% | 4.97%    | 5.06%    | 5.17%    |
| 12    | 44,865 | 56,091  | 67,344  | 50.10% | 5.26%    | 5.21%    | 5.18%    |
| 13    | 47,105 | 58,868  | 70,657  | 50.00% | 4.99%    | 4.95%    | 4.92%    |
| 14    | 49,437 | 61,750  | 74,168  | 50.03% | 4.95%    | 4.90%    | 4.97%    |
| 15    | 52,030 | 64,972  | 78,019  | 49.95% | 5.25%    | 5.22%    | 5.19%    |
| 16    | 54,650 | 68,326  | 81,949  | 49.95% | 5.04%    | 5.16%    | 5.04%    |
| 17    | 57,401 | 71,705  | 86,088  | 49.98% | 5.03%    | 4.95%    | 5.05%    |
| 18    | 60,335 | 75,451  | 90,516  | 50.02% | 5.11%    | 5.22%    | 5.14%    |
| 19    | 63,623 | 79,528  | 95,434  | 50.00% | 5.45%    | 5.40%    | 5.43%    |
| 20    | 66,911 | 83,638  | 100,366 | 50.00% | 5.17%    | 5.17%    | 5.17%    |
| 21    | 70,199 | 87,748  | 105,298 | 50.00% | 4.91%    | 4.91%    | 4.91%    |
| 22    | 73,487 | 91,851  | 110,217 | 49.98% | 4.68%    | 4.68%    | 4.67%    |
| 23    | 77,285 | 96,606  | 115,927 | 50.00% | 5.17%    | 5.18%    | 5.18%    |
| 24    | 81,084 | 101,414 | 121,666 | 50.05% | 4.92%    | 4.98%    | 4.95%    |
| 11A   | 44,756 | 55,979  | 67,231  | 50.22% |          |          |          |
| 12A   | 47,128 | 58,910  | 70,692  | 50.00% | 5.30%    | 5.24%    | 5.15%    |
| 13A   | 49,625 | 62,031  | 74,437  | 50.00% | 5.30%    | 5.30%    | 5.30%    |
| 14A   | 51,908 | 64,838  | 77,877  | 50.03% | 4.60%    | 4.53%    | 4.62%    |
| 15A   | 54,645 | 68,306  | 81,967  | 50.00% | 5.27%    | 5.35%    | 5.25%    |
| 16A   | 57,382 | 71,742  | 83,540  | 45.59% | 5.01%    | 5.03%    | 1.92%    |

# PROPOSED PAY PLAN

| GRADE | MIN    | MIDPT   | MAX     | RANGE  | DIFF MIN | DIFF MID | DIFF MAX |
|-------|--------|---------|---------|--------|----------|----------|----------|
| 6     | 34,000 | 42,500  | 51,000  | 50.00% |          |          |          |
| 7     | 35,700 | 44,625  | 53,550  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 8     | 37,485 | 46,856  | 56,228  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 9     | 39,359 | 49,199  | 59,039  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 10    | 41,327 | 51,659  | 61,991  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 11    | 43,394 | 54,242  | 65,090  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 12    | 45,563 | 56,954  | 68,345  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 13    | 47,841 | 59,802  | 71,762  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 14    | 50,233 | 62,792  | 75,350  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 15    | 52,745 | 65,931  | 79,118  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 16    | 55,382 | 69,228  | 83,074  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 17    | 58,152 | 72,689  | 87,227  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 18    | 61,059 | 76,324  | 91,589  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 19    | 64,112 | 80,140  | 96,168  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 20    | 67,318 | 84,147  | 100,977 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 21    | 70,684 | 88,354  | 106,025 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 22    | 74,218 | 92,772  | 111,327 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 23    | 77,929 | 97,411  | 116,893 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 24    | 81,825 | 102,281 | 122,738 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 25    | 85,916 | 107,395 | 128,874 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 26    | 90,212 | 112,765 | 135,318 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 27    | 94,723 | 118,403 | 142,084 | 50.00% | 5.00%    | 5.00%    | 5.00%    |

- Adopt Recommended Pay Plan on Preceding Slide.
- Assign Each Position to the Market Supported Pay Grade, for Example, Public Service Technician I Moves From Current Grade 6 to Proposed Grade 7.
- Establish Each Employee's Salary at the Same Compa-ratio (Relative Position to the Midpoint of the Grade Range) as They Hold in Their Current Pay Grade Range, for Example, an Employee's Salary in grade 6, is 20% above the Minimum Salary for Grade 6. The Employee's Position is Assigned to Grade 7. The Employee's Salary is Established at 20% Above the Minimum for Grade 7.

- What Does the Compa-ratio Model Accomplish?
  - ✓ Maintains Relative Position of Employee Salaries to Each Other.
  - ✓ Does Not Create Salary Compression.

# IMPLEMENTATION

|                            |           |
|----------------------------|-----------|
| Salaries                   | \$278,938 |
| 25% FICA/Retirement/401(k) | \$69,735  |
| Total                      | \$348,673 |

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN  
ADOPTING A NEW PERSONNEL POSITION CLASSIFICATION AND PAY PLAN FOR  
THE TOWN OF BLACK MOUNTAIN**

**WHEREAS,** the Town of Black Mountain has adopted by resolution the official Personnel Policy and Pay Plan for the Town; and

**WHEREAS,** the Town Council has granted authority to the Town Manager within his duties as set out in North Carolina General Statute 160A-148 to prepare and maintain the position classification plan and pay plan for town employees; and

**WHEREAS,** the Town contracted with David Hill, Management Analyst, Piedmont Triad Regional Council in 2022 to conduct a Pay and Classification Study for the Town of Black Mountain, NC and the Town Manager has reviewed that study and recommend its adoption by the Town Council.

**NOW THEREFORE, BE IT RESOLVED THAT**

- Section 1. The Proposed Pay Plan marked as **Exhibit A** and the Proposed Pay Grades marked as **Exhibit B** in the “Pay and Classification Study for the Town of Black Mountain, NC, prepared by David Hill, Management Analyst, Piedmont Triad Regional Council, attached hereto and incorporated by reference, are hereby adopted as the Personnel Position and Classification Pay Plan for the Town of Black Mountain, North Carolina.
- Section 2. That the Town Manager is responsible for administering the Plan under the Personnel Policy Resolution of the Town of Black Mountain, NC, and placing employees in the appropriate point in the assigned grades as recommended by David Hill, Management Analyst, Piedmont Triad Regional Council, Study noted above.
- Section 3. That to preserve the integrity of this Plan as adopted by the Town Council, no new job classification can be created and assigned a pay grade, and no amendment to an existing job classification that either increases or decreases its pay grade or changes the job title may be adopted, except by a further written resolution or ordinance duly adopted by the Town Council.
- Section 4. That all job descriptions shall be approved and if necessary, subsequently amended, by the Human Resources Coordinator, subject to the approval of the Town Manager.
- Section 5. That the Human Resources Coordinator shall be responsible for maintaining a current listing of all job classifications and the pay grades, which includes all amendments.

Section 6. That this Resolution shall be effective upon the date of its adoption. However, any placement of an individual employee within the new grade that results in a pay increase, shall be made effective in the next regular pay cycle.

**READ, APPROVED AND ADOPTED** this 9<sup>th</sup> day of January 2023.

**ATTEST:**

\_\_\_\_\_  
C. Michael Sobol, Mayor

\_\_\_\_\_  
Angela L. Reece, Deputy Town Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Susan Russo Klein, Personnel Attorney

# EXHIBIT A- CURRENT PAY PLAN

## CURRENT PAY PLAN

| GRADE | MIN    | MIDPT   | MAX     | RANGE  | DIFF MIN | DIFF MID | DIFF MAX |
|-------|--------|---------|---------|--------|----------|----------|----------|
| 6     | 33,350 | 41,655  | 50,065  | 50.12% |          |          |          |
| 7     | 35,027 | 43,751  | 52,528  | 49.96% | 5.03%    | 5.03%    | 4.92%    |
| 8     | 36,756 | 46,004  | 55,174  | 50.11% | 4.94%    | 5.15%    | 5.04%    |
| 9     | 38,642 | 48,309  | 57,977  | 50.04% | 5.13%    | 5.01%    | 5.08%    |
| 10    | 40,607 | 50,746  | 60,885  | 49.94% | 5.09%    | 5.04%    | 5.02%    |
| 11    | 42,625 | 53,313  | 64,030  | 50.22% | 4.97%    | 5.06%    | 5.17%    |
| 12    | 44,865 | 56,091  | 67,344  | 50.10% | 5.26%    | 5.21%    | 5.18%    |
| 13    | 47,105 | 58,868  | 70,657  | 50.00% | 4.99%    | 4.95%    | 4.92%    |
| 14    | 49,437 | 61,750  | 74,168  | 50.03% | 4.95%    | 4.90%    | 4.97%    |
| 15    | 52,030 | 64,972  | 78,019  | 49.95% | 5.25%    | 5.22%    | 5.19%    |
| 16    | 54,650 | 68,326  | 81,949  | 49.95% | 5.04%    | 5.16%    | 5.04%    |
| 17    | 57,401 | 71,705  | 86,088  | 49.98% | 5.03%    | 4.95%    | 5.05%    |
| 18    | 60,335 | 75,451  | 90,516  | 50.02% | 5.11%    | 5.22%    | 5.14%    |
| 19    | 63,623 | 79,528  | 95,434  | 50.00% | 5.45%    | 5.40%    | 5.43%    |
| 20    | 66,911 | 83,638  | 100,366 | 50.00% | 5.17%    | 5.17%    | 5.17%    |
| 21    | 70,199 | 87,748  | 105,298 | 50.00% | 4.91%    | 4.91%    | 4.91%    |
| 22    | 73,487 | 91,851  | 110,217 | 49.98% | 4.68%    | 4.68%    | 4.67%    |
| 23    | 77,285 | 96,606  | 115,927 | 50.00% | 5.17%    | 5.18%    | 5.18%    |
| 24    | 81,084 | 101,414 | 121,666 | 50.05% | 4.92%    | 4.98%    | 4.95%    |
| 11A   | 44,756 | 55,979  | 67,231  | 50.22% |          |          |          |
| 12A   | 47,128 | 58,910  | 70,692  | 50.00% | 5.30%    | 5.24%    | 5.15%    |
| 13A   | 49,625 | 62,031  | 74,437  | 50.00% | 5.30%    | 5.30%    | 5.30%    |
| 14A   | 51,908 | 64,838  | 77,877  | 50.03% | 4.60%    | 4.53%    | 4.62%    |
| 15A   | 54,645 | 68,306  | 81,967  | 50.00% | 5.27%    | 5.35%    | 5.25%    |
| 16A   | 57,382 | 71,742  | 83,540  | 45.59% | 5.01%    | 5.03%    | 1.92%    |





## EXHIBIT B – PROPOSED PAY PLAN

### PROPOSED PAY PLAN

| GRADE | MIN    | MIDPT   | MAX     | RANGE  | DIFF MIN | DIFF MID | DIFF MAX |
|-------|--------|---------|---------|--------|----------|----------|----------|
| 6     | 34,000 | 42,500  | 51,000  | 50.00% |          |          |          |
| 7     | 35,700 | 44,625  | 53,550  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 8     | 37,485 | 46,856  | 56,228  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 9     | 39,359 | 49,199  | 59,039  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 10    | 41,327 | 51,659  | 61,991  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 11    | 43,394 | 54,242  | 65,090  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 12    | 45,563 | 56,954  | 68,345  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 13    | 47,841 | 59,802  | 71,762  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 14    | 50,233 | 62,792  | 75,350  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 15    | 52,745 | 65,931  | 79,118  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 16    | 55,382 | 69,228  | 83,074  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 17    | 58,152 | 72,689  | 87,227  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 18    | 61,059 | 76,324  | 91,589  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 19    | 64,112 | 80,140  | 96,168  | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 20    | 67,318 | 84,147  | 100,977 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 21    | 70,684 | 88,354  | 106,025 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 22    | 74,218 | 92,772  | 111,327 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 23    | 77,929 | 97,411  | 116,893 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 24    | 81,825 | 102,281 | 122,738 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 25    | 85,916 | 107,395 | 128,874 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 26    | 90,212 | 112,765 | 135,318 | 50.00% | 5.00%    | 5.00%    | 5.00%    |
| 27    | 94,723 | 118,403 | 142,084 | 50.00% | 5.00%    | 5.00%    | 5.00%    |



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** January 9, 2023  
*Project & Facilities Manager,*  
*Deputy Town Clerk*

**AGENDA SECTION:** NEW BUSINESS **DEPARTMENT:** ADMINISTRATION

**TITLE OF ITEM:** Designation of 2023-24 Voting Delegate for NCLM Legislative Goals – *Angela L. Reece, Project & Facilities Manager, Deputy Town Clerk*

**SUGGESTED MOTION(S):** I move that Town Council appoint \_\_\_\_\_ to serve as the Town of Black Mountain's voting delegate for the NC League of Municipalities

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**SUMMARY:** The League's member-driven legislative goals development process coincides with the start of each new legislative biennium. During even-numbered years, members come together to submit their legislative goals and priorities. Over the last few months, the Legislative Policy Committee considered these ideas, then presented its recommendations to the Board of Directors at their December meeting. The Board refined the position further before sending them to the full League membership for a final vote. After the final voting period closes, cities and towns will have a focused advocacy agenda to pursue at the state and federal levels.

**Designation of the Voting Delegate:** Each Voting Delegate shall cast the single vote of the municipality for the Legislative Goals and Core Municipal Principles.

**Deadline to Designate Voting Delegate:** Thursday, January 12, 2023

**Membership Voting Period:** Thursday, December 15, 2022 - Friday, January 13, 2023

### ATTACHMENTS:

- i. NCLM Goals

# LEGISLATIVE GOAL STATEMENTS

## RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

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*The following goal statements are grouped by subject area but NOT listed in any priority order.*

- Expand federal and state resources for affordable housing.
  - Housing affordability is a growing problem across North Carolina, affecting cities and towns of all sizes and people across different income levels.
  - Increasingly, the lack of affordable housing acts as a major impediment to business and workforce recruitment.
  - Ongoing state and federal revenue streams to address housing affordability are extremely limited, with much of the burden for solutions left with cities and towns
- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
  - Abandoned and vacant properties, often the subject of so-called tangled titles, can affect the ability of communities to revitalize areas and improve economic conditions.
  - The abandoned properties, with enhanced legal tools to help heirs clear up title issues and sell properties at market rates, could help address local housing needs.
  - Many towns do not have the funding to adequately address abandoned properties.
- 
- Create an adequate and permanent funding stream for local infrastructure.
  - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
  - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
  - Creating more permanent funding streams for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.

- Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.
  - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
  - Municipalities own existing infrastructure – including dark fiber, towers and electric poles – that could be utilized in innovative partnerships and assist in making broadband service more affordable.
  - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.
  
- Extend deadlines for completion of federal infrastructure projects.
  - Current deadlines for the allocation and expenditure of American Rescue Plan Act funding may make more complex infrastructure projects unrealistic.
  - High inflation and worker shortages are leading to higher project costs; extending ARPA and other funding deadlines will spread projects out and may help lower costs.
  - Cities and towns require flexible deadlines to get the best bang for their buck out of this funding.
  
- 
  
- Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
  - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
  - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
  - More investment is needed for these roads if existing residents are to embrace business and residential growth.

- Support integrated and multi-modal transportation solutions.
  - Today, cities and towns seek to make downtowns and other areas accessible to residents and visitors, whether traveling by foot, bike, car, mass transit and other means.
  - Making areas accessible in this manner requires integrated planning and funding with the state.
  - Only through recognizing the need for multi-modal transportation solutions can cities and towns maximize tourism and other economic opportunities, ensuring that local businesses thrive.
- Increase state funding for public transportation operations.
  - Road construction is not keeping pace with transportation needs in any many areas, and public transportation provides a means to reduce the burden of building roads.
  - Investment in public transportation can improve traffic safety, air quality and residents' accessibility to businesses and public services.
  - One of the biggest impediments to economic growth is traffic and commuting times, which can be alleviated through public transportation options.
- 
- Expand incentives and funding for local economic development.
  - Funding is simply inadequate in many cities and towns to encourage job growth.
  - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
  - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.



- Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
  - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
  - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
  - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.
- 
- Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
  - Municipalities across the state are facing law enforcement staffing shortages, in many cases severe shortages.
  - State training resources are limited, and the cost of local law enforcement agencies to send recruits and existing officers to NC Justice Academy locations can be prohibitive.
  - Grant writing assistance is one of several options that might provide better access to the large volume of federal law enforcement grant funding that is available.
- Provide state assistance for yearly financial audits, ensuring that an adequate number of auditors is available.
  - Several dozen local governments have been placed on the state Unit Assistance List due to late audits.
  - Often these audits are late due to staffing shortages, changes in financial personnel and a growing shortage of private auditors willing to perform this work.
  - Addressing this challenge would lessen negative portrayals of local government financial controls.



- Revise state contracting laws to better protect public entities from the effects of inflation.
    - Labor and materials costs have been rising at a rapid rate, leaving municipalities with few options when project bids and costs exceed expectations.
    - Additional flexibility regarding the contracting process could assist municipalities in protecting taxpayers from inflation and escalating costs.
    - Without contracting law flexibility, projects can be delayed and costs can further increase.
  - 
  - Update annexation petition thresholds to make voluntary annexations easier to initiate.
    - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
    - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
    - The ability of a city or town to grow and reflect its urban footprint is vital to its financial health; city services are relied on by residents whether they live in or near municipal boundaries.
  - Provide authority to municipal water systems to recoup costs of clean-up from polluters.
    - Local municipal water systems are increasingly being looked to for the clean-up of PFAS and other "forever" chemicals found in surface waters.
    - State regulators plan to set surface water standards for these chemicals and propose Maximum Contaminant Levels for PFAS chemicals in drinking water.
    - To date, cities' only recourse to try to recoup the cost for utility ratepayers is through the courts.
  - Provide local revenue options beyond property tax.
    - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
    - Cities have little to no authority to raise significant revenue in other ways.
    - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.
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## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** January 9, 2023  
*Project & Facilities Manager/Deputy Clerk*

**AGENDA SECTION:** NEW BUSINESS

**DEPARTMENT:** ADMINISTRATION

**TITLE OF ITEM:** Skyrunner Equipment Placement Agreement – *Ron Sneed, Town Attorney, Angela L. Reece, Deputy Clerk*

**SUGGESTED MOTION(S):** I move that Council \_\_\_\_\_ .

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**SUMMARY:** Skyrunner Internet has an antenna attached to a communications tower on top of Fire Station #1. The Town does not currently have an agreement to govern this. Council has expressed their desire for some type of monetary compensation for ongoing placement of this antenna from Skyrunner.

The Town Attorney drafted a proposed equipment placement agreement and amount which was presented for approval at the November 14<sup>th</sup> Council meeting. The Town Council directed staff and the attorney to negotiate a higher price structure which may be more beneficial to the town and to bring it back for consideration. Staff communicated this with J.J. Boyd, President of Skyrunner who has asked to address Council at the January Meeting to answer questions and to ask that the proposed agreement be approved as was presented.

### ATTACHMENTS:

- i. Skyrunner Tower Agreement



## 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 1<sup>st</sup>, 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, directly 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 AGENDA ITEM SUMMARY

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**SUBMITTER:** Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** January 9, 2023  
*Project & Facilities Manager/Deputy Clerk*

**AGENDA SECTION:** NEW BUSINESS

**DEPARTMENT:** ADMINISTRATION

**TITLE OF ITEM:** Clarification Regarding Council Members as Advisory Board Members – *Angela L. Reece, Project & Facilities Manager, Deputy Town Clerk*

**SUGGESTED MOTION(S):** Staff is requesting Council direction.

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**SUMMARY:** Town Council amended the Greenway Commission ordinance to rename and restate the duties thereby creating the Active Mobility Committee on January 10, 2022. The Town Council also previously adopted a handbook on November 4, 2019, which set forth policy and procedures regarding appointment to advisory boards and commissions as well as roles and responsibilities and Council policies. Both documents are silent regarding Town Council Members serving as voting members of advisory boards created by the governing body.

Prior to election, Mayor C. Michael Sobol was appointed to the Active Mobility Commission and has advised he wishes to remain a member. Staff are asking Council for guidance or clarification regarding appointments of Council Members to town advisory boards as voting or non-voting members or liaisons.

### **ATTACHMENTS:**

- i. Ordinance O-21-18
- ii. Handbook for Advisory Board, Commission, & Committee Members

**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**

|                         |                                    |
|-------------------------|------------------------------------|
| <b>Agenda Location:</b> | <b>CONSENT AGENDA</b>              |
| <b>Item Number:</b>     | 5G                                 |
| <b>Department:</b>      | Planning                           |
| <b>Contact:</b>         | Jessica Trotman, Planning Director |
| <b>Presenter:</b>       | 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 13<sup>th</sup> day of December, 1993 and the Black Mountain Land Use Code was adopted by the Town Council on the 11<sup>th</sup> 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 10<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Larry B. Harris, Mayor

ATTEST:

\_\_\_\_\_



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Josh Harrold, *Town Manager*      **MEETING DATE:** January 9, 2023

**AGENDA SECTION:** NEW BUSINESS      **DEPARTMENT:** Administration

**TITLE OF ITEM:** Budget Calendar & Process Review – *Josh Harrold, Town Manager*

**SUGGESTED MOTION(S):** Discussion

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**SUMMARY:** Staff will review with Council the process for the budget for the upcoming cycle which begins in January 2023.

**BUDGET IMPACT:** N/A

**Is this expenditure approved in the current fiscal year budget?** N/A

**If no, describe how it will be funded.** N/A

**ATTACHMENTS:** Handout

## FY2022-2023 Budget Process for Town Council

- Debt capacity presentation (January 28<sup>th</sup>) Davenport presented debt analysis
- Town Council Retreat (March 5<sup>th</sup>)
- Audit presentation (April 26<sup>th</sup>)
- Budget meeting (May 19<sup>th</sup>) reviewed major changes for upcoming budget (staffing and pay)
- Budget meeting (May 26<sup>th</sup>) reviewed 5-year CIP for each department
- Budget meeting (June 2<sup>nd</sup>) review larger changes in operating budget and new positions
- Budget meeting (June 9<sup>th</sup>) review large one-time capital expenses, stormwater fund, water fund
- Budget Adoption and public hearing on June 28<sup>th</sup>

\*Staff begins the budget process in early February. Each department meets with finance and town manager to go over budget requests. I would like to hold the retreat a week or two earlier for the upcoming budget if possible. I would also like to begin the meetings with Town Council in late April or early May if possible.

\*NCGS 159-10 through 159-13 requires the following:

- April 30<sup>th</sup> - all department requests for budget submitted to Finance Director
- June 1<sup>st</sup> - budget message and recommended budget submitted to Town Council no later than June 1<sup>st</sup>.
- June 30<sup>th</sup> – budget must be adopted by Town Council no later than June 30<sup>th</sup>.